



**Town of Surfside
Regular Town Commission Meeting**

AGENDA

January 9, 2018

7 p.m.

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

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

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

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once reached this capacity, people will be asked to watch the meeting from the first floor.

** Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.*

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**

2. Quasi-Judicial Hearings

- 3. Consent Agenda** *(Set for approximately 7:30 p.m.) All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.*

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

A. Minutes – Sandra Novoa, MMC, Town Clerk

- **December 13, 2017 Regular Town Commission Meeting Minutes**

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

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

D. Committee Reports – Guillermo Olmedillo, Town Manager

- **October 26, 2017 Planning and Zoning Board Meeting Minutes**
- **October 26, 2017 Sustainability Sub Committee Meeting Minutes**
- **November 20, 2017 Parks and Recreation Committee Meeting Minutes**

4. Ordinances

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

A. Second Reading Ordinances

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

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

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

B. First Reading Ordinances

- 1. Ordinance Amending Chapter 3, “Purchasing”, Town Code – First Reading. Purchase of Equipment and Repair and Maintenance of Public Works and Utilities Infrastructure – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 3 “PURCHASING” OF THE TOWN CODE RELATING TO PURCHASING LIMITATIONS AND EXEMPTIONS FROM COMPETITIVE BIDDING FOR PURCHASES OF EQUIPMENT AND REPAIR AND MAINTENANCE OF PUBLIC WORKS AND UTILITIES INFRASTRUCTURE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

2. **Ordinance Amending Section 35(14) of Town Charter – First Reading. Requirement for Sealed Bids for Purchases Exceeding \$8,500 – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 35(14) OF THE CHARTER OF THE TOWN OF SURFSIDE RELATING TO A REQUIREMENT FOR SEALED BIDS FOR PURCHASES OF \$8500 OR MORE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

3. **Ordinance Permitting Law Enforcement to Consider Potential Anti-Semitic Motivation for Criminal Offenses – Commissioner Daniel Gielchinsky**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING ARTICLE I, “IN GENERAL,” OF CHAPTER 54, OFFENSES AND MISCELLANEOUS PROVISIONS,” TO CREATE SECTION 54-2. – “CONSIDERATION OF ANTI-SEMITISM AND HATE CRIMES IN ENFORCING LAWS;” PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

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

- A. **Tyler Technologies, Inc. Enterprise Resource Planning Software – Guillermo Olmedillo, Town Manager {Linked to Item 5B and 5C}**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED RFP NO. 2015-001 FOR A TURN KEY ENTERPRISE RESOURCE PLANNING SOFTWARE SOLUTION TO TYLER TECHNOLOGIES, INC.; APPROVING A SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR A FIVE YEAR INITIAL TERM IN AN AMOUNT NOT TO EXCEED \$556,285; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

- B. Calvin, Giordano & Associates, Inc. Work Authorization No. 109 Surfside ERP Project Management – Guillermo Olmedillo, Town Manager {*Linked to Item 5A and 5C*}**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION TO CALVIN GIORDANO & ASSOCIATES, INC. TO PROVIDE PROJECT MANAGEMENT FOR THE ENTERPRISE RESOURCE PLANNING SOFTWARE PROJECT; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Amending the Budget Approved for Fiscal Year 2017-2018/Enterprise Resource Planning Software Project – Guillermo Olmedillo, Town Manager {*Linked to Item 5A and 5B*}**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE BUDGET APPROVED FOR FISCAL YEAR 2017-2018; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- 6. Good and Welfare (*Set for approximately 8:15 p.m.*)**
Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

- 7. Town Manager and Town Attorney Reports**
Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.
All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the consent agenda and discussed separately.

- 8. Unfinished Business and New Business**

- 9. Mayor, Commission and Staff Communications**

- A. Power Blowers (Leaf Blowers) – Guillermo Olmedillo, Town Manager**
B. Annual Performance Evaluation – Guillermo Olmedillo, Town Manager – Mayor Daniel Dietch
C. Solar Photovoltaic Incentives – Mayor Daniel Dietch
D. Driveway Modifications – Guillermo Olmedillo, Town Manager

- E. Storage of Beach Furniture** – Commissioner Michael Karukin
- F. Foreign Sand Sourcing Study Funding Urging Resolution** – Mayor Daniel Dietch
- G. Zero Emission/Clean Energy Bus Goal Resolution** – Mayor Daniel Dietch
- H. Business District Property Owners Engagement** – Mayor Daniel Dietch
- I. Impact from Aggregation of Lots in Single Family Home Districts** –
Commissioner Michael Karukin
- J. Residency Verification Support** – Mayor Daniel Dietch

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

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

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

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

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

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



**Town of Surfside
Regular Town Commission Meeting
MINUTES**

December 13, 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 7:05 pm

B. Roll Call of Members

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

C. Pledge of Allegiance

Police Chief Allen led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Members of the Commission wished all happy holidays. Commissioner Paul and Vice Mayor Cohen thanked their colleagues and the town for the opportunity to serve. Commissioner Karukin spoke about the Florida League of Cities in Tallahassee. Mayor Dietch suggested we add this item to a future agenda item.

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

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. Commissioner Karukin informed that a new website has been launched and thanked CGA.

2. Quasi-Judicial Hearings

3. Consent Agenda

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

Pulled Items:

-Commissioner Paul pulled Item 3J, page 168. Commissioner Paul suggested changes. Commissioner Karukin made a motion to approve as is. The motion received a second from Commissioner Gielchinsky and the motion carried 3-1 with Commissioner Paul voting in opposition. Vice Mayor Cohen was absent.

Commissioner Paul left the meeting at 11:41 p.m.

-Commissioner Karukin pulled 3A, Item D.

Commissioner Karukin made a motion to approve the minutes. The motion received a second from Commissioner Gielchinsky and the motion carried 3-0 with Commissioner Paul and Vice Mayor Cohen absent.

-Mayor Dietch pulled Item 3E

Commissioner Karukin made a motion to approve the pulled items from the consent agenda. The motion received a second from Commissioner Gielchinsky and the motion carried 3-0 with Commissioner Paul and Vice Mayor Cohen absent.

A. Minutes – Sandra Novoa, MMC, Town Clerk

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

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

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

D. Committee Reports – Guillermo Olmedillo, Town Manager

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

- E. Deco Bikes, LLC Concession Agreement Renewal - Guillermo Olmedillo, Town Manager (Item pulled by Mayor Dietch)**

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

Mayor Dietch directed the Manager to ask for no more than a three-year term with flexibility on years of agreement. The Commission discussed the item and were in agreement.

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

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

Approved on consent.

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

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

Approved on consent.

H. Seawall Coalition Resolution– Daniel Dietch, Mayor

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

Approved on consent.

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

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

Approved on consent.

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

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

Approved on consent.

4. Ordinances

A. Second Reading Ordinances

1. Ethics Ordinance – Guillermo Olmedillo, Town Manager

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

Town Clerk Novoa read the title of the ordinance.

The Town Attorney spoke on the item and changes were made on page 178 Section 2-231(D) (typo correction) and on page 176 Section 2-229 (C) amended.

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

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

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

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

Town Clerk Novoa read the title of the ordinance.

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

Commissioner Gielchinsky made a motion to approve. The motion received a second from Commissioner Paul and the motion carried 3-2 with Commissioner Karukin and Vice Mayor Cohen voting in opposition.

B. First Reading Ordinances

1. Freeboard Modification – Guillermo Olmedillo, Town Manager

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

Town Clerk Novoa read the title of the ordinance. Town Manager Olmedillo presented the item.

The Town Attorney confirmed that this ordinance does not affect the Town’s Charter.

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

2. Roof Height Modification – Guillermo Olmedillo, Town Manager

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

Town Clerk Novoa read the title of the ordinance. Town Manager Olmedillo gave a visual presentation. Town Attorney Arango confirmed that this ordinance does not affect the Town’s Charter. Commissioners Gielchinsky and Paul recognized P&Z Chair Lindsay Lecour and the P&Z Board for all their hard work on this item

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

Commissioner Gielchinsky made a motion to move Item 4B-3 after Good and Welfare and take Item 9B next. The motion received a second from Vice Mayor Cohen and all voted in favor.

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

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

Town Clerk Novoa read the title of the ordinance.

Town Manager Olmedillo stated that there are a number of updates that were added to the Comprehensive Plan. The one update that has attracted the most attention was the reduction of densities for the use of hotels in the areas between Collins Avenue and Harding Avenue. This was discussed during a joint meeting in May with the Planning and Zoning Board and Sustainability Subcommittee and the general direction was to look at the low end of density in that corridor particularly for hotels. There was opposition from an existing hotel which could become non-conforming due to the change as well as a property owner who is interested in constructing a hotel.

Commissioner Gielchinsky informed the Commission and provided an update from the Planning and Zoning Board meeting. Overall, they were pleased to recommend most of the amendments with the exception of the suggestion of updating the hotel allowable densities. After some discussion, the Planning and Zoning Board voted to recommend to the Town Commission to move forward on first reading with the density portion removed from the EAR based amendments and to have the Planning and Zoning Board study the density issue to be incorporated into a future change or to not move forward with first reading so that the Planning and Zoning Board can do a study to make more of a substantive recommendation.

Commissioner Paul commented that she would like to move forward and possibly amend the density portion. She does not want to remove it completely because she thinks there is a purpose in lowering the density but the issue is also bulk and mass. She recommended raising the numbers.

Commissioner Karukin suggested that the Moderate High Density Residential be reduced to match the residential number. The zone that was the most contentious was the Moderate Density Residential/Tourist. He believes that more research should be done on that item but approve the transmission.

Commissioner Karukin and Commissioner Paul both agreed to wanting to change the Moderate Density Residential/Tourist to 79 allowable rooms per acre.

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

-Sholom Lipskar

-Joel Simmonds - Commissioner Gielchinsky made a motion to extend 30 seconds speaking time. The motion received a second from Commissioner Paul and all voted in favor.

- Matthew Barnes - Commissioner Gielchinsky made a motion to extend 2 minutes speaking time. The motion received a second from Commissioner Paul and all voted in favor.

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

Commissioner Gielchinsky commented that this could create unintended consequences. He does not feel that he is in a position to move this forward with the density requirements being modified as proposed or with any other number that he has not had an opportunity to look into. Commissioner Gielchinsky suggested moving this ordinance forward without the density change and study it further or send it back to the Planning and Zoning Board for further review.

Discussion ensued regarding some of the concerns of the speakers.

Town Manager Olmedillo stated that the Town Commission needs to determine whether to address building size or density. He suggested that the Town Commission create a policy by the end of 2018 and that it be sent by the January deadline to be in compliance.

Mayor Dietch stated that it makes sense to him to transmit the plan and have it on time before the end of the year and to add the policy to study the impact so that the Commission articulates what the outcome is that they want and utilize the right tools.

Town Manager Olmedillo clarified that at a past meeting the direction to the Town Planner with regards to the density was to make them comparable. He hesitates to create numbers without doing the analysis.

After some discussion, Commissioner Gielchinsky motioned to approve the ordinance on first reading with the future land use elements item discussing density in the Moderate Density Residential and Moderate High Density Residential land use categories deleted but otherwise approving the EAR based amendments and this ordinance on first reading. The motion received a second from Vice Mayor Cohen and the motion carried 3-2 with Commissioner Karukin and Commissioner Paul voting in opposition.

Commissioner Gielchinsky motioned to direct Staff to bring the issue of density and any other planning tools that can be used to accomplish the intensity studies back to the Town Commission for further discussion of the policy that they may wish to transmit to the Planning and Zoning Board for further study.

After some discussion, Commissioner Gielchinsky amended his motion to direct Staff to schedule a meeting between the Town Commission and the Planning and Zoning Board to further discuss this item in February 2018. The motion was seconded by Vice Mayor Cohen and all voted in favor.

5. Resolutions and Proclamations

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

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

Town Clerk Novoa read the title of the resolution.

Commissioner Gielchinsky recused himself from this item. Town Manager Olmedillo presented the item and said he has been in negotiations with the applicant to review cost recovery. The Commission discussed the item.

Passing the gavel, Mayor Dietch made a motion to approve. The motion received a second from Vice Mayor Cohen. The Mayor rescinded the motion.

Commissioner Karukin made a motion to defer the item to next month and to direct the Town Manager to negotiate with the applicant to review the cost recovery process. Passing the gavel, the Mayor seconded the motion. The motion passed 4-0 with Commissioner Gielchinsky absent from the vote.

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

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA PUBLIC SERVICE COMMISSION TO REQUIRE THE EXPEDITIOUS CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES TO UNDERGROUND FACILITIES; FURTHER URGING THE FLORIDA PUBLIC SERVICE COMMISSION TO CONDITION ANY HURRICANE IRMA COST RECOVERY SOUGHT BY THE STATE'S POWER COMPANIES ON SUCH COMPANIES' REQUIRED CONVERSION OF THEIR OVERHEAD ELECTRIC DISTRIBUTION FACILITIES TO UNDERGROUND FACILITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution. Commissioner Gielchinsky presented the item.

Commissioner Karukin made a motion to adopt the resolution. The motion received a second from Commissioner Paul. Commissioner Karukin made a friendly amendment on page 216 whereas “cost savings as described below.” Commissioner Gielchinsky and Commissioner Paul accepted the amendment. The motion carried with all voting in favor.

6. Good and Welfare -The Mayor opened Good and Welfare

Public Speakers:

- Jeffery Platt spoke on beach chairs, permits and violators
- Grace Murtada spoke on traffic concerns
- Victor May – spoke on various items
- Clara Diaz Leal Parker spoke on traffic concerns

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

Members of the Commission and the Town Manager addressed some of the speakers concerns. For the record, the Town Clerk said she had not received a recent public request from Mr. May.

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

Vice Mayor Cohen left the meeting at 10:20 p.m.

9. Mayor, Commission and Staff Communications

A. Artificial Grass – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo presented the item. The Commission discussed the item and a representative from CGA provided more information.

Commissioner Gielchinsky made a motion to request CGA to prepare a white paper on the pros and cons of environmental issues and other considerations relating to the use of artificial grass, and to direct code compliance staff to hold off further enforcement efforts. Commissioner Paul made a friendly amendment that documents on this issue be collected from universities and colleges.

Commissioner Gielchinsky revised his motion and made a motion to request CGA to prepare a white paper on the pros and cons of environmental issues and other considerations relating to the use of artificial grass. The motion received a second from Commissioner Paul and the motion carried 3-1 with Commissioner Karukin voting in opposition and Vice Mayor Cohen absent.

B. Legislative Priorities 2018 – Guillermo Olmedillo, Town Manager

Manny Reyes representing our lobbyist Fausto Gomez gave an update.

Commissioner Karukin suggested that the Town Commission create a list of items for the Town Lobbyist to address at the Public Service Commission Meeting.

Commissioner Gielchinsky recommended that if this resolution is passed, to reach out to the City of Miami Beach to see if they have a similar interest in creating a resolution and working together and Mayor Dietch suggested sending the resolution to the Miami-Dade County League of Cities and the Florida League of Cities for them to distribute. As the Miami-Dade County League of Cities Town Representative, Commissioner Karukin stated that he would be in favor of passing this resolution on to the Leagues if passed tonight.

To clarify for Commissioner Karukin, Mayor Dietch explained that there are some communities that have had the rates modified or loans forgiven from the State revolving loans. The Town has been asking every year since they borrowed the funds through the State revolving loan but there has been no traction yet.

Commissioner Paul commented on the floating LED barges in the ocean. Mr. Reyes stated that the proximity of the shore needs to be determined and depending on that, it

may fall under the authority of the Fish and Wildlife Commission. He requested that some documentation such as photos to further look into the matter. Mayor Dietch requested that staff get more information on this matter to share with our lobbyist.

Mayor Dietch had the following clarifications:

- Add a reference to working cooperatively with Bal Harbour under the renovations of beach ends and improving the 96th Street end. Mr. Reyes advised the Commission on dollars that were provided to the Governor from the House for economic development/job growth and the request for more funding. He suggested that the Town focus on zeroing in on those funds when speaking to neighboring municipalities.
- request funding for a transmitter for the southern part of the Town
- exploring opportunities for solar panels at municipal buildings

After some discussion, Mr. Reyes suggested that the Town Commission add Senate bill 658 and House bill 585 which expands the use of tourism development taxes to items needed to increase tourist related business activities such as transportation and sewer projects. It would take the bed tax and allow the use of it for transportation and sewer projects.

Mr. Reyes also recommended that the Town Commission add Public Education to their list to continue to monitor the Required Local Effort (RLE).

Commissioner Karukin made a motion to direct the Town Manager to transmit to our lobbying team a list of priorities. The motion was seconded by Commissioner Paul and all voted in favor.

C. Purchase of Equipment and Repair and Maintenance of Public Works and Utilities Infrastructure – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo presented the item. The spending limits for the Town Manager were discussed.

Commissioner Karukin made a motion to accept. Commissioner Gielchinsky made a friendly amendment to add “routine” and not only preventive repairs, maintenance and replacement. Commissioner Karukin amended his motion to accept Commissioner Gielchinsky’s amendment. The motion received a second from Commissioner Gielchinsky and the motion carried 3-0 with Commissioner Paul absent for the vote and Vice Mayor Cohen absent.

D. Tree Planting, Maintenance and Placement of Mulch in the Public Right-Of-Way – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo presented the item.

Commissioner Paul made a motion to direct the Town Manager to come back with legislation regarding trees, tree mulching and right of ways. The motion received a second from Commissioner Gielchinsky and the motion carried 4-0 with Vice Mayor Cohen absent.

Commissioner Karukin made a motion to extend the meeting to 11:30 p.m. The motion received a second from Commissioner Gielchinsky and the motion carried 3-1 with Commissioner Paul voting in opposition.

E. Additional Sustainability Initiatives – Mayor Daniel Dietch

Mayor Dietch presented the item and suggested directing the Town Manager to move forward on each initiative. The Commission discussed the item and presented their views regarding solar panels and Florida Ygrene.

Mayor Dietch would like to bring back next month the item on solar panels with additional information. Commissioner Gielchinsky made a motion to bring back the item next month. The motion received a second from Commissioner Paul and all voted in favor with Vice Mayor Cohen absent.

Commissioner Gielchinsky made a motion to refer item Exhibit B-green roof requirements to the Planning and Zoning Board for further consideration. The motion received a second from Commissioner Paul and all voted in favor with Vice Mayor Cohen absent.

Commissioner Gielchinsky made a motion to direct the Town Manager to move forward with Exhibit D- Florida Green Local Government Designation Standards and come back with a plan. The motion received a second from Commissioner Paul and all voted in favor with Vice Mayor Cohen absent.

Commissioner Gielchinsky made a motion to move forward with the Plastic Bag and Plastic Straw Ban. The motion received a second from Commissioner Paul and all voted in favor with Vice Mayor Cohen absent.

Commissioner Paul made a motion to evaluate the uses of organic fertilizer/herbicide requirements. The motion received a second from Commissioner Gielchinsky and all voted in favor with Vice Mayor Cohen absent.

Commissioner Karukin made a motion to move forward the Rain Barrel Workshop. The motion received a second from Commissioner Gielchinsky and all voted in favor with Vice Mayor Cohen absent.

F. SeeClickFix - Guillermo Olmedillo, Town Manager
Manager Olmedillo presented the item

Commissioner Karukin made a motion to not renew. The motion received a second from Commissioner Gielchinsky. Voting was tied with Commissioners Karukin and Gielchinsky for and Mayor Dietch and Commissioner Paul in opposition with Vice Mayor Cohen absent.

Commissioner Paul made a motion to renew one more year and seek other options. Passing the gavel, the motion received a second from Mayor Dietch. Voting was tied with Commissioner Paul and Mayor Dietch for and Commissioner Karukin and Gielchinsky in opposition with Vice Mayor Cohen absent.

Consensus amongst the Commission was to leave it up to the Town Manager's discretion to make the correct decision.

G. Ordinance permitting law enforcement to consider potential anti-Semitic motivation for criminal offenses – Commissioner Daniel Gielchinsky
Commissioner Gielchinsky presented the item.

Commissioner Paul made a motion to approve. The motion received a second from Commissioner Gielchinsky. The motion passed 3-1 with Commissioner Karukin voting in opposition with Vice Mayor Cohen absent.

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

H. Board and Committees Vacancies [Verbal] – Sandra Novoa, MMC, Town Clerk
➤ *Police Department Pension Trust – At Large*
No appointments were made.

I. Annual Town Manager Performance Evaluation – Mayor Daniel Dietch
Mayor Dietch presented the item. Deadline for submission is December 26, 2017.

Commissioner Karukin made a motion to accept. The motion received a second from Commissioner Paul and all voted in favor with Vice Mayor Cohen absent.

10. Adjournment

Commissioner Karukin made a motion to adjourn. The motion received a second from Commissioner Gielchinsky and all voted in favor. Meeting adjourned at 11:45 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT JANUARY 2018

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

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

2. Unsolicited Proposal – Town of Surfside (“Town”) received an unsolicited proposal from The Feldman Companies, LLC for a qualifying public-private partnership project pursuant to Section 255.065 Florida Statutes (previously provided in the December 2017 Town Manager’s Report) for the design, construction, financing, operation and maintenance of a public parking and mixed-use facility to be developed and operated on land owned by the Town known as the “Abbott Lot” which is located east of Abbott Avenue between 95th Street and 96th Street (“Project”). The Town advertised the Project to allow for alternative proposals for the Project to be submitted, as required by the Statute, for 30 days from the date of the notice (November 29, 2017) until December 29, 2017. The Town did not receive any additional or alternative proposals by the advertised 2:00 p.m. deadline of December 29, 2017.

On December 29, 2017, the Town received a Supplement from the submitter of the unsolicited proposal, The Feldman Companies, LLC, modifying the proposal to extend the validity period of the proposal for an additional 120 days to June 21, 2018.

The Administration will bring an item to the Town Commission at the February 13, 2018 meeting to discuss the evaluation process and to receive direction.

3. Development Application Status

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

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

September 28, 2017. The DIC meeting was held on November 16, 2017. A Planning and Zoning Board hearing has not been scheduled to date.

C. 9133-9149 Collins - The Surf Club II – A revised site plan was submitted on August 28, 2017 for 46 new condominium units, two renovated condominium units and 31 new hotel units. DRG and DIC meetings were held on September 28, 2017. The Planning and Zoning Board was held on December 7, 2017. A Planning and Zoning Board meeting is scheduled for January 25, 2018.

TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of December 21, 2017, the total number of active, open cases being managed is 234; of these cases, 140 cases are still under investigation and are working towards compliance; 5 cases are on-hold; 35 are in the Special Master hearing queue; 14 cases are in post-Special Magistrate action status; and 40 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: 13 cases have paid/settled through December 21, 2017 for a total collection of \$4,911
- 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

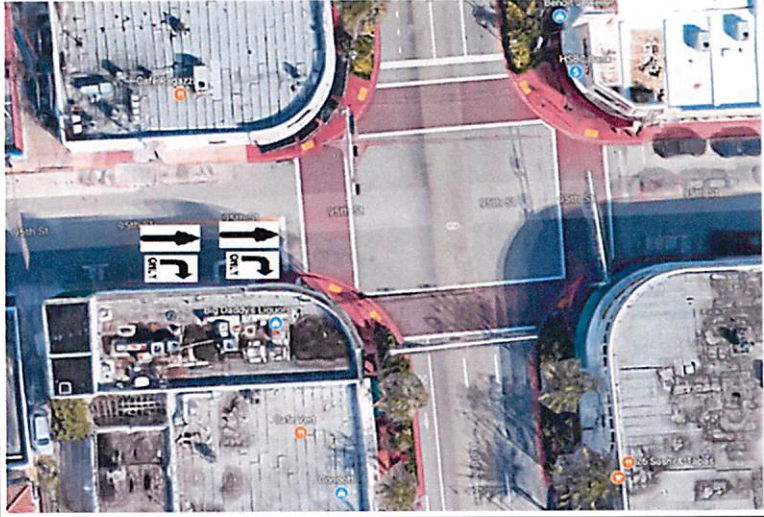
A. Monthly Budget to Actual Summary as of November 30, 2017 – See Attachment "B"

Police Department

- A. December 2017 Significant Incidents/Arrests:
- Auto Burglary - 12/03/2017 between 1400 to 1830 hours: 9000 block of Collins Avenue. The case is currently under investigation.

- Fire - 12/20/2017 at 1110 hours: 8900 block of Collins Avenue. A fire started due to an unattended pot on a stove. No one was injured during the fire.

B. Traffic Mitigation Update:

#	Initiatives	Update(s)
Short Term (0 – 6 months)		
1	<p>95 Street & Harding Avenue (westbound), left Turn lane added.</p> <p>300 block of 95th Street (eastbound), right turn lane added.</p>	<p>On 04-27-2017, the traffic lanes in the 200 block of 95 Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95 Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of Tuesday 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p> 
2	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)

		<ul style="list-style-type: none"> • 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 • <u>9500 block of Byron Avenue (second speed bump)</u>
5	Revisit Street Closure <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue 	Commission approved a motion against revisiting this item.
6	New Street Closure <ul style="list-style-type: none"> ○ Byron Avenue (northbound) at 88th Street 	<p>Requires study, Miami-Dade County and Miami Beach approval. Pending meetings / agreements.</p> <p>On Wednesday, 11-29-17, Town Manager, Chief Allen and PW Director Randy Stokes attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88th Street and Byron Avenue.</p> <p><u>The above meeting resulted in a plan to add curbing to the 88th Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem. The project is scheduled for February 2018.</u></p>
7	Loop Detector Installation	<p>CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per The Town 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 08-08-2017, 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</p>

		<p>currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</p> <p>On 11-03-2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre–Post Construction Analysis of four intersections on Harding Avenue at 88th, 93rd, 94th and 95th Streets. Total cost not to exceed \$14,200.62.</p>
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	<p>Create Vehicular Circulation Plans for New Construction Projects</p> <ul style="list-style-type: none"> o Minimize lane closures 	MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's to the three jurisdictions was agreed upon. The early notice system has shown an improvement.
11	Evaluate Sidewalk Options	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
12	<p>Install traffic light at 96th Street & Abbott Avenue</p> <p>Eliminate left hand turn at 96th Street & Byron Avenue</p>	<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 96 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	<p>Send demand letters to mapping companies</p> <p><u>Waze – Free Community-based GPS, Maps & Traffic Navigation App</u></p>	<p>Completed</p> <p><u>The Town became a Participating Member of the Connected Citizens Program. This is the Town's effort to address in real-time reported accidents and improve navigation throughout the Town.</u></p>
Intermediate Term (7 – 18 months)		
15	<p>Create 1-Way Streets</p> <ul style="list-style-type: none"> o 88th, 89th, 90th and 91st Street between Collins & Harding Avenues 	<p>A Town meeting was held July 18th, 2017, to present a new traffic pattern plan making 89th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p> <p>The Town Commission approved to conduct a test of a new streetscape design on 89th and 90th Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89th Street traffic moving from east to west and 90th Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green / parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p> <p><u>The new streetscape testing was initiated December 14, 2018. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</u></p>
16	<p>Design 91st Street Improvements</p> <ul style="list-style-type: none"> o Sidewalk, landscaping and buried utilities 	<p>Pending design and engineering cost estimates.</p>
17	<p>Road closure of 95th Street and Abbott Avenue</p>	<p>On 11-07-2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95th Street. The project includes Traffic Analysis and Modeling of the road closure at 95th Street and Abbott Avenue. Total cost will not exceed \$20,149.58.</p>
Long Term (19+ months)		
18	<p>Gate the area west of Harding Avenue and create a special taxing district</p>	<p>This item is provided here as a place holder.</p>

#	Parking / Taxis	Update
1	<p>The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to our Town. The additional loading zones provide a safe location for trucks and other vehicles to deliver goods and services to residents.</p> <p>The total number of single parking spaces added is now 12.</p>	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 88th Street (4 spaces) effective 06-01-2017 • 100 block of 90th Street (4 spaces) effective upon completion of on-going construction project • 100 block of 92nd Street (4 spaces) effective 06-01-2017 • 100 block of 96th Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone. <p>The additional loading zones are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 89th Street - effective 06-01-2017 • 100 block of 94th Street - effective 06-01-2017
2	<p>Taxi Cab Stands added and changed.</p>	<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. • In the 200 block of 92nd Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand. • A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue. <p>On 11-15-2017, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94th Street & Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <p>Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two-taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General Manager of the hotel regarding the concern and asked for one space for a taxi on the</p>

		hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.
3	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	<u>The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation.</u>

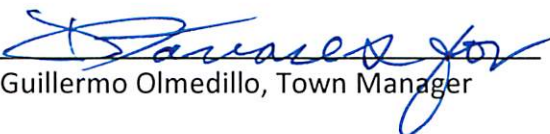
C. New Police Personnel:

- Kenia Castillo was hired on December 6, 2017 as a Communications Operator
- Former CSA Ronald Donoso was hired as a Police Officer on December 11, 2017
- Former CSA Juan Duran begins the Police Academy on January 16, 2018

D. Police Events:

- Coffee with the Cops is January 25 at Starbucks at 10:00 a.m.
- The monthly Bike with the Chief is January 31 at Town Hall at 5:00 p.m.
- The Surfside Police Department will host a community blood drive on January 31, 2017 from 12:00 p.m. – 4:00 p.m. The blood mobile will be in the Town Hall lot.

Respectfully submitted:

by: 
Guillermo Olmedillo, Town Manager



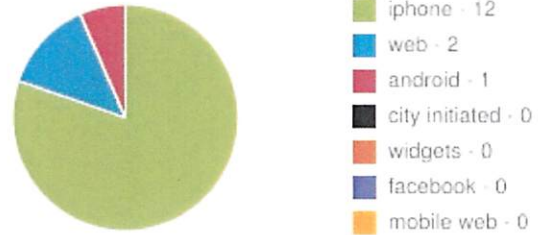
Town of Surfside, FL

Between Dec 01, 2017 and Dec 22, 2017

15 requests were opened

0 requests were closed

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Code Compliance (Violation)	6	0	0.0
Beach Issue	4	0	0.0
Code Compliance (Safety Concern)	2	0	0.0
Other	1	0	0.0
Drainage/Flooding (PW)	1	0	0.0
Utilities (Water/Sewer) (PW)	1	0	0.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Community Center (P & R)	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0

R)

Parking Issue	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0
Street lights (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



Town of Surfside, FL

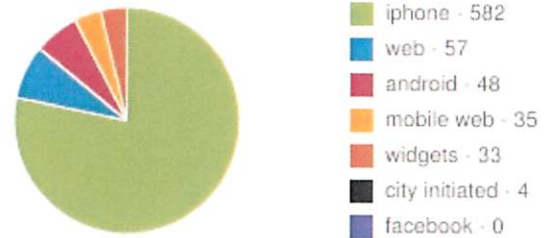
Between Jan 01, 2014 and Dec 22, 2017

759 requests were opened

715 requests were closed

The average time to close was 28.0 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	188	179	21.0
Beach Issue	117	105	15.6
Parking Issue	74	74	3.5
Police (Safety Concern)	73	73	8.7
Code Compliance (Violation)	72	59	53.5
Code Compliance (Safety Concern)	52	49	49.1
Street lights (PW)	39	37	174.7
Utilities (Water/Sewer) (PW)	23	22	9.5
Construction Issues	21	21	13.9
Drainage/Flooding (PW)	15	13	22.6
Dog Stations (P & R)	13	13	5.3
Solid Waste (Residential) (PW)	15	13	18.4
Barking Dog	12	12	20.0
96 Street Park (P & R)	10	10	3.2
Surfside Dog Park (P & R)	8	8	1.1

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

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

AS OF

November 30, 2017

17% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: January 9, 2018

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$ 974,244	\$14,598,096	7%
EXPENDITURES	2,332,188	\$14,598,096	16%
Net Change in Fund Balance	(1,357,944)		
Fund Balance-September 30, 2017 (Unaudited)	8,635,086 ^A		
Fund Balance-November 30, 2017 (Reserves)	<u>\$ 7,277,142</u>		
TOURIST RESORT FUND			
REVENUE	\$ 43,225 ^B	\$1,081,553	4%
EXPENDITURES	126,074	\$1,081,553	12%
Net Change in Fund Balance	(82,849)		
Fund Balance-September 30, 2017 (Unaudited)	485,480		
Fund Balance-November 30, 2017 (Reserves)	<u>\$ 402,631</u>		
POLICE FORFEITURE FUND			
REVENUE	\$ -	\$78,192	0%
EXPENDITURES	9,112	\$78,192	12%
Net Change in Fund Balance	\$ (9,112)		
Fund Balance-September 30, 2017 (Unaudited)	164,714		
Fund Balance-November 30, 2017 (Reserves)	<u>\$ 155,602</u>		
TRANSPORTATION SURTAX FUND			
REVENUE	\$ 32,000	\$434,250	7%
EXPENDITURES	29,727	\$434,250	7%
Net Change in Fund Balance	2,273		
Fund Balance-September 30, 2017 (Unaudited)	457,730		
Fund Balance-November 30, 2017 (Reserves)	<u>\$ 460,003</u>		
BUILDING FUND			
REVENUE	\$ 1,120,353	\$1,657,000	68%
EXPENDITURES	248,550	\$1,657,000	15%
Net Change in Fund Balance	871,803		
Fund Balance-September 30, 2017 (Unaudited)	1,805,195		
Fund Balance-November 30, 2017 (Reserves)	<u>\$ 2,676,998</u>		
CAPITAL PROJECTS FUND			
REVENUE	\$ -	\$1,552,911	0%
EXPENDITURES	57,069	\$1,552,911	4%
Net Change in Fund Balance	(57,069)		
Fund Balance-September 30, 2017 (Unaudited)	535,765		
Fund Balance-November 30, 2017 (Reserves)	<u>\$ 478,696</u>		

NOTES:

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

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

B. Resort Tax Revenues total collected through November 2017 is \$127,133 (\$43,225 is the Tourist Resort Fund and \$83,908 is the General Fund). Revenues collected in November 2017 are for Resort Tax Reports for October 2017.

ENTERPRISE FUNDS

ACTUAL

ANNUAL BUDGETED

% BUDGET

WATER & SEWER FUND

REVENUE	\$ 542,545	
EXPENDITURES	441,259	
Change in Net Position	101,286	
Unrestricted Net Position-September 30, 2017 (Unaudited)	(498,265)	
Restricted Net Position	1,765,319	C1
Unrestricted Net Position-November 30, 2017 (Reserves)	\$ 1,368,340	C2

\$3,677,158	15%
\$3,677,158	12%

MUNICIPAL PARKING FUND

REVENUE	\$ 203,715	
EXPENDITURES	149,805	
Change in Net Position	53,910	
Unrestricted Net Position-September 30, 2017 (Unaudited)	821,473	
Unrestricted Net Position-November 30, 2017 (Reserves)	\$ 875,383	

\$1,203,158	17%
\$1,203,158	12%

SOLID WASTE FUND

REVENUE	\$ 390,180	
EXPENDITURES	324,150	6
Change in Net Position	66,030	
Unrestricted Net Position-September 30, 2017 (Unaudited)	416,159	
Unrestricted Net Position-November 30, 2017 (Reserves)	\$ 482,189	

\$1,767,886	22%
\$1,767,886	18%

STORMWATER FUND

REVENUE	\$ 88,229	
EXPENDITURES	82,960	
Change in Net Position	5,269	
Unrestricted Net Position-September 30, 2017 (Unaudited)	3,772,536	
Restricted Net Position	347,140	C3
Unrestricted Net Position-November 30, 2017 (Reserves)	\$ 4,124,945	

\$691,330	13%
\$691,330	12%

NOTES:(con't)

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

C2. The reserves balance of \$1,650,932 is the result of a change in current net position as of November 2017 of \$383,878, net position as of September 30, 2017 (unaudited) of (\$498,265), and also includes Restricted Net Position of \$1,765,319.

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


 Mayte D. Gamioitea, Acting Finance Director


 Guillermo Ormedillo, Town Manager

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

11/30/2017

FUND	9/30/2015	9/30/2016	9/30/2017	11/30/2017
General	\$ 5,905,726 \$	7,368,408 \$	8,635,086 \$	7,277,142
Tourist Resort	339,396	363,407	485,480	402,631
Police Forfeiture	113,431	141,755	164,714	155,602
Transportation Surtax	440,662	354,264	457,730	460,003
Building	-	-	1,805,195	2,676,998
Capital Projects	182,903	1,154,352	535,765	478,696
Water & Sewer	(2,705,871)	(2,827,890)	(498,265)	1,368,340
Municipal Parking	1,089,165	1,111,941	821,473	875,383
Solid Waste	340,391	245,941	416,159	482,189
Stormwater	4,051,768	3,392,370	3,772,536	4,124,945
Total	\$ 9,757,571 \$	11,304,548 \$	16,595,873 \$	18,301,929



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

TO: Town Commission

FROM: Lillian M. Arango, Town Attorney

CC: Guillermo Olmedillo, Town Manager

DATE: December 22, 2017

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

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

December 4, 2017 - Tourist Board Meeting

December 7, 2017 - DRC Meeting

December 7, 2017 – Sustainability, Design Review Board and Planning & Zoning Board

December 13, 2017 - Town Commission Regular Meeting

- Town Commission Meetings and Workshops
- Sustainability Sub-Committee, Design Review Board, and Planning & Zoning Board Meetings
- Tourist Board, and meetings with new Director
- Members of the firm drafted the resolutions and ordinances for these meetings in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents.

Commission support:

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

Staff support:

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

Key issues:

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

- 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
- Amendments to the Town's Purchasing Code

- Tourist Board Agreements
- Unsolicited Proposals
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Anti-Semitic Legislation

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:

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 was heard on December 6, 2017 by the Appellate Division of the Circuit Court. On December 6, 2017, the Appellate Court issued an Order denying Petitioner Bakker’s Petition for writ of certiorari without issuing a written opinion, and entered Orders denying both parties’ motions for appellate attorneys’ fees. On December 18, 2017, Petitioner Bakker filed a motion for rehearing and for a written opinion, which is still pending with the Appellate Court.

Aceto and Muhammad v. Town of Surfside – Case No. 16-490-AP. Christopher Aceto and Adilah S. Muhammad, as property owners were cited and the Special Master found they had violated the Town’s Code of Ordinances by failing to register and pay fees and resort taxes on the short-term rental of their residential condominium. They appealed the order of the Special Magistrate. The item was reviewed by the Appellate Division of the Circuit Court and an opinion rendered on December 6, 2017 granting the petition for writ of certiorari, quashing the Special Master’s Order and remanding the matter for further proceedings before the Special Master consistent with the Opinion.

JP Morgan Chase Bank, N.A v. Jacob Haris, et al – Case No. 2017-CA-007429. JP Morgan has filed for mortgage foreclosure of the property located at 9372 Bay Drive. The Town has filed Defendant, Town of Surfside’s Answer to Plaintiff’s Verified Amended Complaint, and Petition to Participate in Surplus, in connection with code enforcement liens on the Property. The Town filed a proof of claim with the Bankruptcy Court in New York to preserve its claim/liens for unpaid code enforcement liens. On November 19, 2017, the New York bankruptcy case was dismissed. The foreclosure action remains pending.

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



Town of Surfside

SUSTAINABILITY SUB COMMITTEE OF THE PLANNING & ZONING BOARD MEETING MINUTES

October 26, 2017 – 6:00 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 6:00 p.m.

The following were present: Chair Kousoulas
 Vice Chair Bertha Goldenberg
 Lou Cohen

Absent: Deborah Cimadevilla

Also present: Daniel Dietch, Town Mayor
 Guillermo Olmedillo, Town Manager
 Duncan Tavares, Asst. Town Manager
 Sarah Sinatra Gould, Town Planner
 Kathy Mehaffey, Town Attorney
 Judith Frankel, Planning and Zoning Vice Chair
 Elora Riera, Deputy Town Clerk

2. Approval of Minutes – August 31, 2017

Committee member Cohen moved to approve the minutes as written. Committee member Goldenberg seconded the motion which passed 3-0 with Committee member Cimadevilla absent.

3. Michael Bloomberg's Sustainability Grant – Verbal

This item was discussed after item 4.

Town Planner Sinatra explained that the deadline for this grant ended in August.

Assistant Town Manager Tavares explained grants and the challenge the Town faces with being able to match them and how they are working on improving that process.

4. Topics Provided by Planning & Zoning Board

Assistant Town Manager Tavares commented that at the last Planning & Zoning Board meeting, the Board discussed a number of topics for the Sustainability Sub-Committee to discuss which were sea level rise, storm surge, sea walls, the dunes, and the beach. The PEM program was also mentioned which is on your agenda tonight.

The Committee discussed each of these items and how in depth each of these topics can be discussed.

Assistant Town Manager Tavares stated that if the Committee agrees, Chair Kousoulas can discuss with Town staff how to parcel these topics out for future meetings so that each are discussed on a one-on-one basis.

Chair Kousoulas would like to add the capillary action of sub-surface to the topics for discussion and Town Planner Sinatra commented that she will look into that item.

Discussion ensued regarding sea level rise, pumps, and the dunes.

Committee member Cimadevilla arrived at 6:08 p.m.

5. PEM Program Presentation by Kenneth Christensen

Kenneth Christensen presented a slideshow of the PEM program and answered questions from the Committee.

After some discussion, Committee member Cohen made a motion to send this PEM program to the Planning & Zoning Board and evaluate funding and opportunities including legislative priorities, voluntary proffers, private funding, and academic grants. The motion was seconded by Committee member Cimadevilla and passed unanimously.

6. Public Comment

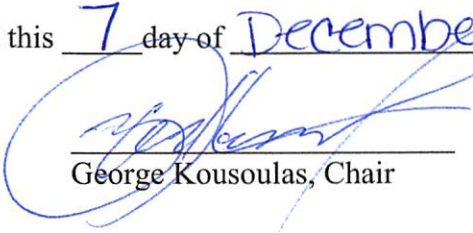
Jennifer Rotker asked about the impact on the sea turtles.

7. Adjournment

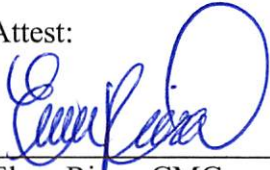
Committee member Goldenberg moved to adjourn the meeting at 7:05 p.m. Committee member Cimadevilla seconded the motion which carried unanimously.

Respectfully submitted:

Accepted this 7 day of December, 2017


George Kousoulas, Chair

Attest:


Elora Riera, CMC
Deputy Town Clerk



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

October 26, 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 7:03 p.m.

Deputy Clerk Elora Riera called the roll with the following members present: Chair Lindsay Lecour, Board Member Peter Glynn, Board Member Jorge Gutierrez, Board Member William Fleck and Board Member Brian Roller. Vice Chair Judith Frankel was absent for the roll call but arrived at 7:03 p.m.

New Board Member William Fleck introduced himself.

2. Approval of Minutes – September 28, 2017

Board Member Gutierrez made a motion to approve the minutes. The motion received a second from Board Member Glynn and all voted in favor.

3. Design Review Board Applications:

A. 1404 Biscaya Drive – Carport Conversion - The applicant is requesting to convert their carport to additional living space.

Town Planner Sarah Sinatra presented the item. The architect answered questions from the Board and provided additional details.

Board Member Gutierrez made a motion to approve. The motion received a second from Board Member Glynn and all voted in favor.

B. 9025 Dickens Avenue – Garage Conversion - The applicant is requesting to convert their garage to additional living space along with 118 square feet of additional living space.

Town Planner Sarah Sinatra presented the item.

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

1. Landscaping shall be placed in front of converted garage.

The motion received a second from Board Member Glynn and all voted in favor.

C. 9340 & 9348 Harding Avenue – Fence - The applicant is requesting after the fact approval for a four-foot-high decorative aluminum style fence along the front portion of the properties.

Town Planner Sarah Sinatra presented the item.

Board Member Gutierrez made a motion to approve. The motion received a second from Board Member Roller and all voted in favor.

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 7:17 p.m.

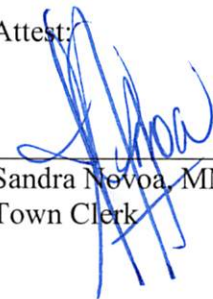
The next meeting of the Design Review Board will be on December 7, 2017 and will begin at 6:00 p.m.

Accepted this 7 day of December, 2017



Chair Lindsay Lecour

Attest:



Sandra Nevoa, MMC
Town Clerk

PLANNING & ZONING BOARD

1. Call to Order/Roll Call

Chair Lindsay Lecour called the meeting to order at 7:18 p.m.

Deputy Clerk Elora Riera called the roll with the following members present: Chair Lindsay Lecour, Board Member Peter Glynn, Board Member Brian Roller and Vice Chair Judith Frankel.

2. Commissioner Daniel Gielchinsky- Town Commission Liaison Report

Commissioner Gielchinsky was not present.

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

Vice Chair Frankel gave an update. PEM technology was discussed and the possibility of a pilot program and its cost. Beach restoration was also discussed.

Board Member Glynn made a motion to recommend the PEM Pilot Program to the Town Commission. The motion received a second from Vice Chair Frankel and all voted in favor.

Board Member Brian Roller will tentatively attend the next Sustainability Subcommittee meeting.

4. Approval of Minutes – September 28, 2017

Vice Chair Frankel made a motion to approve the minutes. The motion received a second from Board Member Glynn and all voted in favor. Chair Lecour requested the minutes reflect more explanation of discussion items.

5. Dune Crossover Ordinance

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.

Deputy Clerk Elora Riera read the title of the ordinance.

Town Planner Sarah Sinatra presented the item.

There was discussion regarding crossovers and it was suggested to add into 90-160 (6) to provide a whereas clause such as a belief that crossovers have been established and are sufficient and recommend a prohibition. There was much discussion along these lines and the Board believes to recommend prohibition.

Board Member Roller made a motion to change the language from special exception to prohibition. The motion received a second from Board Member Glynn and all voted in favor.

6. Discussion Items:

A. Driveway Modification

Town Planner Sarah Sinatra presented the item and an ordinance will be prepared. The Board is in favor.

B. Maximum Building Length & Parking

Town Planner Sarah Sinatra presented the item and gave an update. The Board discussed the parking and enforcement of the construction worker issue and suggested to re-evaluate the item after most construction is over. Planner Sinatra explained that they are looking at FAR (floor area ratios) for evaluating the square footage on multiple family developments. Also presented was the maximum building length (a diagram was provided).

C. Sea Level Rise (Verbal)

Town Planner Sarah Sinatra presented the item and gave an update of two components presented to the Town Commission one being modification to the ordinance on freeboard and how to measure height. The second being a higher freeboard and possibly a referendum to bring to the community. Chair Lecour presented her views on the item and how important this information is to her personally as she is planning on building a new home. There was some discussion on how to measure the height.

D. Pedestrian Walkability (Verbal)

Town Planner Sarah Sinatra presented the item. Town Manager Olmedillo spoke about the cost and options for a shade structure. There will be an image rendering for the December meeting. Undergrounding and lighting was discussed and placing street signs to get feedback from the community regarding what they are doing.

E. Future Agenda Items

On hold category: trellis, average side setback, satellite dishes, wind turbines, final zoning inspection, tree canopy, and parapet.

Keep and move up: green walls (add to building lengths), architectural significance, landscape plans, breaks in buildings.

7. 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 Board Member Roller and all were in favor. The meeting adjourned at 8:56 pm.

Accepted this 7 day of December, 2017

Attest:



Sandra Novoa, MMC



Chair Lindsay Lecour



Town of Surfside

**PARKS & RECREATION COMMITTEE MEETING
MINUTES**

November 20, 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 Deputy Town Clerk Elora Riera at 7:05 p.m.

The following were present: Jeffrey Platt

Absent: Chair Retta Logan
Vice Chair Eliana Salzhauer
Committee Member Zoya P. Javier
Committee Member Shlomo Danzinger

Also present: Commissioner Paul, Liaison
Tim Milian, Parks and Recreation Director
Elora Riera, Deputy Town Clerk

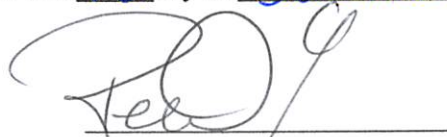
After roll call, Deputy Town Clerk Riera stated that there is a lack of a quorum and therefore the meeting will adjourn. The following meeting will take place on December 18, 2017 at 7:00 p.m.

2. Adjournment

The meeting adjourned at 7:05p.m.

Respectfully submitted:

Accepted this 18 day of December, 2017


Retta Logan, Chair

Attest:


Elora Riera, CMC
Deputy Town Clerk



Town of Surfside Commission Communication

Agenda #: 4A1
Agenda Date: January 9, 2018
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 and municipal uses in the MU zoning district, 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.

Planning & Zoning Meeting: The Planning and Zoning Board heard the application on December 7, 2017. The Board voted to recommend approval of the application with the addition of a setback from the right of way and a maximum length of the sign. Therefore, staff is proposing to limit the length of a Ground-Affixed Letter or Number Sign to no greater than 25 percent of the frontage of a lot and have a two and half foot setback from the right of way. The revised language reflecting the Planning and Zoning Board recommendation and staff input is included in the ordinance presented for second reading.

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.

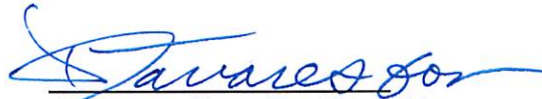
Growth Impact: N/A

Staff Impact: N/A

Staff Recommendation: Approval.



Sarah Sinatra Gould, AICP, Town Planner



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 18 - _____

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.

¹Additions to the text are shown in underline. Deletions are shown in ~~striketrough~~. Additions between first and second reading are shown in double underline.

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

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 December 7, 2017 with due public notice and
30 input and recommended approval with conditions; 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 January 9, 2018 as required by law on and further finds the proposed change
36 is consistent with the Comprehensive Plan and in the best interest of the community.

37
38 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
39 **THE TOWN OF SURFSIDE, FLORIDA¹:**

40
41 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
42 this reference:

43
44 **Section 2. Town Code Amended.** Section 90-2. – “Definitions” of the Surfside Town
45 Code of Ordinances is hereby amended and shall read as follows¹:

46 **ARTICLE VI. – SIGNS**

47
48 * * *

49
50 **Sec. 90-69. Definitions**

51
52 Words and terms not defined shall be interpreted in accord with the normal dictionary meaning
53 and the customary usage of the word shall apply.

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

54
55 *Area: The entire perimeter of a sign which encloses visually communicative copy such as*
56 *letters, symbols, or logos, including the advertising surface and any framing, trim, or molding*
57 *including the supporting structure.*

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

62 * * *

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

66 * * *

67 **Sec. 90-73. - Permanent signs by district.**

68 * * *

69 (b) *H30C, H40, MU and H120 zoning districts.*

70 (1) Signage on the outside of a hotel, multifamily building, or other similar structure
71 which identifies a secondary business within the same structure is prohibited.
72 Supplemental signs as permitted in this subsection shall be exempt from this
73 requirement.

74 (2) *Content.* Commercial signs may only include the trade name, logo of the
75 establishment, the nature of business or services rendered, or the products sold on the
76 premises, except as otherwise provided in this Code. Signs may not include any
77 reference to rates.

78 (3) *Permitted signs.*

79 a. *Individually-mounted letter sign.* Permitted as under the requirements of [section](#)
80 [90-73\(a\)\(3\)b.](#), except total sign area for multi-family dwellings within the H30C
81 and H40 districts shall not exceed 75 square feet.

82 b. *Monument sign.* One monument sign shall be permitted per street frontage. The
83 maximum sign area shall not exceed 25 square feet. The maximum height shall
84 not exceed five feet from the ground. Signs shall maintain a five-foot setback
85 from all property lines and no portion shall be permitted to project within this
86 five-foot setback area. Signs are required to be landscaped at the base. Signs may
87 be internally or externally illuminated.

- 88 c. *Supplemental sign.* A sign for any establishment reading "Office," "Vacancy,"
89 "Private Beach," "Swimming Pool," "Cabanas," "Coffee Shop," "Restaurant," or
90 other such wording shall be considered a supplemental sign. Such signs shall be
91 limited to three square feet in size; except in the H120 district, a hotel with a
92 restaurant may display an individual sign not to exceed five square feet in size
93 containing the name of the restaurant. The total combined square footage of
94 individual supplemental signs shall not exceed eight square feet per main
95 building. Such signs shall not be included in calculating the total maximum sign
96 area for the lot. Signs shall be dignified in character and shall be restricted to the
97 wording described above.
- 98 d. *Parking sign.* Parking signs not over four square feet in size may be erected at
99 each exit or entrance of parking lots serving buildings in these zoning districts.
100 Such signs may be illuminated by indirect lighting only. Lettering on these signs
101 shall be limited to the name and address of the primary business, multifamily
102 building or hotel, and the words "Entrance" or "Entrance Only," "Exit" or "Exit
103 Only," "Parking," "Resident Parking," "Guest Parking," "Visitor Parking,"
104 "Private Parking," "Valet Parking," or "Customer Parking."
- 105 e. *Emergency address sign.* Buildings on the east side of Collins Avenue abutting
106 the beach walking path shall be required to provide an emergency address sign
107 identifying the name and address of the building. Sign shall be mounted on a free-
108 standing post not to exceed 18 inches in height and 24 inches in width. Address
109 letters and numbers shall not exceed two inches in height and name shall not
110 exceed one inch in height. Sign material shall be weatherproof and reflective so
111 as to be clearly visible at night.
- 112 f. *Electric vehicle charging station sign.* A sign shall be posted at the electric
113 vehicle charging station stating "Electric Vehicle Charging Station." Signs shall
114 be no greater than 24 inches wide by 18 inches high. Color and letter size
115 specifications shall meet the Manual on Uniform Traffic Control Devices
116 (MUTCD) requirements for sign designation (electric vehicle charging).
- 117 g. *Ground-affixed letter or number sign.* The total area of each ground-affixed
118 letter or number sign shall not exceed 20 square feet. The height of each sign
119 shall not exceed five feet from the ground. The depth of each sign shall not
120 exceed one foot. The total area of all such signs for each property shall not
121 exceed 20 square feet. The total length of all such signs for each property shall
122 not exceed 25% of the frontage of a lot. All ground-affixed letter or number
123 signs shall be set back two and one-half feet from the right-of-way.

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

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

132
133 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
134 Resolutions in conflict herewith are hereby repealed.

135
136 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

137
138 **PASSED and ADOPTED** on first reading this 14th day of November, 2017.

139
140 **PASSED and ADOPTED** on second reading this _____ day of _____, 2018.

141
142
143 On Final Reading Moved by: _____

144
145 On Final Reading Second by: _____

146
147
148 **FINAL VOTE ON ADOPTION:**

149 Commissioner Daniel Gielchinsky _____
150 Commissioner Michael Karukin _____
151 Commissioner Tina Paul _____
152 Vice Mayor Barry Cohen _____
153 Mayor Daniel Dietch _____

154
155
156 _____
157 Daniel Dietch, Mayor

158
159 **ATTEST:**

160
161 _____
162 Sandra Novoa, MMC, Town Clerk

163
164 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
165 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

166
167 _____
168 Weiss Serota Helfman Cole and Bierman, P.A.
169 Town Attorney



Town of Surfside Commission Communication

Agenda Item # 4B1

Agenda Date: January 9, 2018

From: Guillermo Olmedillo, Town Manager
Lillian M. Arango, Town Attorney

Subject: Ordinance Amending Chapter 3, "Purchasing", Town Code - First Reading
Purchase of Equipment and Repair and Maintenance of Public Works and Utilities Infrastructure


Background:

Presently Section 3-6(c) of the Town Code limits the Town Manager's spending authority to purchases of, or contracts for materials, supplies, equipment, public improvements or services, to amounts less than \$8,500. The cost of repairs, maintenance and replacement for public works and utilities infrastructure equipment has increased since the spending limit was established, and most of the equipment's cost is above the limit. Preventive and prompt repairs, maintenance and replacements to the Town's public works and utilities infrastructure are necessary to keep the infrastructure functioning adequately and efficiently, and such are typically above the spending authority established in the Town Code. Additionally, preventive and routine repairs and maintenance preclude emergencies that increase the cost of services and parts.

The attached ordinance amends Section 3-6(c) of the Town's Purchasing Code to increase the Town Manager's spending authority for the purchase of equipment, preventive repairs, maintenance and replacement of public works and utilities infrastructure and equipment from \$8,500 to \$25,000. The attached ordinance further amends section 3-13(7)e of the Town's Purchasing Code to expand the current exemption contained therein to allow the selection of providers for public works to be exempt from the competitive bidding procedures under the Town Code.

Staff Impact: The proposed changes amend and simplify the purchasing procedures for public works and utilities purchases, repairs, maintenance and replacements in order to ensure timely repairs and adequate and efficient operations of the systems.

Recommendation: Consistent with the Town Commission's direction on December 13, 2018, The Town Manager and Town Attorney recommend the Commission approve first reading of the proposed Ordinance providing for changes to the Town's Purchasing Code for purchases of equipment and repair and maintenance of public works and utilities infrastructure.


Guillermo Olmedillo, Town Manager

ORDINANCE NO. 2018-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 3 “PURCHASING” OF THE TOWN CODE RELATING TO PURCHASING LIMITATIONS AND EXEMPTIONS FROM COMPETITIVE BIDDING FOR PURCHASES OF EQUIPMENT AND REPAIR AND MAINTENANCE OF PUBLIC WORKS AND UTILITIES INFRASTRUCTURE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 3 of the Town Code, “Purchasing”, contains purchasing procedures for the Town of Surfside (“Town”) applicable to expenditure of public funds in connection with procurement and contracts for supplies, services and construction; and

WHEREAS, the cost of purchase of equipment, repairs, maintenance and replacement of the Town’s public works and utilities infrastructure has increased since the purchasing limitations of \$8,500 were established in the Town Code, and preventive timely repairs, maintenance and replacements are necessary for the proper upkeep, functionality and efficiency of the systems; and

WHEREAS, the Town Commission wishes to amend Section 3-6(c) of the Town Code to increase the spending limit or authority to \$25,000 without Town Commission for the purchase of equipment, repairs, maintenance and replacement of the Town’s public works and utilities infrastructure facilities and systems in order to provide for timely repairs and preventive work; and

WHEREAS, the Town Commission wishes to further amend and expand Section 3-13(7)(e) of the Town Code to provide for exemption from competitive bidding for the purchase of equipment, repairs, maintenance and replacement of the Town’s public works and utilities infrastructure facilities and systems; and

WHEREAS, the Town Commission finds that amending Chapter 3 of the Town’s Code as set forth herein is in the best interest of the Town, and will provide for the timely routine and preventive repairs and maintenance to the Town’s public works and utilities facilities and infrastructure promoting functionality and efficiency.

**NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE
HEREBY ORDAINS:¹**

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Amending Chapter 3 of the Town Code. That Chapter 3, “Purchasing”, of the Town Code is hereby amended and shall read follows:

* * *

Chapter 3 – PURCHASING

Sec. 3-6 - Purchasing limitations; effect on competitive bidding requirement.

(a) *Purchases less than \$2,500.00.* Purchases of, or contracts for, materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is not in excess of \$2,500.00 may be made or entered into by the town manager without submittal to the town commission and without competitive bidding. Single purchases or contracts in excess of \$2,500.00 shall not be broken down to amounts less than \$2,500.00 to avoid the requirements of this section.

(b) *Purchases of \$2,500.00 or more but less than \$8,500.00.* Purchases of, or contracts for, materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is \$2,500.00 or more, but which do not exceed \$8,500.00 may be made, or entered into, by the town manager without submittal to the town commission, but shall require compliance with the competitive bidding requirements set forth in this chapter. Single purchases or contracts in excess of \$8,500.00 shall not be broken down to amounts less than \$8,500.00 to avoid the requirements of this section.

(c) *Purchases in excess of \$8,500.00.* The town commission shall approve all purchases of or contracts for materials, supplies, equipment, public improvements or services where the total amount to be expended is more than \$8,500.00, except expenditures for purchases of equipment or contracts for repairs, maintenance and replacement for public works and utilities where the amount to be expended is less than \$25,000.00.

(d) *Purchases in excess of \$25,000.00.* For purchases in excess of \$25,000.00 the town commission shall follow the formal provisions below.

(e) *[Purchases in excess of budget.]* The town manager may not purchase or contract for any item or service which exceeds any budget appropriation until such a time the town commission amends the budget to increase the appropriation to the applicable level.

¹ Coding: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicted with highlighted ~~double-strikethrough~~ and double underline.

(f) *Local preference.* There shall be a five-percent local preference given to local businesses who are holders of current town local business tax receipts for businesses which are physically located within the town limits of Surfside and a three-percent local preference given to local businesses who located outside the corporate limits of the Town of Surfside but are holders of current town local business tax receipts for businesses which are physically located within a ten-mile radius of the corporate limits of the Town of Surfside (hereinafter referred to as "local bidder"). Said five-percent local preference must be asserted by the party seeking it at the time the competitive quotation, bid or proposal is made and shall be calculated by the selection committee evaluating competitive quotations, bids or proposals which are governed by this section of the Code. The local preference shall not apply if the solicitation specifications of the town so state. Further, said local preference, as described above, shall only be applied in certain situations and shall be specifically governed by the below-described limitations:

(1) A local preference for competitive quotations, bids or requests for proposals shall only be applied when the funds to be used to purchase said items or pay for such services are general funds of the city and not funds received from the federal government, the State of Florida or Miami-Dade County. In cases of the use of those funds, no local preference shall apply.

(2) Local preference shall not apply when the funds to be used for the purchase of such goods or the payment for such services are funds derived from grants or loans from any other governmental entity, including any taxing power approved for a special use by any other governmental agency such as tax increment financing and other approved government grants or loans.

(3) That when local preference has been used in computing award recommendations, either for the purchase of goods or for the purchase of services, the town commission shall not reject the low bid solely based upon the locale of the said business, provided however, that if a local bidder has submitted a bid that comes within three-percent of the actual lowest bid, the bid may be awarded to the local bidder automatically, assuming it is otherwise determined to be the lowest most responsive, responsible bidder.

* * *

Sec. 3-13. - Exemptions from competitive bidding.

The following shall be exempt from the competitive bidding procedures outlined in this chapter:

(1) Transactions described in section 3-6 of this chapter.

- (2) Contracts for professional services, except for those contracts of more than \$8,500.00 for professional services governed by F.S. § 287.055 (the Consultants Competitive Negotiations Act).
- (3) Purchases made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies.
- (4) Purchases arising out of or because of emergencies which shall be defined as a situation, occurrence or matter necessitating immediate or quick action and not permitting adequate time to utilize the competitive bidding process. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.
- (5) Under circumstances where time constraints do not permit the preparation of clearly drawn specifications or situations where, after competitive bidding, no bids meeting bid requirements are received, all compliant bids received are too high, or all bids are rejected for failure to meet bid requirements (i.e., bids are noncompliant).
- (6) Supplies, equipment or services available from a sole source only may be exempted from the bidding requirements of this chapter by the town manager upon the filing of a written request by a department head to the town manager outlining the conditions and circumstances involved, after conducting a good faith review of available sources, a contract may be awarded without competition when the town manager or purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, brand, service, or construction item capable of fulfilling the needs of the town. The town manager or purchasing agent shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be available as a public record and shall identify each purchase order and/or contract.
- (7) Exempt contractual services and products. Other exempt contractual services and products not subject to the competitive procurement requirements of this Code are listed as follows:
 - a. Academic program reviews or lectures or seminars by individuals.
 - b. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance,

drama, painting, sculpture and the like. However, contracts for artistic instructors, coaches and assistants are deemed contractual services subject to the requirements of competitive procurement.

- c. Performing artists and entertainers as approved by the town manager/purchasing agent when deemed in the town's best interests, for the benefit of the citizens of Surfside and the general public at any town function.
- d. Advertising.
- e. Public Works and Utilities purchases or contracts for materials, supplies, equipment, public improvements or services, repairs, maintenance and replacements, including but not limited to, stormwater electric, lighting, water, sewer, and telephone, roads and sidewalks.
- f. Items purchased for resale to the public.

(8) Competitive proposals shall not be required when a purchase is made for materials, equipment, prefabricated elements and components, appliances, fixtures and supplies, bought under a sales tax saving procedure constituting part of a construction project award, which construction contract has been awarded in accordance with this chapter.

* * *

Section 3. Codification. That it is the intent of the Town Commission that the provisions of this ordinance shall become and be made a part of the Town's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective on second reading. .

PASSED on first reading on the ____ day of January, 2018.

PASSED AND ADOPTED on second reading on the ____ day of February, 2018. .

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



Town of Surfside Commission Communication

Agenda Item # 4B2

Agenda Date: January 9, 2018

From: Guillermo Olmedillo, Town Manager
Lillian M. Arango, Town Attorney

Subject: Ordinance Amending Section 35(14) of Town Charter - First Reading
Requirement for Sealed Bids for Purchases Exceeding \$8,500

Background:

Section 35(14) of the Town Charter was originally adopted as Chapter 27914, Special Acts of Florida, in 1951, and subsequently amended by ordinances, including Ordinance No. 1443 adopted on September 9, 2003, requiring that sealed bids be submitted to and opened by the Town Commission for any purchase of \$8,500 or more, and providing that the Town Commission may waive such sealed bid requirement. The Town subsequently created Chapter 3, Purchasing, in the Town Code, establishing purchasing and procurement requirements for purchases of supplies, services and construction, and waived the sealed bid requirement contained in Section 35(14) of the Town Charter.

Section 35(14) of the Town Charter has assumed ordinance status pursuant to Section 166.021, Florida Statutes, Home Rule Powers Act, adopted in 1973, subject to modification or repeal as other ordinances of the Town. The Town Commission is simultaneously herewith considering amendments to Sections 3-6(c) and Section 3-13(7) of the Town's Purchasing Code to raise the spending authority or limit for purchases of equipment, and repairs and maintenance for public works and utilities infrastructure from \$8,500 to \$25,000, and to expand the exemptions to competitive bidding for such work.

For consistency with the proposed changes to Chapter 3 of the Town's Purchasing Code for public works and utilities and to reflect current practice of the Town with respect to sealed bids, the attached Ordinance amends Section 35(14) of the Town Charter to delete the requirement that sealed bids be submitted to and opened by the Town Commission for any purchase of \$8,500 or more.

Staff Impact: The proposed changes amend the requirement that sealed bids be submitted to and opened by the Town Commission for any purchases exceeding \$8,500 and simplify the purchasing procedures in connection with proposed changes to the Town's Purchasing Code for public works and utilities.

Recommendation: Consistent with the Town Commission's direction on December 13, 2018, The Town Manager and Town Attorney recommend the Commission approve first reading of the proposed Ordinance providing for changes to Section 35(14) of the Town Charter in connection with purchases of equipment and repair and maintenance of public works and utilities infrastructure.


Guillermo Olmedillo, Town Manager

ORDINANCE NO. 2018-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 35(14) OF THE CHARTER OF THE TOWN OF SURFSIDE RELATING TO A REQUIREMENT FOR SEALED BIDS FOR PURCHASES OF \$8500 OR MORE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 35(14) of the Town Charter was originally adopted as Chapter 27914, Special Acts of Florida, in 1951, and subsequently amended by ordinances, including Ordinance No. 1443 adopted on September 9, 2003, requiring that sealed bids be submitted to and opened by the Town Commission for any purchase of \$8,500 or more, and providing that the Town Commission may waive such sealed bid requirement; and

WHEREAS, the Town subsequently created Chapter 3, Purchasing, in the Town Code, establishing purchasing and procurement requirements for purchases of supplies, services and construction, and waived the sealed bid requirement contained in Section 35(14) of the Town Charter; and

WHEREAS, Section 35(14) of the Town Charter has assumed ordinance status pursuant to Section 166.021, Florida Statutes, Home Rule Powers Act, adopted in 1973, subject to modification or repeal as other ordinances of the Town; and

WHEREAS, the Town wishes to amend section 35(14) of the Charter for consistency with Chapter 3, Purchasing, of the Town Code, and recently adopted procedures for purchase of equipment, and repairs and maintenance of public works and utilities infrastructure, and to delete the requirement that sealed bids be submitted to and opened by the Town Commission for any purchase of \$8,500 or more; and

WHEREAS, the Town Commission finds that amending Section 35(14) of the Town's Charter is in the best interest of the Town, and will provide for consistency with the Town's purchasing requirements as set forth in Chapter 3 of the Town Code.

**NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE
HEREBY ORDAINS:¹**

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Amending Section 35(14) of the Town Charter. That Section 35(14) of the Town Charter is hereby amended and shall read follows:

* * *

Section 35. – Powers and duties.

The town manager shall be the chief executive officer and the head of the administrative branch of the town government. He shall be responsible to the commission for the proper administration of all affairs of the town and to that end he shall have power and shall be required to:

- (14) Approve all proposed purchases and other expenditures and certify that there is an unencumbered balance of appropriated and available funds. No appropriation shall be encumbered and no expenditure shall be made without such certification. ~~Provided, however, that sealed bids shall be submitted to and opened by the town commission for any purchase of eight thousand five hundred dollars (\$8,500.00) or more. The town commission may waive the sealed bid requirement.~~

* * *

Section 3. Codification. That it is the intent of the Town Commission that the provisions of this ordinance shall become and be made a part of the Town’s Charter, and that the sections of this Ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

¹ Coding: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicted with highlighted ~~double strikethrough~~ and double underline.

Section 5. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective on second reading.

PASSED on first reading on the ____ day of January, 2018.

PASSED AND ADOPTED on second reading on the ____ day of February, 2018. .

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



**Town of Surfside
Town Commission Meeting
January 9, 2018
7:00 pm**

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

Commission Communication

Agenda #: 4B3
Date: December 29, 2017
From: Commissioner Daniel Gielchinsky
Subject: Ordinance Permitting Law Enforcement to Consider Potential Anti-Semitic Motivation for Criminal Offenses

Objective: To afford the Surfside Police Department the ability to consider potential anti-Semitic motivation for criminal offenses in order to ensure the safety and well being of the Town's Jewish community.

Consideration: The Town has been fortunate to benefit from a significant expansion of the Jewish community in recent years. Surfside has developed national recognition and surpassed Miami Beach as one of the most desirable places for Jewish people to live and vacation due to the fact that it is home to four Orthodox synagogues, a number of excellent kosher restaurants and establishments and a growing Jewish community.

Our neighboring municipality of Bal Harbour has recently passed the attached Ordinance on first reading which requires its law enforcement personnel to consider potential anti-Semitic motivation when investigating crimes. Since Surfside is home to a large Jewish population and establishments that serve the community, an Ordinance of this nature would also be fitting in Surfside.

At our last meeting, the Commission voted to move forward with the development of an Ordinance.

Recommendation: To adopt the attached first reading Ordinance.



“Anti-Semitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of anti-Semitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.”

WORKING DEFINITION of ANTI-SEMITISM

by the European Monitoring Center on Racism and Xenophobia

CONTEMPORARY EXAMPLES OF ANTI-SEMITISM

- Calling for, aiding, or justifying the killing or harming of Jews (often in the name of a radical ideology or an extremist view of religion).
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as a collective—especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, the state of Israel, or even for acts committed by non-Jews.
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interest of their own nations.



WHAT IS ANTI-SEMITISM RELATIVE TO ISRAEL?

EXAMPLES of the ways in which anti-Semitism manifests itself with regard to the state of Israel, taking into account the overall context could include:

DEMONIZE ISRAEL:

- Using the symbols and images associated with classic anti-Semitism to characterize Israel or Israelis
- Drawing comparisons of contemporary Israeli policy to that of the Nazis
- Blaming Israel for all inter-religious or political tensions

DOUBLE STANDARD FOR ISRAEL:

- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation
- Multilateral organizations focusing on Israel only for peace or human rights investigations

DELEGITIMIZE ISRAEL:

- Denying the Jewish people their right to self-determination, and denying Israel the right to exist

However, criticism of Israel similar to that leveled against any other country cannot be regarded as anti-Semitic.

ORDINANCE NO. 18 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING ARTICLE I, “IN GENERAL,” OF CHAPTER 54, OFFENSES AND MISCELLANEOUS PROVISIONS,” TO CREATE SECTION 54-2. – “CONSIDERATION OF ANTI-SEMITISM AND HATE CRIMES IN ENFORCING LAWS;” 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 will not tolerate discrimination within its jurisdiction;
5 and

6 **WHEREAS**, in order to ensure the safety and well-being of its Jewish community, the Town
7 Police Department should consider potential anti-Semitic motivation for criminal offenses; and

8 **WHEREAS**, the United States Department of State’s Special Envoy to Monitor and Combat
9 Anti-Semitism published a fact sheet issued June 8, 2010 containing a proposed working
10 definition and providing contemporary examples of anti-Semitism; and

11 **WHEREAS**, the FBI has defined a hate crime as a “criminal offense against a person or
12 property motivated in whole or in part by an offender’s bias against a race, religion, disability,
13 sexual orientation, ethnicity, gender, or gender identity;” and

14 **WHEREAS**, the Town Commission desires that these definitions and examples provided by
15 the United States Department of State be considered by the Police Department when investigating
16 crimes, in a manner consistent with the federal hate crimes statute, 18 U.S.C. §249 and the state
17 hate crimes statute, Fla. Stat. §775.085, as both may be amended from time to time; and

18 **WHEREAS**, the Town Commission desires to raise awareness within the Town’s police
19 department of anti-Semitic conduct and ensure that policies and procedures are instituted which
20 provide appropriate standards for the evaluation of criminal activities to identify, document and

¹Additions to the text are shown in underline. Deletions are shown in ~~striketrough~~. Additions between first and second reading are shown in double underline.

21 appropriately charge anti-Semitic motivated criminal activity to safeguard the Town’ residents
22 and visitors; and

23 **WHEREAS**, the Town Commission seeks to strengthen protections against discrimination
24 by requiring the Town Police Department to investigate hate crimes in a manner consistent with
25 the state and federal hate crime statutes as they may be amended from time to time; and

26 **WHEREAS**, the Town Commission held its first public hearing on January 9, 2018 of the
27 proposed amendments to the Code of Ordinances having complied with the notice requirements
28 by the Florida Statutes; and

29 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
30 these regulations on _____, 2018 as required by law on and further finds the
31 proposed change is consistent with the Comprehensive Plan and in the best interest of the
32 community.

33
34 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
35 **THE TOWN OF SURFSIDE, FLORIDA¹:**

36
37 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
38 this reference:

39
40 **Section 2. Town Code Amended.** Article I, “In General,” of Chapter 54, Offenses and
41 Miscellaneous Provisions,” of the Town of Surfside Code of Ordinances is here by amended by
42 creating Section 54-2. – “Consideration of Anti-Semitism and Hate Crimes in Enforcing Laws,”
43 to read as follows¹:

44 **Chapter 54 - OFFENSES AND MISCELLANEOUS PROVISIONS**

45
46 **ARTICLE I. - IN GENERAL**

47
48 * * *

49
50 Sec. 54-2. - Consideration of Anti-Semitism and Hate Crimes in Enforcing Laws ~~Reserved.~~

51
52 (a) The following definitions shall apply for purposes of this section:

53 (1) Anti-Semitism means a certain perception of Jews, which may be expressed as hatred or
54 bias toward Jews. It may be present in acts or offenses against Jewish or non-Jewish
55 individuals and/or their property, and toward Jewish institutions and religious facilities.

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

56 (2) Hate crime means the commission of a felony or misdemeanor that evidences prejudice
57 based on the race, color, ancestry, ethnicity, religion, sexual orientation, national origin,
58 homeless status, or advanced age of the victim, based on the standards used to
59 determine whether penalties for crimes shall be reclassified based on evidence of
60 prejudice during the commission of said crimes according to Fla. Stat. §775.085.’

61 (b) In investigating whether there has been a violation of law, the Town Police Department shall
62 take into consideration the definitions of anti-Semitism and hate crime for purposes of
63 determining whether the alleged violation was motivated by anti-Semitic intent or intent to
64 commit a hate crime, consistent with the federal and state statutes prohibiting hate crimes.

65 (c) The following contemporary examples of anti-Semitism, in addition to current
66 recommendations by the United States Department of State, may be considered in the
67 evaluation of whether there is evidence of anti-Semitism²:

68 (1) Calling for, aiding, or justifying the killing or harming of Jews (often in the name of a
69 radical ideology or an extremist view of religion).

70 (2) Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews
71 as such or the power of Jews as a collective—especially but not exclusively, the myth
72 about a world Jewish conspiracy or of Jews controlling the media, economy,
73 government or other societal institutions.

74 (3) Accusing Jews as a people of being responsible for real or imagined wrongdoing
75 committed by a single Jewish person or group, the state of Israel, or even for acts
76 committed by non-Jews.

77 (4) Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the
78 Holocaust.

79 (5) Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of
80 Jews worldwide, than to the interest of their own nations.

81 (d) Nothing in this section may be construed to diminish or infringe upon any right protected
82 under the First Amendment to the Constitution of the United States, or the State of Florida’s
83 Constitution. Nothing in this section may be construed to conflict with Federal or State
84 discrimination laws.

85 * * *

² Examples from United States Department of State’s Special Envoy to Monitor and Combat Anti-Semitism fact sheet issued June 8, 2010

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

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

94
95 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
96 Resolutions in conflict herewith are hereby repealed.

97
98 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

99
100 **PASSED and ADOPTED** on first reading this 9th day of January, 2018.

101
102 **PASSED and ADOPTED** on second reading this _____ day of _____, 2018.

103
104
105 On Final Reading Moved by: _____

106
107 On Final Reading Second by: _____

108
109
110 **FINAL VOTE ON ADOPTION:**

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

116
117
118
119 _____
120 Daniel Dietch, Mayor

121 **ATTEST:**
122
123 _____
124 Sandra Novoa, MMC, Town Clerk

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

128
129 _____
130 Weiss Serota Helfman Cole and Bierman, P.A.
131 Town Attorney



Town of Surfside Commission Communication

Agenda Item # 5A

Agenda Date: January 9, 2018

Subject: Tyler Technologies, Inc. Enterprise Resource Planning Software

Background: The Town of Surfside issued a request for proposal for an Enterprise Resource Planning (ERP) software system that would replace the SunGard financial, utility billing and building permit software in use since 1998.

The Town received two proposals: Accela / Springbrook and Tyler Technologies (Tyler). After a lengthy review process of the two ERP proposals including on-site Town presentations by both vendors, off site visits and telephone conference calls with other towns and cities that are using one of the two vendors as their ERP solution, Tyler was identified by the Administration as the most suitable and comprehensive software solution (Attachment A).

In anticipation of enacting a new ERP system, the Town planned for the expense through the allocation of funding with each recent annual budget.

Analysis: Tyler has proposed the implementation of a state-of-the-art Windows and web base solution that provides an integrated framework for the Town's operations. The proposed applications include:

- Incode 10 for Core Financials: budgeting, payables, receivables, general ledger, bank reconciliation, cashiering
- Personnel management payroll, human resources, employee self-service, time/attendance
- Customer Information System: Utility billing / customer inquiry and payment portal
- Entergov: licensing, permitting, code enforcement and land management
- Meeting Manager agenda management software (software presently being upgraded)
- Contracts Management
- Tyler Content Management - electronic document management system

All of these software applications and data will be centrally hosted by Tyler; therefore, the Town will not be required to have and maintain equipment on site to run the software and store the data. All upgrades to the software applications will be provided by Tyler at no additional charge for the duration of the agreement.

The Agreement with Tyler (Exhibit A) is called software-as-a-service agreement (Saas Agreement), which has been extensively reviewed by the office of the Town Attorney. In working with Tyler, including the assistance of the Town's approved IT services provider Calvin, Giordano & Associates (CGA), a mutually agreed-upon Agreement and accompanying Statement of Work is provided. The Agreement sets forth the Town's selected products and services to be provided by Tyler listed in the investment summary.

Staff Impact: The retention of CGA to assist with this initiative is paramount to the success of the implementation. CGA's Work Authorization to assist with this initiative is presented in this agenda under separate cover and is an essential component of the project. A software change of this magnitude is one of the most daunting tasks a municipality can face. While an ERP implementation process is intense, disruptive and a challenge, the end result will mean greater efficiency and will provide the necessary tools for staff to complete their tasks and better assist the public.

The different software modules will be implemented on a projects management timeline to be established once the Agreement and CGA's Work Authorization are approved. A typical implementation process for a municipality the size of Surfside is nine months to a year. While optimistic that this may be completed by the end of Fiscal Year 2017-2018, any additional time needed will be identified with the Fiscal Year 2018-2019 budgetary process.

Budget Impact: The investment summary of the Tyler Agreement shows the one-time design and implementation fee is \$157,020 and the recurring annual Saas fees for licensing of \$79,853. Saas means software-as-a-service which is software licensed on a subscription basis. Funds have been budgeted and are available for the one-time fee and the annual licensing fee that totals \$236,873 for this fiscal year. The annual licensing fee of \$79,853 for the subsequent four years totals \$319,412 and will be addressed in subsequent annual budgets similar to the licensing fees for the SunGuard system presently in use. Therefore, the total Agreement amount is \$556,285 over the five-year term. The Agreement also provides for three optional one-year renewal periods.

It is important to note that the total cost of the ERP project for Fiscal Year 2017-2018 is \$328,673. This includes the Tyler agreement, the CGA work authorization and agreements with SunGuard and iWorks, a software being used by the Code Department, to produce transferable data to Tyler. The latter two agreements will be on the Town Commission February 13, 2018 agenda.

The Town will implement the budgetary licensing cost allocation process as it relates to the Enterprise and Special Revenue Funds similar to the existing practice in effect for the SunGuard licensing.

Recommendation: It is recommended the attached Resolution be approved to authorize the Town Manager to execute the Agreement with Tyler Technologies in the amount of \$556,285 for the five-year term as identified.



Mayte Gamiotea, Acting Finance Director



Guillermo Olmedillo, Town Manager



TOWN OF SURFSIDE, FL

TYLER TECHNOLOGIES

JANUARY 9, 2018



SCOTT MOLENBURG - (850) 728-1023 - SCOTT.MOLENBURG@TYLERTECH.COM

COMPANY BACKGROUND

Tyler Technologies, headquartered in Plano, Texas, is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of citizens. Tyler’s client base includes more than 15,000 local government offices in all 50 states, Canada, the Caribbean, the United Kingdom and other international locations. These mission-critical applications provide the public sector with the ability to streamline and automate operations resulting in improved productivity and reduced costs.



OUR PRODUCTS

With decades of exclusive public sector experience, Tyler is the market leader that provides integrated software and services; our singular focus, subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry’s most comprehensive solution. We provide the industry’s broadest line of software products, and offer clients a single source for all their information technology needs, in several major areas: Financial & Human Resources, K-12 School Solutions, Public Safety, Courts & Justice, Property Appraisal & Tax, Permitting & Land Management, Public Maintenance Management, Citizen Services, Land & Vital Records, and Document Management.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

Tyler always puts its clients first. We succeed because we take our client’s success seriously, and we have a proven record of delivering superior software solutions and services. The overwhelming

Company Background

majority of clients are up and running on time, and within budget. Whether it's developing, enhancing, and implementing our software, or providing excellent service and client support—we succeed because our clients succeed. We want clients for life. In fact, many of Tyler's first clients, across every solution, are still clients today – some with relationships that span decades.

PUBLIC SECTOR FOCUS

Tyler's business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It's 100 percent of our business.

Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler—a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services.

Tyler's expansive offering of professional services is designed to complement its software offerings and produce the optimum working environment for local government customers.

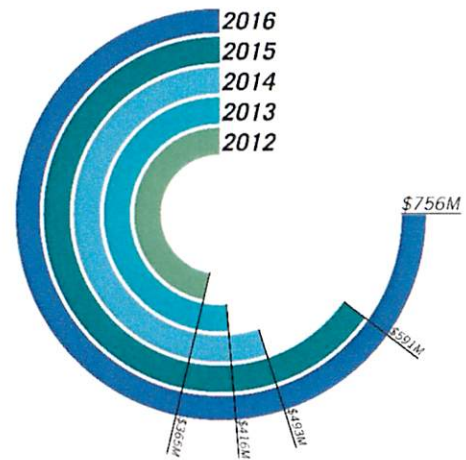
- Consulting
- Conversion
- Customization
- Training
- Live ongoing support
- Network management

Company Background

FINANCIAL STABILITY

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 20 consecutive quarters of profitability, and a total revenue for 2016 of \$756 million. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a debt-free balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit www.tylertech.com



INDUSTRY LEADERSHIP

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts, therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs over 3,800 individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low—in recent years, about half of the industry average.

COMPANY RECOGNITION

Tyler Technologies was recently named to Fortune's 100 Fastest-Growing Companies list for 2016. Marking its first appearance in the ranking, Tyler was named among other publicly traded companies that were top performers in revenue growth, profit increase, and total stock returns over the last three years. "It's gratifying to be recognized by Fortune as one of the nation's fastest-growing companies and to join so many other innovative companies that span several industries," said John S. Marr Jr., president and chief executive officer of Tyler Technologies. "This recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 15,000 clients and the development of best-in-class software and services to serve the needs of the public sector."

Company Background



Tyler Technologies experienced a 20 percent increase in revenue in 2015 and generated a three-year annualized total return rate of 34 percent, which helped the company earn the No. 75 rank on the list of 100 companies. Financial, industrial, technology, health care, business services, and retail companies were included on this year's list.

Additionally, Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.

- Forbes ranked Tyler on its “Most Innovative Growth Companies” list
- Named to Forbes “America’s Best Small Companies” for the eight time
- Included on Barron’s 400 Index for the sixth time.

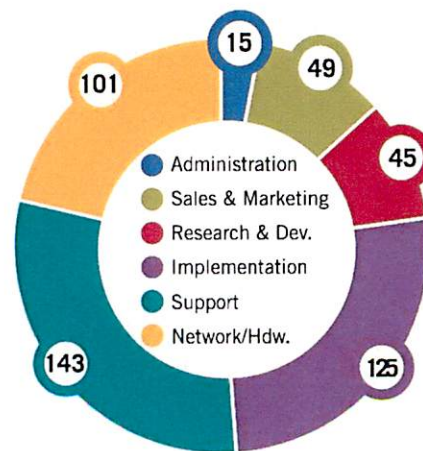
OUR EXPERIENCE

Tyler Technologies’ Solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler’s vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our executive team consists of experienced industry leaders that keep our team moving, and making sure we can give you the tools to succeed.

DEDICATED WORKFORCE

Tyler Technologies has more than 3800 employees with more than 470 of those solely devoted to the Incode products and services. Employees within the Tyler family share a common enthusiasm for serving organizations in the public sector.

Tyler’s training and support staff for our proposed products and services includes experienced developers, installers, consultants, industry professionals, and certified network technicians. Their commitment to excellence, quality training, and support is second-to-none.



RESOLUTION NO. 18 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED RFP NO. 2015-001 FOR A TURN KEY ENTERPRISE RESOURCE PLANNING SOFTWARE SOLUTION TO TYLER TECHNOLOGIES, INC.; APPROVING A SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR A FIVE YEAR INITIAL TERM IN AN AMOUNT NOT TO EXCEED \$556,285; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 23, 2015, the Town issued Request for Proposal No. 2015-001 for a Turn Key Enterprise Resource Planning (ERP) Software Solution (the “RFP”); and

WHEREAS, the RFP provided that the Town would consider a vendor hosted solution, a software as a service licensing model or a traditional Town-hosted solution; and

WHEREAS, in response to the RFP, Tyler Technologies, Inc. (“Tyler”) submitted a proposal, dated April 16, 2015, (the “Tyler Proposal”) and the Tyler Proposal included multiple options for a turnkey software solution, including a Town hosted environment and a vendor hosted environment; and

WHEREAS, after a lengthy and thorough evaluation process that included reviewing the submissions responsive to the RFP, conducting product demonstrations and evaluating the multiple solution options presented, the Evaluation Committee determined that Tyler’s Proposal for a vendor hosted solution best meets the needs of the Town over the long-run; and

WHEREAS, the Town Attorney’s office and Tyler entered into contract negotiations resulting in the Software as a Service Agreement, attached as Exhibit “A” (the “Agreement”); and

WHEREAS, the Evaluation Committee and the Finance Director recommend awarding the RFP to Tyler and approving the Agreement with Tyler, attached as Exhibit “A”, for an initial five-year term (with three optional one-year renewal periods), with an initial one-time design and implementation fee of \$157,020 and an annual service subscription fee of \$79,853 for a total five-year cost in an amount not to exceed \$556,285; and

WHEREAS, Town Commission of the Town of Surfside, Florida considers it is in the best interest of the Town to award the RFP to Tyler and authorize execution of the Agreement with Tyler, attached as Exhibit "A".

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Award of RFP and Agreement Approval. The Town Commission hereby approves the award of the RFP to Tyler and the Agreement with Tyler for an initial five-year term in an amount not to exceed \$556,285, substantially in the form attached as Exhibit "A", subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Implementation. The Town Manager and/or designee are hereby authorized to take any and all action necessary to implement this Resolution, including execution of the Agreement, attached as Exhibit "A", subject to such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Town of Surfside.
- **“Data”** means Client's data processed or stored within the Tyler Software and any information provided by Client, inclusive of Client's officers, employees, and agents, and information provided by Client's customers.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for Client's Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to Client, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Concurrent Users”** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are ten (10) users.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise make available to Client, including instructions, Tyler user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of Client or Tyler, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by Client or Tyler.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of Tyler's current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.

- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of Tyler’s current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how Tyler’s professional services will be provided to implement the Tyler Software, and outlining roles and responsibilities of Tyler and Client in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of Tyler’s customers who have licensed the Tyler Software. A copy of Tyler’s current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means Tyler’s proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to Client through this Agreement.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services solely for Client’s internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to Client according to the terms of the SLA. Client acknowledges that Tyler has no delivery obligations and Tyler will not ship copies of the Tyler Software as part of the SaaS Services. Client may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler’s Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. Client may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event the Client regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, Tyler reserves the right to charge Client additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Agreement. Client does not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of

the SaaS Services.

3.2 The Documentation is licensed to Client and may be used and copied by Client's employees for internal, non-commercial reference purposes only.

3.3 Client retains all ownership and intellectual property rights to the Data. Upon request by Client, Tyler will provide a copy of the database containing Client Data.

4. Restrictions. Client may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Tyler; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Tyler SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. Tyler has attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as Client are timely pays for SaaS Services. Upon Client's written request and execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler will provide Client with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which Client makes a written request, Tyler will provide that same information.

6.2 Client will be hosted on shared hardware in a Tyler data center, but in a database dedicated to Client, which is inaccessible to Tyler's other customers.

6.3 Tyler has fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of Client's data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, Tyler will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster Tyler declares, said declaration will not be unreasonably withheld.

6.4 In the event Tyler declares a disaster, Tyler's Recovery Time Objective ("RTO") is twenty-four (24)

hours. For purposes of this subsection, RTO represents the amount of time, after Tyler declares a disaster, within which Client's access to the Tyler Software must be restored.

6.5 Tyler conducts annual penetration testing of either the production network and/or web application to be performed. Tyler will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler will provide Client with a written or electronic record of the actions taken by Tyler in the event that any unauthorized access to Client's database(s) is detected as a result of our security protocols. Tyler will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. Client may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 Tyler tests its disaster recovery plan on an annual basis. Tyler's standard test is not client-specific. Should Client request a client-specific disaster recovery test, Tyler will work with Client to schedule and execute such a test on a mutually agreeable schedule.

6.7 Tyler will be responsible for importing back-up and verifying that you can log-in. Client will be responsible for running reports and testing critical processes to verify the returned data. At Client's written request, Tyler will provide test results to Client within a commercially reasonable timeframe after receipt of the request.

6.8 Tyler provides secure data transmission paths from each of Client's workstations to Tyler servers.

6.9 For at least the past ten (10) years, all of Tyler's employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Tyler's data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. Tyler will provide Client the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. Tyler will finalize that documentation with Client upon execution of this Agreement.
2. Professional Services Fees. Client agrees to pay Tyler the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. Tyler will bill Client the actual fees incurred based on the in-scope services provided to Client. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is

required, or if Client uses or requests additional services, Tyler will provide Client with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, Tyler will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if Client cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Tyler), Client will be liable for all (a) non-refundable expenses incurred by Tyler on your behalf, and (b) daily fees associated with cancelled professional services if Tyler is unable to reassign our personnel. Tyler will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. Tyler will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to Client.
6. Site Access and Requirements. At no cost to Tyler, Client agrees to provide Tyler with full and free access, at reasonable times during normal business hours or such other times acceptable to Client, to Client's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by Client and Tyler.
7. Client Assistance. Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Agreement. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as Client timely pays SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, Tyler will:
 - 8.1 perform maintenance and support obligations in a professional, timely, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

Tyler will use all reasonable efforts to perform support services remotely. Currently, Tyler use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, Client agrees to maintain a high-speed internet connection capable of connecting Tyler to your PCs and server(s). Client agrees to provide Tyler with a login account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler will be responsible for Tyler's travel expenses, unless it is determined and documented that the reason onsite support was required was a reason outside of Tyler's control. Either way, Client agrees to provide Tyler with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Tyler to provide the maintenance and support services, all at no charge to Tyler. Tyler strongly recommends that Client also maintain Client's VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside Tyler's normal business hours as listed in our then-current Support Call Process, provided that such support is not required as a result of a Defect in the Tyler Software. Requested services such as those outlined in this section will be billed to Client on a time and materials basis at our then current rates. Client must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third Party Hardware, if Client has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, Client will receive access to the Third Party Software and related documentation for internal business purposes only. Client's rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 Tyler is authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 Client acknowledges that Tyler is not the manufacturer of the Third Party Products. Tyler does not warrant or guarantee the performance of the Third Party Products. However, Tyler grants and pass through to Client any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. Tyler will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If Client believes any delivered software or service does not conform to the warranties in this Agreement, Client will provide Tyler with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler to resolve any issues presented in your notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Tyler's intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the date SaaS Services and the Tyler Software are made accessible to Client, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement may be renewed by the City for up to three additional one (1) year renewal terms upon thirty days' notice to Tyler. After year 8, this Agreement may be renewed for additional one (1) year renewal terms upon mutual agreement of the parties. Client may indicate its agreement to a renewal term by Client payment of an invoice issued by Tyler for the applicable renewal term. Client's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services you have received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. Client acknowledges that continued access to the SaaS Services is contingent upon Client's timely payment of SaaS Fees. If Client fails to timely pay the SaaS Fees, Tyler may discontinue the SaaS Services and deny Client access to the Tyler Software. Tyler may also terminate this Agreement if Client does not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If Client believes Tyler has materially breached this Agreement, Client will invoke the Dispute Resolution clause set forth in Section H(3). Client may terminate this Agreement for cause in the event Tyler does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. Client will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Client agrees not to use termination for lack of appropriations as a

substitute for termination for convenience.

- 2.5 Client's Termination for Convenience. Client may terminate this Agreement for convenience upon thirty (30) days written notice. Upon such termination, Town shall remit payment to Tyler for all products, services and expenses incurred or delivered prior to Tyler's receipt of the termination notice. Town shall not be entitled to a refund or offset of previously paid license and other fees.
- 2.6 Provision of Client Data Upon Termination. Upon any termination of this Agreement, Tyler will provide a copy of the database being hosted by Tyler containing Client Data.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 Tyler will indemnify, defend and hold harmless Client and Client's agents, officials, and employees against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Tyler consents). Upon Client's receipt of notice of such a claim, Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.
- 1.2 Tyler's obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on Client's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or Client's willful infringement.
- 1.3 If Tyler receives information concerning an infringement or misappropriation claim related to the Tyler Software, Tyler may, at our expense and without obligation to do so, either: (a) procure for Client the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Client will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case Client may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and Client's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Tyler consents), Tyler will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. Tyler will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 Tyler will indemnify, defend and hold harmless Client and Client's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by Tyler's negligence or willful misconduct or breach of this Agreement; (b) Tyler's

violation of a law applicable to Tyler's performance under this Agreement; and (c) Tyler's violation of its obligations under Section H(17) of this Agreement. Upon Client's receipt of notice of such a claim, Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

2.2 To the extent permitted by applicable law, and subject to Client's sovereign immunity protection, Client will indemnify and hold harmless Tyler and Tyler's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by Client's negligence or willful misconduct. Tyler will notify Client promptly in writing of the claim and will give Client sole control over its defense or settlement. Tyler agrees to provide Client with reasonable assistance, cooperation, and information in defending the claim at Client's expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO ONE AND A HALF TIMES (1.5X) THE TOTAL VALUE OF THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Insurance. During the course of performing services under this Agreement, Tyler agree to maintain the following minimum levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$5,000,000 (including Cyber Liability coverage); (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler will add Client as an additional insured to Tyler's Commercial General Liability and Automobile Liability policies, which will automatically add Client as an additional insured to our Excess/Umbrella Liability policy as well. Tyler will provide Client with copies of certificates of insurance upon execution of this Agreement and upon renewal of policies. Tyler agrees to provide Client with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth herein within thirty (30) days thereof.**

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. Client may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, Client may purchase additional products and services at Tyler's then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Tyler fails to resolve the dispute, either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If Client is a tax-exempt entity, Client agrees to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and Client will reimburse Tyler for such taxes. If Client has a valid direct-pay permit, Client agrees to provide Tyler with a copy. For clarity, Tyler is responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. Tyler will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. Tyler has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. Tyler will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for Client's payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Client and Tyler. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. Tyler is an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. Client agrees that Tyler may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information, trade secrets and

other information deemed confidential under applicable Florida law. Each party agrees that it will not disclose any confidential information of any party, including any private individuals and entities, and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give Tyler prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license or tax is required for Tyler to perform services hereunder, Client will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license or pay such tax.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, without regard to its rules on conflicts of law. Venue shall be in Miami-Dade County or, if appropriate for the claim, the United States Federal District Court – Southern District of Florida.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, Tyler agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. Tyler reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Non-Discrimination. Tyler will comply with Section 3-1.1 “Non-discrimination contract requirements; waiver” of the Town of Surfside Code. By entering into this Agreement with the Client, Tyler represents and affirms that Tyler is not currently engaged in, and will not engage in, a boycott as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
23. Sovereign Immunity. The Client is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes. Nothing herein is intended, nor shall it be interpreted or construed, to serve as a waiver of sovereign immunity by the Client.
24. Audit Right. Client may, at its own expense, audit Tyler’s books and record relating directly to this Agreement once per year upon one week’s advance written notice to Tyler.

25. Public Record. Tyler shall comply with Florida’s public records laws, each if and as applicable to Tyler. Specifically, Tyler shall:

- (a) Keep and maintain public records in Tyler’s possession or control in connection with Tyler’s performance under this Agreement.
- (b) Upon request from the Client’s Town Clerk or designee, Tyler shall provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Client.
- (d) Upon completion of this Agreement, transfer, at no cost, all public records in the possession of Tyler and required by the Client to perform the services under this Agreement to the Town Manager or designee, within seven (7) days. Once the public records have been delivered upon completion or termination of this Agreement, Tyler shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such records stored electronically by Tyler shall be delivered to the Client, upon request from the Client’s City Clerk, in a format that is compatible with the Client’s information technology systems.

IF TYLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TYLER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-861-4863, snovoa@townofsursidefl.gov, or by mail: Town Clerk, 9293 Harding Avenue, Surfside, FL 33154.

26. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Web Services – Hosted Application Terms |
| Exhibit E | Statement of Work |

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Surfside

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Counsel

Address for Notices:

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Attention: Town Manager

COPY To:

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



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by Tyler to Client under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Prepared for:
Don Nelson
Town of Surfside
 9293 Harding Avenue
 Surfside, FL 33154
 (305) 861-4863
 dnelson@townofsurfsidefl.gov

Contract ID: **2017-0037**
 Salesperson: **Scott Molenburg**
 Contract Date: **01/31/17**

Incode Financial Management Suite

Core Financials (GL, Budget Prep, Bank Recon, AP, Express, CellSense, Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures (qty 2))	108	\$13,500
CAFR Statement Builder	32	\$4,000
Purchasing	32	\$4,000
Fixed Assets	20	\$2,500
Inventory Control	32	\$4,000
Project Accounting	16	\$2,000

Incode Personnel Management Suite

Personnel Management (Includes Position Budgeting)	100	\$12,500
Employee Self Service (ESS) (Employee Portal)	32	\$4,000
ESS Time & Attendance (# of FTE Employees) 75	32	\$4,000

Incode Customer Relationship Management Suite

Utility CIS System (Collections, Tax Lien Process & Import, Utility Payment Import, Qty 1 Utility Handheld Meter-Reader Interface)	152	\$19,000
Mobile Service Orders		Included
Third Party Printing Interface	4	\$500
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant Cash Collection Interface, Cashiering Receipt Import)	40	\$5,000
Miscellaneous Accounts Receivable	12	\$1,500

Energov Product Suite

Permitting & Land Management	Up to 15 Users	
Permitting & Inspections	96	\$12,000
License & Regulatory Management		
License Management	48	\$6,000
Customer Relationship Management		
Code Enforcement	40	\$6,000
System Extensions		
Customer Portal		
Permitting & Inspections	8	\$1,000
Licensing	8	\$1,000
GIS Server	8	\$1,000
IG Workforce Server	8	\$1,000
IG Workforce iPad Apps (each) 4	2	\$250

Content Management Suite

Tyler Content Manager Standard Edition (TCM SE)	40	\$5,000
Tyler Content Manager - Meeting Manager (Included Free on an AS IS Basis)		Included

Subtotal 878 \$109,750

Conversion Services

Description	Fee	Hours	Services	Investment
Financial Applications	\$5,500	16	\$2,000	\$7,500
Personnel Management/Payroll	\$3,250	8	\$1,000	\$4,250
Utility Billing	\$6,000	16	\$2,000	\$8,000
Permitting & Licensing	\$14,970	40	\$5,000	\$19,970
Subtotal	\$29,720	80	\$10,000	\$39,720

Professional Services

Description	Fee	Hours	Services	Investment
Project Management			\$5,000	\$5,000
Subtotal			\$5,000	\$5,000

Tyler Hosted Applications

Description	Services	Investment	Annual
Online Applications			
Utility Billing Online # of Accounts 3,000	\$800		Included
Notifications			
Incode Notifications for Utility Billing			Included
Continuing Education			
Tyler U			Included
Subtotal	\$800		

Tyler Network Services/Hardware/Third Party

Description	Fee	Hours	Services	Investment	Annual
Network Services					
Disaster Recovery Services					Included
Basic Network Services					Included
Hardware					
Cashiering Hardware	\$1,600		\$150	\$1,750	
Subtotal	\$1,600		\$150	\$1,750	\$0

Length of Agreement	5 Years - 60 Months
Annual SaaS Fee	\$ 74,103
Annual User Fee	\$ 5,750
Total Annual SaaS Fee	\$ 79,853

**Additional fees will apply for additional users

Summary	One Time Fees	Recurring Fees
Total Tyler Network Services/HW/Third Party	\$1,600	\$0
Total Tyler Services	\$155,420	\$ 79,853
Annual SaaS Fee		
Summary Total	\$157,020	\$79,853

Estimated Travel Expense:
 Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.



Prepared for:
Don Nelson
Town of Surfside

Tyler Conversion Services (NOTE: See Conversion Summary Documentation or SOW for Details on Scope)

Description	QTY	Fee	Hours	Services	Investment
Financial Applications		\$5,500		\$2,000	\$7,500
General Ledger		1,750	8	1,000	
- Chart of Accounts - Additional Fee for Historical Views					
Legacy/Historical Views		750	4	500	
Accounts Payable		2,000			
- Vendor Master Only - Additional Fee for Historical Views					
Legacy/Historical Views		1,000	4	500	
Personnel/Payroll Applications		\$3,250		\$1,000	\$4,250
Personnel Management/Payroll		\$2,250	4	\$500	
- Employee Master, Deductions/Taxes, Retirement, Current Leave Totals, Current Direct Deposit - Additional Fee for Historical Views					
Legacy/Historical Views		\$1,000	4	\$500	
Utility Billing		\$6,000		\$2,000	\$8,000
Utility - CIS - Additional Fee for Historical Views		\$5,000	12	\$1,500	
- Contacts/Properties/Accounts					
- Service meter info - meter inventory					
- Transaction/Consumption/Read History (2 Years)					
- Metered services (1 metered service)					
- Non-Metered service (up to 2 services)					
Legacy/Historical Views		\$1,000	4	\$500	
Permitting & Licensing		\$14,970		\$5,000	\$19,970
Permits & Inspections		\$4,235	8	\$1,000	
- Permit Master (includes contacts & properties)					
Licensing		\$4,235	8	\$1,000	
- License Master (includes contacts & properties)					
Accounts Receivable		\$3,250	4	\$500	
- Master (includes contacts & properties)					
Code Enforcement		\$3,250	20	\$2,500	
- Incidents (includes property & contact info)					
Subtotal					\$39,720



Prepared for:

Don Nelson
Town of Surfside

Tyler Notifications

Description

Incode Notification for Utility Billing (\$0.10 per call)	Active Accounts	<u>3,500</u>
---	-----------------	--------------

-Customer Notification by Phone

- Call Late Notices

- Call Late Notices

- General Notifications

- Call Lists automatically generated

- Account updated after call

- Custom message for each call type

- Call Message can be English or Spanish

- Generate reports based on call results

Note: The Utility will be billed at the rate specified above for all calls made.

The Utility will be billed quarterly by Tyler Technologies for calls conducted.



Prepared for:

Don Nelson
Town of Surfside

Tyler Content Manager

Description	QTY	License Fees	Hours	Services	Investment	Annual
Tyler Meeting Manager (Included Free on an AS IS Basis)		Included		Included	\$0	NC
Subtotal		\$0		\$0	\$0	\$0



Prepared for:
Don Nelson
Town of Surfside
Tyler Network Services

Description

Tyler Systems Management

Proactive System Monitoring	Network Protection Services
*Tyler application availability	* Service packs and windows updates
* Server Hardware Monitoring	*Tyler Application Automated update service
*Monthly System Status reports via email	
Remote Technical Support 7a-7p CST	Reduced rate for on-site assistance
*Troubleshoot Tyler Server and Workstation Hardware and Software Issue	* \$100/hr for on-site troubleshooting and consulting services
* Technical Help-Desk Support - Unlimited Remote support on technical is	Tyler Remote Helpdesk Requirements
* Tyler Application and DB migration to new hardware	* High speed internet required
Database Administration	* Supported tape backup hardware and software
*SQL Server updates and Patches	* All supported computers must meet Tyler minimum hardware requirements
* Database Monitoring	
*Maintenance Plan setup	
Backup Assistance	
* Guide you through establishing backup procedures that will minimize your downtime in the event of a disaster.	
* Troubleshoot and resolve problems with backups	

Tyler Disaster Recovery Service

The following Tyler Products are covered by Tyler DR:

- Incode Financial Suite
- Incode Personnel Management Suite
- Incode CIS/CRM Suite
- Incode Energov Product Suite
- Incode Content Managent Suite - TCM SE/TCM EE

Tyler Application coverage details:

- Tyler Application Data sent to our DRS facility every 24 hours
- Data integrity check to make sure your data is collected properly
- 24 Hour Recovery Point Objective
- Emergency response within 2 business hours. Application Availability within 8 business hours
- We will help you establish a SaaS connection for up to 10 concurrent Users during service activation
- We will assist you in restoring data from DRS facility to file server
- 1 Annual Disaster Planning Walkthrough

Scope of Service:

Coverage includes Tyler Financial, CIS/CRM, Municipal Court, and Utility Billing Data, Report Writer, Property Tax, and Eden Financials are considered Tyler Application Data
 It does not include any Operating System, Active Directory, or Non-Tyler Application Data
 Tyler Content Manager requires a separate coverage agreement

TCM Application coverage details:

- TCM database will be configured to ship transaction logs to our DRS facility every 1 hour
- Data integrity check to make sure your data is collected properly
- 24 Hour Recovery Point Objective
- Emergency response within 2 business hours. Application Availability within 8 business hours
- We will assist you in restoring data from DRS facility to file server

Scope of Service:

Coverage includes storage of up to a 50GB TCM database
 Should the TCM database exceed 50 GB client is subject to additional charges at current storage costs

Notes:

Client must run the SQL Server service under Tyler specified local machine service account
 A point to point demand dial connection between client SQL server to DRS SQL server using Microsoft RRAS
 Client will be provided a portable HD for initial DB backup that will be overnighted to DRS facility
 Current Technical Support Business Hours are from 7a-7p CST

Notes:

Tyler DR is not to be considered a replacement for local tape backups, but as a supplemental coverage service. Entity must perform backup procedures and tape rotation as established in Tyler's recommended backup procedures documentation
 Remote access to client servers must be provided through RDP, PCAnywhere or GotoAssist.
 Tyler requires a minimum 128 kbps upstream internet access from the Tyler Application server. 256kbps or better recommended

Entity must utilize the following:

Backup Software: Arcserve, Backup Exec, or NT Backup (Preferred)
 Only those Entity's who use Microsoft's NTBackup or Backup Exec are eligible for daily backup monitoring and monthly reporting
 Supported Backup Hardware: DDS3 12/24GB DAT, DDS4 20/40GB DAT, DDS5 35/70GB DAT or LTO Drives
 Optional: Entity sends tapes monthly to Tyler for off-site rotation

Non-Participation

- \$125/hr for assistance in troubleshooting non-disaster backup/restore situation
- \$150/hr for non-ASP related data recovery assistance in disaster situations.
- One time fee: \$10,000 + \$500/day for Level 1 ASP service in disaster situations



Prepared for:

Don Nelson
Town of Surfside

Hardware and System Software

Description	QTY	Price	Annual	Source
Cashiering/Cash Collection				
<i>All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper</i>				
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	1,050		
Media Plus Automated Cash Drawer -Black NEW (INCODE)	1	200		
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	1	350		
		One Time Fees	Recurring Fees	
Hardware & System Software		1,600		
Hardware Installation Services		150		
Hardware & System Software Subtotal		1,750	\$0	



Prepared for:

Don Nelson
Town of Surfside

Tyler University

Description

Tyler U

- E-learning courses available for all employees during the subscription period
- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications
- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards
- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention
- Available 24/7
- New courses created continually

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org



Exhibit B

Invoicing and Payment Policy

Tyler will provide Client with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: Tyler will invoice Client for the applicable software and services in the Investment Summary as set forth below. Client's rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Client's annual SaaS fees for the initial five (5) year term are fixed and set forth in the Investment Summary. Upon expiration of the initial term, Client's annual SaaS fees will be at Tyler's then-current rates, provided however that in no event shall Client's annual SaaS fees increase by more than 5% from the Client's prior year SaaS fees for the three (3) year period following the initial five (5) year term.

2. Other Tyler Software and Services.
 - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.

 - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

 - 2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

 - 2.4 *Consulting Services:* If Client has purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If Client has purchased any Business Process Consulting services and they are quoted as an estimate, then Tyler will bill Client the actual services delivered on a time and materials basis.

 - 2.5 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will bill you the actual services delivered on a time and materials basis.

 - 2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. Client must report any failure of the modification to conform to the

specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. Client may still report Defects to Tyler as set forth in the Maintenance and Support Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.8 *Change Management Services*: If Client has purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when Tyler makes it available to Client for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when Tyler makes it available to Client for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Tyler’s current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; Tyler reserves the right to charge Client an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Tyler prefers to receive payments electronically. Tyler’s electronic payment information is:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a

trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that Client has requested Tyler to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. Tyler set Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

a. Your Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the Support Call Process. Client will receive a support incident number.

Client must document, in writing, all Downtime that Client has experienced during a calendar quarter. Client must deliver such documentation to Tyler within 30 days of a quarter's end.

The documentation Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When Tyler's support team receives a call from Client that Downtime has occurred or is occurring, Tyler will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of your Downtime report, Tyler will compare that report to our own outage logs and support tickets to confirm that Downtime for which Tyler is responsible indeed occurred.

Tyler will respond to Client’s Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by Tyler in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve Tyler of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client.

V. Force Majeure

Client will not hold Tyler responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. Client will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that Tyler can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide Client with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Hosted Applications. Tyler will provide Client with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Tyler's Web Services are designed to enable Client to easily establish a presence on the Internet. Tyler's Web Hosting and Design is composed of Tyler's Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Tyler's Utility Billing On-Line Component allows Client to make available certain information from Client's utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information,
2. Term. Tyler will grant Client access to the hosted applications provided you timely pay all associated fees. The term of Client's subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. Tyler shall maintain a website for Client, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. Client must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to Client's bank account. Client is responsible for all fees and expenses of the merchant account. Client must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While Tyler assumes responsibility for data transfer, Tyler are not responsible for accuracy of data transferred.
5. Limited License. Client's license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. Ownership of Data. All data Client provides to Tyler for the purposes of generating the website shall remain Client's property. Should Client terminate its subscription, Tyler shall return to Client any such data in our possession.
7. Fees. Client agrees to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. Tyler may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit E
Statement of Work

TO BE INSERTED

Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

Town of Surfside Florida

9293 Harding Avenue, Surfside, Florida 33154

Prepared by:

Scott Molenburg

5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.

www.tylertech.com

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the Town of Surfside Florida the opportunity to make the Surfside FL **more accessible and responsive** to external and internal customer needs and **more efficient** in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Surfside FL's functional area utilizing the Tyler product(s). Refer to Scope of Services section for information containing detailed service components.

[PRODUCT]	[FUNCTIONALITY]
Incode Financials	
Incode Personnel Management	
Incode CRM	
EnerGov	Permitting & Land Management
EnerGov	Licensing & Regulatory Management

1.3 Project Timeline

The Project timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-Stage Process specifically designed to focus on critical Project success measurement factors.

Tailored specifically for Tyler's public sector clients, the Project methodology contains Stage acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the Project methodology repeats consistently across Phases, and is scaled to meet the Surfside FL's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other Project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the Surfside FL collaborate to resolve Project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Surfside FL steering committee become the escalation points to triage responses prior to escalation to the Surfside FL and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Surfside FL and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the Surfside FL's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The Surfside FL's project manager(s) coordinate Project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Surfside FL project manager(s) will be responsible for reporting to the Surfside FL steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The Surfside FL steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Surfside FL project manager(s) and the Project as a whole and through participation in regular internal meetings, the Surfside FL steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Surfside FL steering committee also provides support to the Surfside FL project manager(s) by communicating the importance of the Project to all impacted departments. The Surfside FL steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the Project team, for making timely decisions on critical Project issues or policy decisions. The Surfside FL steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The Surfside FL's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Surfside FL steering committee, project manager(s), and functional leads to make critical business decisions for the Surfside FL.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with the Surfside FL. If requested, the Tyler project manager(s) provide regular updates to the Surfside FL's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the Surfside FL management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the Project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation Project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the Project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Surfside FL shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Surfside FL does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Surfside FL does not agree the particular Deliverable or Control Point meets requirements, the Surfside FL shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Surfside FL shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Surfside FL does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The Surfside FL and Tyler have the ability to allocate additional internal resources if needed. The Surfside FL also ensures the alignment of their budget and Scope expectations.
- The Surfside FL and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and the Surfside FL provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the Surfside FL project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the Surfside FL project manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- Tyler provides “test scripts” to Surfside for testing.
- Surfside FL user’s complete prerequisites prior to applicable scheduled activities.
- Tyler provides options for configuration and processing options available within the Tyler software. The Surfside FL is responsible for making decisions based on the options available.
- In the event the Surfside FL may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Surfside FL’s responsibility to define, document, and implement.
- The Surfside FL makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services beyond the budgeted hours out of Scope and requires additional hours be requested via Change Request approved through the Change Control process.
- The Surfside FL will respond to information requests in a comprehensive and timely manner, in accordance with the Project schedule.

3.2 Data Conversion

- The Surfside FL is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The Surfside FL understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.

- During this process, the Surfside FL may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the Surfside FL to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The Surfside FL ensures the 3rd party data received is in the correct format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- It is understood and agreed that the Town of Surfside will provide Tyler all data exports from their existing SunGuard system in a readable Ascii format. It is agreed that Tyler will import all Ascii data into their system, at no additional cost to the Town above what is stated in the Contract.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The Surfside FL is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for Project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The Surfside FL will provide network access for Tyler modules, printers, and Internet access to all applicable Surfside FL and Tyler Project staff.
- The Surfside FL has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Surfside FL's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Surfside FL does not meet minimum standards of Tyler's published specifications.

3.5 Education

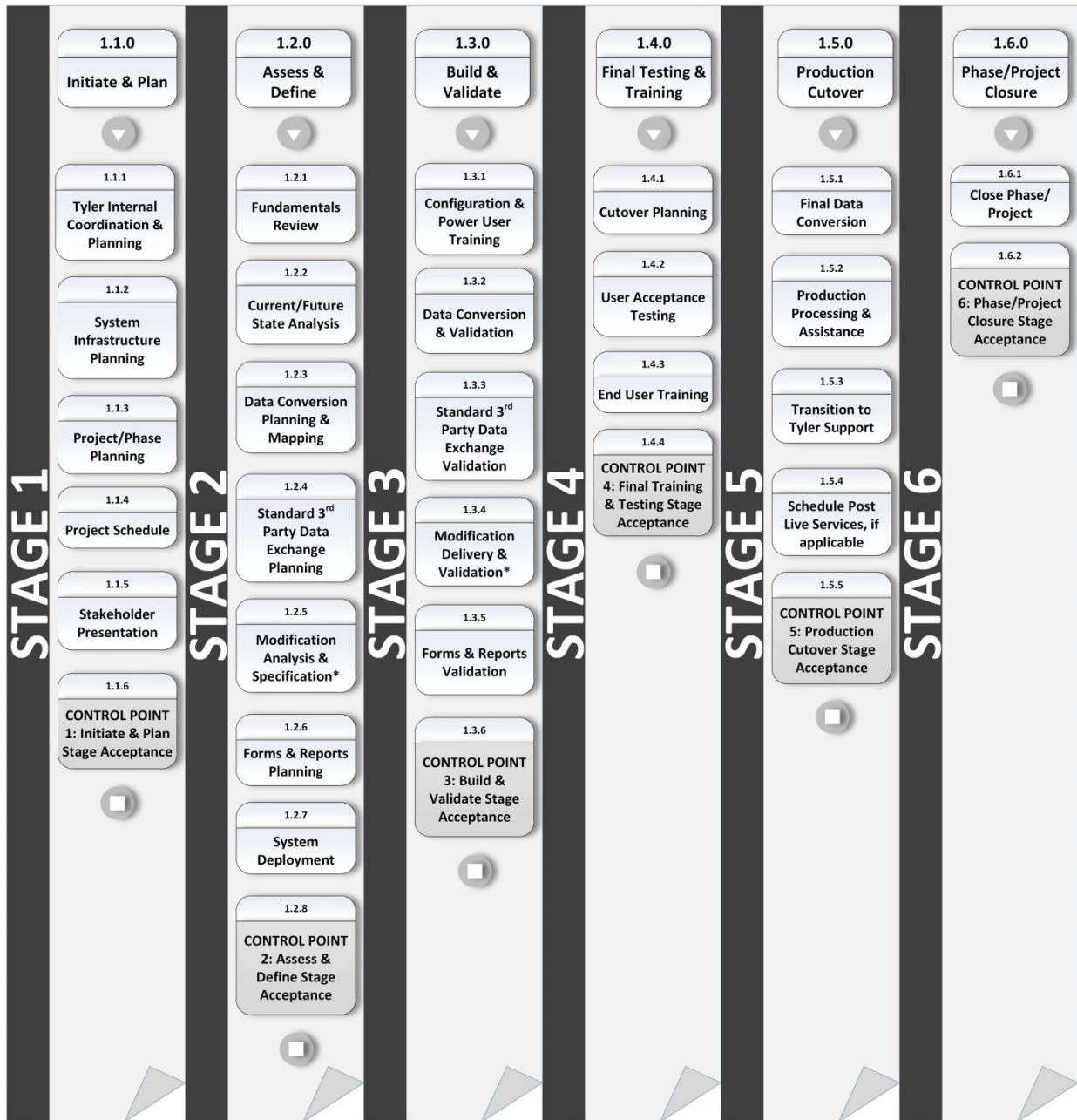
- During live and onsite training, the Surfside FL provides a training room for Tyler staff to transfer knowledge to the Surfside FL's resources, as well as a place for the Surfside FL staff to practice what they have learned without distraction. If Phases overlap, the Surfside FL will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The Surfside FL determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two people at a given workstation.
- The Surfside FL provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Surfside FL provided projector, allowing all attendees the ability to actively engage in the training session.

- The Surfside FL testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The Surfside FL is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Surfside FL and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Surfside FL participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the Surfside FL with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Surfside FL participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Surfside FL’s team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and Phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The Surfside FL provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Surfside FL’s site. The Surfside FL completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I							C	
Make hardware available for Installation			I					C				A							R	
Install system hardware, if applicable			I					C				A							R	
Complete system infrastructure audit			I					C				A							R	

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by the Surfside FL and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule				C						I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

The Surfside FL stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the Surfside FL's Project.
 - Scope: The Implementation Management Plan addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: the Surfside FL reviews and acknowledges receipt of Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: the Surfside FL acceptance of schedule based on Surfside FL resource availability and Project budget and goals

4.2.6.2 Initiate & Plan Stage Control Point Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current the Surfside FL business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Surfside FL collaboration. The Surfside FL shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Fundamentals Review																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.3 Current/Future State Analysis

The Surfside FL and Tyler will evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Surfside FL, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.4 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Surfside FL’s Legacy System Applications to the Tyler system. Tyler staff and the Surfside FL work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.5 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the Surfside FL’s responsibility to ensure the third party program operates or accesses the data correctly.

The Surfside FL and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.6 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Surfside FL reviews the specifications and confirms they meet the Surfside FL’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Modifications by using Standard functionality within the Application, which may require a Surfside FL business process change. It is the responsibility of the Surfside FL to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Surfside FL approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the Surfside FL will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.7 Forms & Reports Planning

The Surfside FL and Tyler project manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either Surfside FL-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Review required Forms output			A	R									C	I	C						
Review and complete Forms options and submit to Tyler			I			I						A	R		C						
Review in Scope Reports			A	R								I	C		C						
Identify additional Report needs			I	C								A	R		C						
Add applicable tasks to Project schedule		A	R	I		C						C	I		I				I		

4.3.8 System Deployment

The Tyler technical services team installs Tyler Applications on the server(hosted or on-premise) and ensures the platform operates as expected.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	System Deployment																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.9 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.9.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to Surfside FL business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: Surfside FL acceptance of completed Questionnaire based on thoroughness of capturing all Surfside FL business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the Surfside FL, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the Surfside FL's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: Surfside FL accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each Surfside FL in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, if required.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Surfside FL team members are trained on applicable system administration tasks.

4.3.9.2 Assess & Define Stage Control Point Acceptance Criteria

- Tyler software is Installed

- Fundamentals review is complete
- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Surfside FL’s needs identified during the Assess and Define Stage, preparing the Surfside FL for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the Surfside FL to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Surfside FL Power Users to prepare them for the validation of the software. The Surfside FL collaborates with Tyler staff iteratively to validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Configuration & Power User Training																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Perform configuration			A	R								I	R		I						
Power User process and Validation training			A	R								I	C	I	C					I	
Validate configuration			I	C								A	C		R				C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Surfside FL, the Tyler data conversion team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Surfside FL reviews specific data elements within the system and identifies and reports discrepancies in writing. Iteratively, Tyler collaborates with the Surfside FL to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R														C	
Complete initial review of data errors		A	I	C	R							I	I						C	
Review data conversion and submit needed corrections			I	C	I							A	C		R				C	
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C	

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Surfside FL tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the Surfside FL for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Surfside FL tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the Surfside FL to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: the Surfside FL acknowledges data conversion delivery; the Surfside FL completes data issues log.
- Installation of Modifications on the Surfside FL's server(s) or Tyler hosted servers.
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: the Surfside FL acknowledges Delivery of Modification(s) meeting objectives described in the Surfside FL-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Surfside FL acknowledges that Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Control Point Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Modifications delivered and available for testing in Stage 4
- The Surfside FL and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Surfside FL review the final cutover plan. A critical Project success factor is the Surfside FL understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

The Surfside FL and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline cutover tasks to help prepare the Surfside FL for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C						I	I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The Surfside FL performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Surfside FL processes that will be delivered via group training, webinar, eLearning and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Surfside FL users who attended the Tyler sessions may train any Surfside FL users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing/
 - Acceptance criteria: Surfside FL acknowledges the checklist delivery including definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Surfside FL acknowledges that Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

The Surfside FL and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Surfside FL begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the Surfside FL transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The Surfside FL provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Surfside FL may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the Surfside FL during production cutover activities. The Surfside FL transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the Surfside FL to the Tyler Support team, who provides the Surfside FL with day-to-day assistance following production Cutover.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with the Surfside FL project manager(s) to identify needs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Schedule Post-production Services, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics	A	R	I									C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Surfside FL acknowledges that data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with the Surfside FL project manager(s) and Tyler Support team, define roles and responsibilities, define methods for contacting Support.
 - Acceptance criteria: the Surfside FL acknowledges receipt of tools to contact Support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Control Point Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler Support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Surfside FL moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The Surfside FL and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the Surfside FL project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Control Point Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project managers prior to the start of each Phase of the Project. The project manager assigns other Tyler resources as the schedule develops. One person may fill multiple Project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Surfside FL's overall organizational strategy
- Authorizes required Project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the Project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks and decisions
- Acts as the counterpart to the Surfside FL's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the Surfside FL steering committee.
- Assigns Tyler Project personnel
- Works to resolve all decisions and/or issues not resolved at the Project management level as part of the escalation process
- Attends Surfside FL steering committee meetings as necessary
- Provides support for the Project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the Project schedule and budget, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by Surfside FL project manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines Project tasks and resource requirements
- Develops initial and full scale Project schedule
- Collaborates with Surfside FL project manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Surfside FL to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the Surfside FL and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Surfside FL any items that may negatively impact the outcomes of the Project
 - Collaborates with the Surfside FL's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
 - Sets a routine communication plan that will aide all Project team members, of both the Surfside FL and Tyler, in understanding the goals, objectives, current status and health of the Project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
 - Provides direction and support to Project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the Surfside FL following configuration
- Assists during Cutover process and provides production support until the Surfside FL transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with Surfside FL and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the Surfside FL's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.5 Tyler Sales

- Provide sales background information to implementation during Project Initiation
- Support sales transition to implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the Surfside FL on the status and resolution of reported issues

5.2 Surfside FL Roles and Responsibilities

Surfside FL resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Surfside FL Executive Sponsor

- Provides clear direction for the Project and how it applies to the organization's overall strategy
- Champions the Project at the executive level to secure buy-in
- Authorizes required Project Resources
- Resolves all decisions and/or issues not resolved at the Surfside FL Steering Committee level as part of the escalation process
- Actively participates in Organizational Change Communications

5.2.2 Surfside FL Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled Steering Committee meetings
- Provides support for the Project team
- Assists with communicating key Project messages throughout the organization

- Prioritizes the Project within the organization
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Surfside FL Policies

5.2.3 Surfside FL Project Manager

The Surfside FL shall assign Project Manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the Surfside FL Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from Surfside FL to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines Project tasks and resource requirements for Surfside FL Project team
 - Collaborates in the development of and approval of the Project Plan and Project schedule
 - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget
 - Collaborates with Tyler Project Manager to establishes risk/issue tracking/reporting process between the Surfside FL and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively impact the outcomes of the Project

- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
- Routinely communicates with both Surfside FL staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members
- Team Management
 - Acts as liaison between Project Team and Stakeholders
 - Identifies and coordinates all Surfside FL resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and satisfying invoices
 - Provides direction and support to Project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to Surfside FL technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
 - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

5.2.4 Surfside FL Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client Project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to Surfside FL Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation management plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues

- Communication with Tyler Project team
- Coordination of Surfside FL resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 Surfside FL Power Users

- Participate in Project activities as required by the Project team and Project Manager(s)
- Provide subject matter expertise on Surfside FL business processes and requirements
- Act as Subject Matter Experts and attending current/future state and Validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout Project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to Surfside FL staff during and after implementation, as necessary

5.2.6 Surfside FL End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 Surfside FL Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from Surfside FL's Legacy System per the conversion schedule set forth in the Project schedule
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for Surfside FL 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed

- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 Surfside FL Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Surfside FL's Software Upgrade process
- Assists with the Software Upgrade process, if required, during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with Surfside FL and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade Production environment

5.2.9 Surfside FL Project Toolset Coordinator

- Ensures users have appropriate access to Tyler Project Toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 Surfside FL Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the Project changes
- Identifies the impact areas resulting from Project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used recurrently, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in Production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project manager or different individual assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production	The City is using the iasWorld software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the client Project manager to discuss Scope, information needed for Project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.

Scope	Products and services that are included in the Agreement.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Software Upgrade	References the act of updating software files to a newer software release.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Incode 10 Conversion Summary

7.1 General Ledger – Chart of Accounts

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

7.2 General Ledger – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

7.3 Accounts Payable – Vendor Master

- Vendor master information, address, primary contact, and notes

7.4 Accounts Payable – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

7.5 Personnel Management/Payroll - Standard

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information
- Federal and state tax withholding information

7.6 Personnel Management/Payroll – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

7.7 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

7.8 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views



Town of Surfside Commission Communication

Agenda Item # 5B

Agenda Date: January 9, 2018

Subject: Calvin, Giordano & Associates, Inc. Work Authorization No. 109 Surfside ERP Project Management

Background: Calvin, Giordano & Associates, Inc. (CGA) has maintained an integral role through the lengthy Enterprise Resource Planning (ERP) Request for Proposal process for a new software system. CGA has also assisted the Town with the extensive vetting of Tyler Technologies' (Tyler) proposal selected as the best to meet the Town's needs in this endeavor. The licensing agreement with Tyler, presented in this agenda under separate cover, was refined with their assistance working in tandem with staff and the Town Attorney's office.

Analysis: The retention of CGA to assist with this initiative is paramount to the success of the implementation. CGA is the Town's authorized provider of IT services however a project of this magnitude is outside of their daily Surfside operations.

An ERP implementation process is intense, disruptive and a challenge. The support of CGA in this endeavor will provide the expertise and additional resources the Town needs to compete the project (Exhibit A).

CGA will also work with SunGuard, the Town's existing provider of financial software, and iWorks, the Code Division's existing software, on the conversion of data to Tyler. These two agreements will be on the Town Commission February 13, 2018 agenda.

Budget: Eighty hours a month ERP assistance will be provide at \$9,600per month through the end of Fiscal Year 2017-2018. Existing budgetary funding for the ERP will be utilized with the remaining amount to be funded from the budgeted Non-Departmental Contingency Fund. An amendment to the budget is presented in this agenda under separate cover.

While optimistic that the ERP implementation will be completed by the end of this fiscal year, any additional time required will be identified with the Fiscal Year 2018-2019 budgetary process.

Staff Impact: CGA's team will be an extension of staff and work in tandem to ensure the successful implementation of the ERP process.

Recommendation: It is recommended the attached Resolution be approved to authorize the Town Manager to execute the CGA Work Authorization No. 109 Surfside ERP Project Management.



Mayte Gamiotea, Acting Finance Director



Guillermo Olmedillo, Town Manager

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION TO CALVIN GIORDANO & ASSOCIATES, INC. TO PROVIDE PROJECT MANAGEMENT FOR THE ENTERPRISE RESOURCE PLANNING SOFTWARE PROJECT; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act), the Town of Surfside (“Town”) entered into a Continuing Professional Services Agreement (the “Agreement”) with Calvin Giordano & Associates, Inc. (“Consultant”) for professional general engineering services on October 6, 2014; and

WHEREAS, in accordance with the provisions of the Agreement, Consultant and the Town have agreed to enter into a Work Authorization (“Work Authorization”) for project management services in connection with the implementation of the Enterprise Resource Planning Software with Tyler Technologies, Inc. (“Tyler”), in the monthly amount of \$9,600 commencing upon execution of the Tyler contract and continuing through the end of fiscal year 2017-2018, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Work Authorization attached as Exhibit “A” provides for a scope of services detailing the Services to be provided by Consultant, as well as a schedule or time for performance and compensation for the Services; and

WHEREAS, Consultant has agreed to provide the Services described in the Work Authorization to be entered into with the Town; and

WHEREAS, the Town Commission finds that approval of the Work Authorization between Consultant and the Town is in the best interest of the Town.

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

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

Section 2. Approval of Work Authorization. The Work Authorization between the Consultant and the Town to provide the Services, attached hereto as Exhibit "A", is hereby approved, and the Town Manager is authorized to execute the Work Authorization.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

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

PASSED AND ADOPTED this 9th day of January 2018.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

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

December 27, 2017

Mr. Guillermo Olmedillo
Town Manager
TOWN OF SURFSIDE

9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 109
Surfside ERP Project Management
CGA Proposal No. 17-9925

Dear Mr. Olmedillo,

Enclosed for your review and approval is Work Authorization No. 109 for Surfside ERP Project Management. The scope of the project includes Project Management.

The Scope of Services to be furnished under this Work Authorization includes full ERP Project Management as shown on the attached Work Authorization.

The Basis of Compensation for CGA will be \$9,600.00 renewable on a monthly basis. Payments to be made monthly.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano
Vice President

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

TOWN OF SURFSIDE
Surfside ERP Project Management

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

CGA will dedicate 80 hours per month either onsite or remote through the duration of the ERP project. CGA will also assist with decision making jointly with the Town for Project Scope, scheduling, and task assignment. CGA will also be responsible for communicating these decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner.

I. Professional Data Technologies & Development Services

A. Contract Management

1. Validates contract compliance throughout the Project
2. Ensures invoicing and deliverables meet contract requirements
3. Acts as primary point of contact for all contract and invoicing questions
4. Signs off on contract milestone acknowledgment documents in conjunction with the Town
5. Collaborates on and reviews change requests, if needed, to ensure proper Scope and budgetary compliance

B. Planning

1. Review and acknowledge Implementation Management Plan
2. Defines Project tasks and resource requirements
3. Collaborates in the development of and approval of the Project Plan and Project schedule

4. Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation

C. Implementation Management

1. Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
2. Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget
3. Collaborates with Tyler Project Manager to establishes risk/issue tracking/reporting process between the Town and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively impact the outcomes of the Project
4. Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
5. Routinely communicates with both the town staff and Tyler, aiding in the in the understanding of goals, objectives, current status, and health of the Project by all team members

D. Team Management

1. Acts as liaison between Project Team and Stakeholders
2. Identifies and coordinates all Town resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and satisfying invoices
3. Provides direction and support to Project team

4. Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
5. Manages the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist
6. Assesses team performance and takes corrective action, if needed
7. Provides guidance to the Town's technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
8. Coordinates with in Scope third party providers to align activities with ongoing Project tasks

2. BASIS OF COMPENSATION:

CGA will be retained for a fee of \$9,600.00 renewable on a monthly basis.
Payments to be made monthly.

3. SUBMITTED

Submitted by:



Chris Giordano
Vice President

Date:

12/28/17

4. APPROVAL

Approved by:

Guillermo Olmedillo
Town Manager

Date:


**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 109
PROJECT NAME Surfside ERP Project Management
CGA Proposal No. 17-9925
DESCRIPTION Project Management

TITLE	RATE	HOURS/UNITS	COST
ERP Project Management	\$120.00	80	\$9,600.00
			\$9,600.00

SUB-CONSULTANTS

LABOR SUBTOTAL \$9,600.00
REIMBURSABLE SUBTOTAL \$0.00
TOTAL \$9,600.00

Reviewed by: 
Guillermo Olmedillo, Town Manager 12/28/17



Town of Surfside Commission Communication

Agenda Item # 5C

Agenda Date: January 9, 2018

Subject: Amending the Budget Approved for Fiscal Year 2017-2018 / Enterprise Resource Planning Software Project

Background: In anticipation of enacting a new Enterprise Resource Planning software system (ERP), the Town planned for the expense through the allocation of funding with each recent annual budget under Capital Projects Fund. This funding was identified for the actual software licensing.

Analysis: Through the lengthy ERP Request for Proposal process and the vetting and selection of Tyler Technologies, Inc. (Tyler) as the best provider to meet the Town's needs, other associated expenses were identified.

To ensure a successful review and implementation of the ERP project, the retention of Calvin, Girodano & Associates (CGA) is essential. CGA is the Town's authorized provider of IT services however a project of this magnitude is outside of their daily Surfside operations. A Work Authorization for this assistance is presented in this agenda under separate cover for eighty hours per month at \$9,600 per month.

Also, there will be additional expenses associated with the conversion of data from the Town's existing financial software (SunGuard) to Tyler prior to the termination of this software license. The same is true of the Code Division's iWorks software. Agreements with these two vendors for the data conversion, estimated to be \$15,000 in total, will be on the Town Commission February 13, 2018 agenda.

In summary, the total expense of the ERP initiative for Fiscal Year 2017-2018 is \$328,673. This includes the Tyler agreement (presented in this agenda under separate cover), the CGA work authorization and agreements with SunGuard and iWorks. Presently the Capital Projects Fund has \$300,000 earmarked for the ERP.

Budget Impact: The Fiscal Year 2017-2018 Budget will be amended to transfer \$30,000 from the Non-Departmental Contingency to the Capital Projects Fund for the ERP project.

Staff Impact: None.

Recommendation: It is recommended the attached Resolution be approved to amend the Fiscal Year 2017-2018 Budget as identified.


Mayte Gamio, Acting Finance Director


Guillermo Olmedillo, Town Manager

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE BUDGET APPROVED FOR FISCAL YEAR 2017-2018; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 26, 2017, in accordance with Section 200.065, Florida Statutes, the Town of Surfside (the “Town”) Commission adopted the budget for fiscal year 2017-2018 (the “Budget”) by Resolution No. 17-2452; and

WHEREAS, Section 6 of Resolution No. 17-2452 provides that if the Town Manager determines that an Operating or Capital Fund total will exceed its original appropriation, the Town Manager is authorized and directed to prepare such resolutions as may be necessary and proper to amend the Budget; and

WHEREAS, the appropriation for \$30,000 from Non-Departmental Contingency will exceed its original appropriation due to the implementation of the Town’s Enterprise Resource Planning Software Project, and the Town Manager recommends that the Town Commission amend the Budget to appropriate sufficient funds in the Capital Projects Fund.

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. **Amending Budget.** The Town’s Budget for the fiscal year commencing October 1, 2017 and ending September 30, 2018 adopted in Section 2 of Resolution No. 17-2452, is hereby amended;

Section 3. **Authorization.** The Town Manager is hereby authorized to take any and all actions necessary to implement the terms and conditions of this Resolution and expend budgeted funds.

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

PASSED AND ADOPTED on this 9th day of January, 2018.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

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



Town of Surfside Commission Communication

Agenda #: 9A
Agenda Date: January 9, 2018
Subject: Power Blowers (Leaf Blowers)
From: Alan P. Graham, Code Compliance Director

Background: Currently, there are two separate Town Ordinances that address the use of power blowers (leaf blowers). Under Town Ordinance Section 66-7, Disposal of Grass Cuttings and Hedge Trimmings, “the use of power blowers is absolutely prohibited.” This Section of the Town Code was adopted on July 31, 1975, and amended on May 13, 2014. This prohibition was considered to be vital to keeping yard clippings from being blown into the Town’s gutters and stormwater drains.

Under Town Ordinance Section 54-78 (15), Prohibited Noises - Blowers, “The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.” is prohibited. This Section of the Town Code was adopted in 1960, and amended three times on May 12, 1992, on March 11, 2014, and on December 13, 2016.

Much has changed in the design and use of power blowers since the 1960s. Almost every landscaping company uses them. It has also become apparent that some residents want to see the prohibitions lifted.

Our neighboring municipality, the Village of Bal Harbour, allows the use of power blower from 8:30 a.m. to 5:30 p.m., Mondays through Saturdays. Their use is prohibited on Sundays and legal holidays.

Budget Impact: None

Growth Impact: None

Staff Impact: The Code Compliance staff will continue to monitor and enforce the current Town Ordinances relating to power blowers, as well as any amendments to them.

Staff Recommendation: Staff recommends the Town Commission amend the current Ordinances that regulate the use of power blowers, and allow their use on Mondays through Fridays from 8:00 a.m. to 6:00 p.m., and on Saturdays and Sundays from 9:00 a.m. to 5:00 p.m.



Alan P. Graham
Code Compliance Director



Guillermo Olmedillo
Town Manager



**Town of Surfside
Town Commission Meeting
January 9, 2018
7:00 pm**

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

Date: December 28, 2017
Prepared by: Daniel Dietch, Mayor
Subject: Annual Performance Evaluation
Guillermo Olmedillo, Town Manager

In accordance with the Town Manager's Employment Agreement, the Town Commission shall conduct a formal annual performance evaluation. On December 13, 2017 the Town Commission approved the performance evaluation form, which included the following evaluation criteria categories:

- | | |
|---------------------------------------|----------------------|
| 1. Individual Characteristics | 6. Citizen Relations |
| 2. Professional Skills and Status | 7. Staffing |
| 3. Relations with the Town Commission | 8. Supervision |
| 4. Policy Execution | 9. Fiscal Management |
| 5. Reporting | 10. Community |

The Town Commission was asked to evaluate the Town Manager on various aspects relating to the ten (10) evaluation criteria categories identified above. The rating scale was defined as follows:

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

The individual Town Commissioner ratings have been tabulated and are summarized in Table 1. The Town Clerk has copies of the complete performance evaluations prepared by each Elected Official.



**Town of Surfside
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7:00 pm**

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**Table 1
Town Manager Performance Evaluation Rating Summary**

Elected Official	Evaluation Criteria/Ratings ¹										Average Rating	
	Individual Characteristics	Professional Skills and Status	Relations with the Town Commission	Policy Execution	Reporting	Citizen Relations	Staffing	Supervision	Fiscal Management	Community		
Cohen	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Dietch	3.8	3.2	3.6	3.6	2.6	2.8	4.0	4.0	4.0	3.4	3.4	3.5
Gielchinsky	5.0	5.0	4.4	5.0	4.4	5.0	5.0	5.0	5.0	5.0	5.0	4.9
Karukin	5.0	5.0	5.0	5.0	3.6	4.0	5.0	5.0	5.0	5.0	5.0	4.8
Paul	4.4	4.4	3.8	4.0	4.6	3.8	4.2	4.4	4.2	3.8	3.8	4.2
Average Rating	4.6	4.5	4.4	4.5	4.0	4.1	4.6	4.7	4.6	4.4	4.4	4.5

NOTE:

1. Ratings are defined as follows:

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above Average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below Average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)



**Town of Surfside
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DISCUSSION ITEM MEMORANDUM

Agenda #: 9C
Date: December 29, 2017
From: Daniel Dietch, Mayor
Subject: Solar Photovoltaic Incentives

Objective: To seek direction from the Town Commission whether it desires to direct the Town Manager to develop an incentives program to promote the use of solar photovoltaic systems that would be brought back to the Town Commission for approval.

Consideration: Surfside has demonstrated its leadership on a range of environmental matters that have helped strengthen our community and provided leadership to other municipalities. However, there is much more we can do to educate our constituents and continue to advance important initiatives for the benefit of our residents, businesses and visitors today and for future generations.

Past efforts to encourage and promote solar panel installations included the creation of a Property Assessment Clean Energy Financing District and educational engagements on the value of solar power. The Town will also be hosting a solar cooperative workshop in early 2018. Despite these efforts, there are only two residential property solar photovoltaic installations in Surfside. At the December 13, 2017 Commission Meeting, there was a reluctance expressed by the majority of the Town Commission to follow the lead of the City of South Miami to require solar photovoltaic installations on certain new construction projects and large scale renovation. The preference was instead to provide more education and incentives. While I concur with the suggestion to incentivize solar photovoltaic installations, I prefer to be bold in our expectations and requirements. Still, I would rather advance our efforts incrementally, than make no progress.

Fortunately, one of the benefits of the large-scale commercial development is financial strength in our Building Department that creates opportunities to incentivize sustainable building projects. Accordingly, I am now suggesting that we develop a two-pronged approach to promote solar photovoltaic installations: 1) waive permit fees; and 2) expedite the permit review process. In the meantime, I suggest we refer the City of South Miami 's Solar Panel Requirements for Single-Family and Multi-Family Properties to our Planning and Zoning Board for their consideration.

Recommendation: To direct the Town Manager to develop an incentives program to promote the use of solar photovoltaic systems that would be brought back to the Town Commission for approval.



Town of Surfside Commission Communication

Agenda # 9D
Agenda Date: January 9, 2018
Subject: Driveway Modifications
From: Sarah Sinatra Gould, AICP, Town Planner

Background: The Planning & Zoning Board has reviewed applications where a driveway extends beyond the front of a house. The Board requested that Staff prepare an ordinance prohibiting this condition. Staff is proposing that the language include an option to appear before the Design Review Board should there be a special circumstance that an applicant would like to request. A graphic describing the issue is attached.

The proposed language is as follows:

Sec. 90-61. - Paving in front and rear yards in H30 and H40 districts.

(8) A driveway shall not extend beyond the front plane of the home unless presented and approved by the Design Review Board which shall consider whether the extension is necessary to serve the property and will be compatible with the neighborhood.

Budget Impact: Cost of advertising an ordinance.

Growth Impact: None

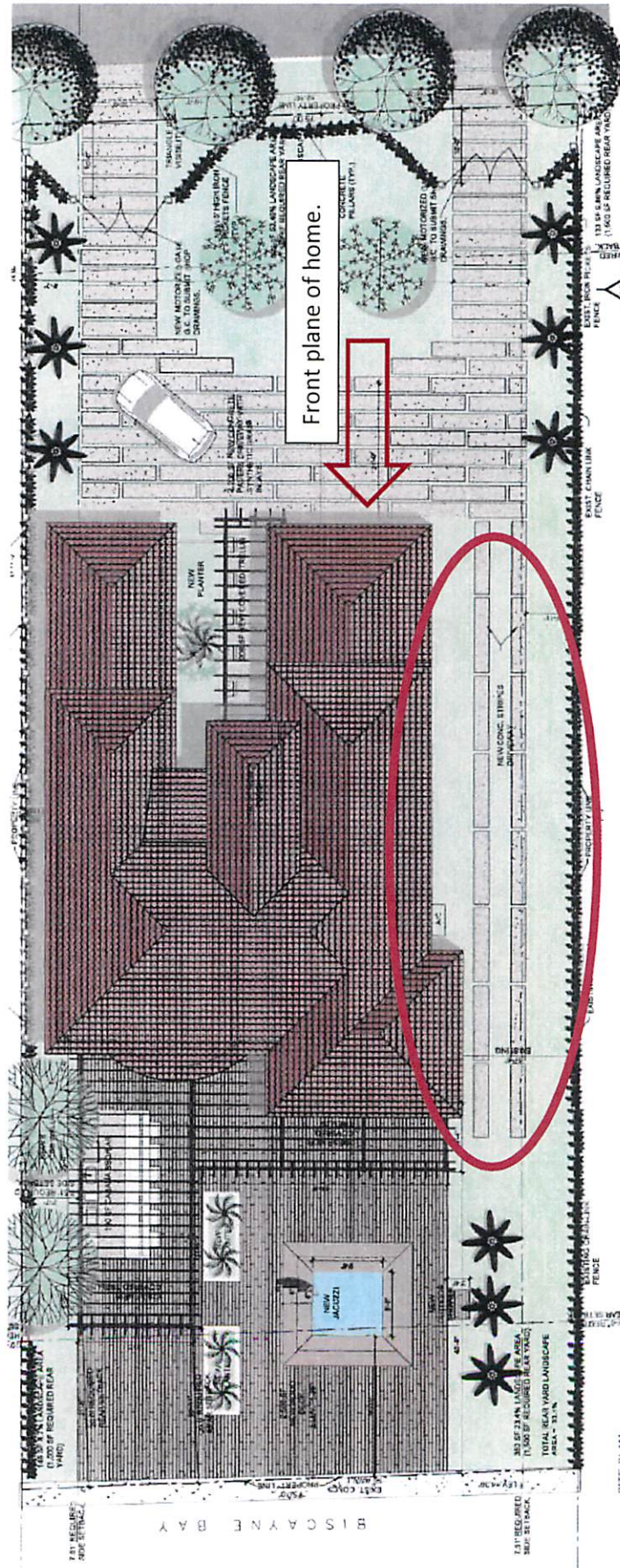
Staff Impact: Preparation of an ordinance.

Staff Recommendation: Seeking Commission direction.

Sarah Sinatra Gould, AICP, Town Planner

Guillermo Olmedillo, Town Manager

Driveway extending past the front plane of the home.





**Town of Surfside
Town Commission Meeting
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7:00 pm**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9E
Date: January 9, 2018
From: Michael Karukin, Commissioner
Subject: Storage of Beach Furniture

Objective: Raise awareness of an unintended consequence of Beach Furniture Administrative Policy number 3 and discuss ways to resolve what has become an eyesore on our beaches.

Consideration: The town commission approved a set of beach furniture regulations in December 2016 and modified them in June 2017. Policy 3 creates a 12-foot buffer between the east side of the dunes and where furniture can be located.

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

This policy resulted in beach furniture operators placing their storage containers for private use on public lands in the middle of the sand impeding access to the public, obstructing views, creating a safety hazard and a significant eyesore.





Recommendation: Direct the Town Administration to modify the Beach Furniture Policy on equipment storage.



**Town of Surfside
Town Commission Meeting
January 9, 2018
7:00pm**

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

DISCUSSION ITEM COVER MEMORANDUM

Agenda #: 9F
Date: December 29, 2017
From: Daniel Dietch, Mayor
Subject: Foreign Sand Sourcing Study Funding Urging Resolution

Objective: To prepare and transmit a Foreign Sand Sourcing Study Funding Urging Resolution to our Congressional representatives, the Florida Legislature, the Miami-Dade County Mayor and Commission and the Mayors of Miami-Dade County's coastal communities.

Consideration: Beaches and dunes serve as a vital buffer between coastal infrastructure and the destructive forces of ocean waves and surge during storm events. Beach renourishment adds sand to the coastal system, helps keep the erosive power of strong waves from reaching dunes and structures and buffers against the effects of sea level rise, thereby protecting coastal properties and the coastal environment. Since the last Town-wide beach renourishment project in 1999, our beaches are critically eroding due to winds, tides, currents, waves and storms. To help mitigate these impacts, the Town has supported the strengthening of our dune network including removal of non-native plant species, installed Florida's first two diverter dunes at street access points, convened workshops to educate our community about the impacts of climate change and sea level rise, joined the Mayor's Beach Alliance, engaged with Federal, State and municipal partners to raise awareness of responsible beach management and issued a related urging resolution (No. 15-2320) and convened a Sustainability Committee to recommend coastal mitigation and adaptation approaches and build resiliency in our community and region. Beyond the environmental benefits of beach renourishment, the economic benefits are also essential to sustaining the Town over the long-term. Continued efforts to work collaboratively with other units of government is necessary to prioritize and fund needed beach renourishment for Surfside.

In 2015, the United States Army Corps of Engineers (USACE) completed their domestic sand sourcing study under the Water Resources Development Act (WRDA). The WRDA blocks federal money from being spent on foreign sand for beach projects if domestic sources are available (see Attachment A). Despite domestic upland sand sources being identified, they are costly and would result in extraordinary impacts associated with hauling the sand to Surfside. On February 16, 2017, Surfside issued Urging Resolution 17-2420 in support of a decision by the federal government to study the

benefits of replenishing Florida beaches with foreign sand (see Attachment B). While the USACE, through the 2016 WRDA, is authorized to conduct the foreign sand sourcing study to evaluate the economic impacts, funding has not been provided. Accordingly, an urging resolution that supports the funding is an appropriate action that will benefit Surfside and many other coastal communities in Florida and beyond.

Recommendation: To prepare and transmit a Foreign Sand Sourcing Study Funding Urging Resolution to our Congressional representatives, the Florida Legislature, the Miami-Dade County Mayor and Commission and the Mayors of Miami-Dade County's coastal communities.

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Bahamas sand to fill in Florida beaches? Congress gave OK for study but no funding

[Eric Staats, eric.staats@naplesnews.com](mailto:eric.staats@naplesnews.com); 239-263-4780 Published 1:49 p.m. ET Dec. 19, 2017 | Updated 6:49 p.m. ET Dec. 20, 2017



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(Photo: Liam James Doyle/Naples Daily News)

Editor's note: The Naples Daily News occasionally checks on people, organizations and issues that were in local news in recent months. Have an idea? Email dave.osborn@naplesnews.com (<mailto:dave.osborn@naplesnews.com>) or call 239-435-3435 and leave a brief message.



A section of State Road A1A in Flagler County shows erosion damage after Hurricane Matthew passed the east coast of Florida in October 2016. The section of road had been previously undermined, and county officials recently had begun a beach replenishment process. (Photo: David Albers/Naples Daily News)

A year ago beach advocates hoped they were a step closer to finding a solution to a sand shortage off southeastern Florida.

The 2016 Water Resources Development Act authorized the Army Corps of Engineers to study using foreign sand, such as from the Bahamas, to widen shorelines without resorting to expensive and inefficient truck hauls from inland mines.

A year later the study remains unfunded in the agency's budget, and Corps planners are awaiting guidance from Congress on how to proceed, Corps spokeswoman Susan Jackson said.

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Dump trucks deliver sand from an inland mine to South Beach on Marco Island during a Collier County beach renourishment project on Wednesday, Nov. 2, 2016. (Photo: David Albers/Naples Daily News)

In its "Shrinking Shores" investigation (</story/news/special-reports/2016/11/11/sand/93320976/>) last year, the Naples Daily News reported that exhausted supplies of sand are increasing costs for beach replenishment needed to protect coasts from hurricanes and drive the state's tourism economy.

More: [Shrinking Shores: How Florida leaders are failing the state's famous beaches \(/story/news/special-reports/2016/11/11/shrinking-shores-how-florida-leaders-failing-states-famous-beaches/92052156/\)](/story/news/special-reports/2016/11/11/shrinking-shores-how-florida-leaders-failing-states-famous-beaches/92052156/)

More: [Shrinking Shores: Does innovation hold the key to a solution for beaches? \(/story/news/special-reports/2016/11/18/shrinking-shores-does-innovation-hold-key-solution-beaches/93566438/\)](/story/news/special-reports/2016/11/18/shrinking-shores-does-innovation-hold-key-solution-beaches/93566438/)

More: [Shrinking Shores: Matthew's lessons for Florida's beaches \(/story/news/special-reports/2016/11/18/shrinking-shores-matthews-lessons-floridas-beaches/92052384/\)](/story/news/special-reports/2016/11/18/shrinking-shores-matthews-lessons-floridas-beaches/92052384/)

More: [Hurricane Irma left wild card in Gov. Scott's \\$100M budget proposal for beaches \(/story/news/environment/2017/11/04/hurricane-irma-wild-card-gov-scotts-100-m-budget-proposal-beaches/818650001/\)](/story/news/environment/2017/11/04/hurricane-irma-wild-card-gov-scotts-100-m-budget-proposal-beaches/818650001/)

Jackson cited an earlier study that found projects that used sand from the Bahamas did not meet the agency's required cost-to-benefit ratio to qualify for federal money.

"So I don't think this is the best route for Florida now, though it may be an eventual alternative," Jackson said.

U.S. Rep. Lois Frankel, D-Fla., said at the time that the study provision in WRDA 2016 was a compromise with supporters of a ban on spending federal money on beach projects that use foreign sand.

Frankel, in the House, and Sens. Bill Nelson and Marco Rubio, of Florida, have introduced bills in Congress to lift the ban, but they have gone nowhere.

"My focus is on removing the archaic provision that currently prohibits counties from bringing in foreign sand," Frankel said this month.

"I do not believe a study is necessary, and the delay should not be an excuse to keep us from making this change," said Frankel, of Boca Raton.

Besides the ban on foreign sand, backed by U.S. dredging companies, another law backed by dredgers prevents foreign-flagged vessels from bringing sand from foreign nations into the country. To get around the law, sand would have to be transferred to a U.S.-flagged ship, an expensive extra step.

Dredging company executives have said enough sand lies off U.S. shores to avoid resorting to what they consider unreliable and unknown quantities of foreign sand.

More: [Who owns Florida's beaches? Private landowner rights can clash with public beach access \(/story/news/special-reports/2017/11/16/who-owns-floridas-beaches-private-landowner-rights-can-clash-public-beach-access/775556001/\)](/story/news/special-reports/2017/11/16/who-owns-floridas-beaches-private-landowner-rights-can-clash-public-beach-access/775556001/)

More: [Dump trucks supply sand for largest truck haul beach renourishment in Florida's history \(/videos/news/special-reports/2016/11/15/93938750/\)](/videos/news/special-reports/2016/11/15/93938750/)

The 2016 provision puts no timeline on the sand study, which includes domestic sand sources.

"The Secretary (of the Army) is authorized to undertake a study of the economic and noneconomic costs, benefits and impacts of acquiring by purchase, exchange or otherwise sediment from domestic and nondomestic sources for shoreline protection," the provision states.

"Upon completion of the study, the Secretary shall report to Congress on the availability, benefits and impacts of using domestic and nondomestic sources of sediment for shoreline protection."

Read or Share this story: <http://www.naplesnews.com/story/news/local/2017/12/19/bahamas-sand-study-beach-replenishment-future-uncertain-for-florida-beaches/948905001/>

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PHOTOS: Future uncertain for Florida beaches

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RESOLUTION NO. 17 - 2420

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA SUPPORTING UNITED STATES CONGRESSIONAL BILLS S. 279 AND H.B. 833 TO AMEND SECTION 935 OF THE WATER RESOURCES DEVELOPMENT ACT OF 1986 TO FACILITATE THE USE OF FOREIGN OFFSHORE SAND IN BEACH NOURISHMENT PROJECTS; URGING THE UNITED STATES CONGRESS TO EXPEDITE AND FUND THE STUDY TO ALLOW FOREIGN SAND TO BE USED IN BEACH NOURISHMENT PROJECTS IN MIAMI-DADE COUNTY; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE OFFICIALS STATED HEREIN; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) adopted Resolution No. 15-2320 on September 8, 2015 expressing support for the Dade County Beach Erosion Control and Hurricane Protection Project, and urging Miami-Dade County, the State of Florida and the United States Army Corps of Engineers (Army Corps) to provide recurring appropriations to advance beach renourishment in Surfside and Miami-Dade County on or ahead of schedule; and

WHEREAS, beaches and dunes serve as a vital buffer between coastal infrastructure and the destructive forces of ocean waves and surge during storm events; and

WHEREAS, beach renourishment adds sand to the coastal system, helps keep the erosive power of strong waves from reaching dunes and structures, and buffers against the effects of sea level rise and climate change, thereby protecting coastal properties and the coastal environment; and

WHEREAS, beach renourishment has been an ongoing practice in southeast Florida since the late 1970s, as part of the Dade County Beach Erosion Control and Hurricane Protection Project providing essential economic, environmental and recreational benefit to coastal communities; and

WHEREAS, throughout the region, twenty-four federal and nonfederal beach nourishment projects provide storm damage reduction to infrastructure as well as incidental recreational opportunities; and

WHEREAS, as part of the Dade County Beach Erosion Control and Hurricane Protection Project, the Surfside beach is on schedule to be renourished in 2018; and

WHEREAS, Miami-Dade County, the State of Florida and the Federal government are cost-sharing partners in the Dade County Beach Erosion Control and Hurricane Protection Project; and

WHEREAS, Miami-Dade County is running out of dependable, economical, and environmentally practicable sand sources; and

WHEREAS, Section 935 of the Water Resources Development Act of 1986 (“WRDA 1986”) states that the Army Corps can only use domestic sources of sand for renourishment of this project, unless the Secretary of the Army provides written certification that domestic sources are not available for environmental or economic reasons; and

WHEREAS, in March 2016 the Army Corps completed a Limited Reevaluation Report and Environmental Assessment with a Finding of No Significant Impact with updated economics to justify potential alternative sand sources for future renourishment projects to utilize new sand sources, which include Bahamas sand; and

WHEREAS, the option to import offshore sand from the Bahamas to expedite beach nourishment projects in Surfside and throughout Miami-Dade County is important because the sand may be closer to the quality of the sand on Miami’s beaches than some of the alternatives listed by the Army Corps; and

WHEREAS, foreign offshore sources may have a lower cost to import than purchasing sand from approved upland sources, and there may be fewer impacts on roads, such as reduced quality of life impacts resulting from truck traffic and fewer carbon emission from trucks hauling the sand; and

WHEREAS, the Town of Surfside, Florida supports a recent decision by the federal government to study the benefits of replenishing Florida beaches with foreign sand; and

WHEREAS, on February 2, 2017, United States Senator Marco Rubio introduced S.279 and United States Congresswoman Lois Frankel introduced companion bill H.B. 833 to amend WRDA 1986 with respect to the acquisition of beach fill to eliminate the restriction against offshore sand; and

WHEREAS, it is in the best interest of the Town to support S.279 and H.B. 833 to eliminate the restriction against offshore sand, and to urge the United States Congress to expedite and fund the study to expedite and fund the study to evaluate the benefits of replenishing Florida beaches with foreign sand.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF 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. Support by the Town of Surfside Town Commission for United States Congressional Bills S. 279 and H.B. 833 to Amend the Water Resources Development Act of 1986 and Urging Members of the Florida Congressional Delegation to Expedite Efforts to Allow Foreign Sources of Sand be Utilized in Beach Nourishment Projects in Miami-Dade County. The Town of Surfside supports S. 279 and H.B. 833 to amend Section 935 of the WRDA 1986 to eliminate the Restriction promulgated by Section 935 of the WRDA 1986 in order to facilitate the use of foreign offshore sand in Beach Nourishment Projects. The Town urges the United States Congress to expedite and fund the study to evaluate the benefits of replenishing Florida beaches with foreign sand.

Section 3. Direction to the Town Clerk. The Town Clerk is hereby directed to send a copy of this Resolution to sponsoring legislators, United States Senator Marco Rubio and Congresswoman Lois Frankel, and United States Senator Bill Nelson, the Members of the Florida Congressional Delegation, the Secretary of the Army, the Governor of Florida, and Mayors of Coastal Communities throughout Miami-Dade, Broward, Monroe, Palm Beach, Martin and St. Lucie Counties.

Section 4. Authorization and 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 its adoption.

PASSED AND ADOPTED this 16th day of February 2017.

Motion by Commissioner Karukin,

Second by Commissioner Paul.

FINAL VOTE ON ADOPTION

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

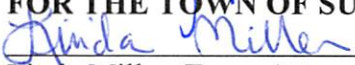
yes
yes
yes
yes
yes



Daniel Dietch, Mayor

ATTEST:


Sandra Novoa, MMC, Town Clerk

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


Linda Miller, Town Attorney



**Town of Surfside
Town Commission Meeting
January 9, 2018
7:00pm**

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

DISCUSSION ITEM COVER MEMORANDUM

Agenda #: 9G
Date: December 29, 2017
From: Daniel Dietch, Mayor
Subject: Zero Emission/Clean Energy Bus Goal Resolution

Objective: Establish a Zero Emission/Clean Energy Bus Goal.

Consideration: Progressive communities across the globe are working to transform their environments into greener, healthier and more prosperous places to live by pledging to a fossil-fuel-free streets commitment through the purchase of zero emission buses, people-friendly and walkable planning strategies and encouraging residents and businesses to shift to zero emission vehicles.

The City of Miami Beach recently passed Resolution No. 2017-30112, which is attached, that formalizes its zero emission/clean energy bus goal. Following the lead of the City of Miami Beach, Surfside should also consider adoption a similar goal, which can be considered as part of the current bus network study being conducted by Florida International University on behalf of Bal Harbour, Bay Harbor Islands and Surfside.

Recommendation: To direct the Town Manager and Town Attorney to prepare a Resolution establishing a Zero Emission/Clean Energy Bus Goal.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A GOAL FOR ALL CITY TROLLEYS AND BUSES TO BE ZERO-EMISSION AND POWERED BY CLEAN ENERGY BY 2025 AND URGING MIAMI-DADE COUNTY, AND ALL MUNICIPALITIES IN THE COUNTY, TO ADOPT THE SAME GOAL.

WHEREAS, in order to tackle the impacts of climate change and improve the quality of life for all citizens, our streets must be safe and accessible and our air must be clean and free from harmful emissions; and

WHEREAS, across the globe, major cities, including London, Los Angeles, Paris, Seattle, Barcelona, and Copenhagen, are participating in the C4O Cities initiative to transform their environments into greener, healthier, and more prosperous places to live by pledging to a fossil-fuel-free streets commitment through the purchase of zero emission buses, people-friendly and walkable planning strategies, and encouraging residents and businesses to shift to zero emission vehicles between 2025 and 2030; and

WHEREAS, as a globally responsible city that is a leader in green initiatives to combat climate change, the City of Miami Beach (City) should lead the way for other cities and local governments to adopt zero emission goals similar to our larger counterparts that are C4O Cities; and


WHEREAS, the City's leases on its trolleys expire in 2022 (North Beach) and in 2023 (South Beach) and the City should take that opportunity to plan for their replacement with zero emission trolleys and/or buses by 2025, and the City urges the County, and all municipalities therein, to do the same; and


WHEREAS, in addition, when the City's trolleys and/or buses are replaced, they should be replaced with low-floor trolleys and/or buses to promote ADA accessibility.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby set a goal for all City trolleys and buses to be zero-emission and powered by clean energy by 2025, and urge Miami-Dade County, and all municipalities therein, to adopt the same goal.

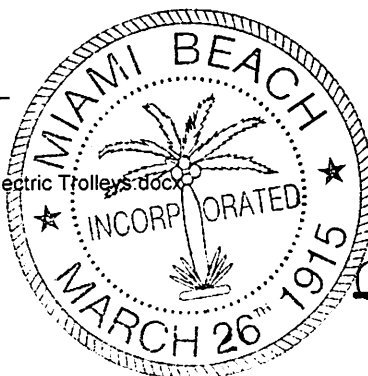
PASSED and ADOPTED this 13 day of December, 2017.

ATTEST:

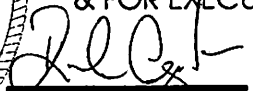

Dan Gelber, Mayor

 12/20/17
Rafael E. Granado, City Clerk

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 12/15/17
City Attorney Date



**Town of Surfside
Town Commission Meeting
January 9, 2018
7:00pm**

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

DISCUSSION ITEM COVER MEMORANDUM

Agenda #: 9H
Date: December 29, 2017
From: Daniel Dietch, Mayor
Subject: Business District Property Owners Engagement

Objective: To seek direction from the Town Commission whether to re-establish a formal process to engage the business district property and business owners.

Consideration: Beginning with the Town-wide Charrette in 2006/2007, many opportunities were identified to improve our Business District. Subsequently in 2010, Surfside established the Downtown Vision Advisory Committee (DVAC) to strengthen the social, cultural and economic vitality of our Business District. Background on this process is attached. While great progress was achieved through the joint participation of property owners, business owners and residents, the level of engagement has waned in recent years, especially after the failure to establish a business improvement district in 2014. At the same time, there have been many positive changes to our tourist-based economy achieved through new hotels and significant investments by the Town in our Business District including streetscape improvements, parking lot improvements, utility upgrades, master parking meters, enhanced maintenance and a special Police detail. Despite these changes and investments, there are many empty storefronts, the property owners do not have a formal forum to discuss their needs and we lack a shared vision. The bottom line is the success of the Business District is in our collective best interest.

Recommendation: To direct the Town Manager to re-establish a process to engage the business district property owners.



Memorandum

To: Elected Officials
From: Roger Carlton / Town Manager
Date: 12/6/2010
Re: Moving the Downtown Vision Process Forward

Introduction

During the past three months, substantial input has been given to the Town Manager regarding the need to reinvigorate the Downtown Vision process. This report outlines suggested parameters for the process and establishes a timeline for the Town Commission to review.

There exists a need to strengthen Surfside's downtown as the social, cultural and economic center of the Town. A thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience.

Additional tax revenue from a thriving downtown, including increases in the Tourism Resort Tax, adds to the Town's tax base and helps alleviate the ad valorem (property) tax burden on residents.

In order to create a sense of place that encourages business retention and economic development, while retaining and enhancing the characteristics that attract residents and visitors, a plan that reflects the realities of the 21st Century is required.

Previous planning efforts and policies, as well as recent survey results, will be reviewed during this process. This will help avoid the cost of outside consultants.

Background

The Town's 2006/2007 Charrette, through extensive community input, recommended a number of improvements for the downtown area. A Committee comprised of Surfside residents, the Town Manager and a Commission liaison held a series of public meetings to engage the views and future aspirations for the Town as a whole. The final public meeting reviewed each section of the Charrette for detailed comment. The final report was not fully adopted and further direction was not given or implemented.

Many of the listed possible projects that pertain to the downtown district are still relevant discussion items. Of particular note is the desire to create a more pedestrian friendly downtown with mixed-use commercial buildings. Also, the possible need for a parking structure is still widely discussed to this day.

The two blocks on Harding Avenue from 94th to 96th Streets is approximately 6 ¾ acres with over 70 buildings and more than 100 licensed businesses.

Due to unprecedented changing and challenging economic conditions since the Charrette was produced, the necessity for a current shared vision and plan for the downtown district is a timely initiative.

Project Teams

Proposed Steering Committee: Town Manager, Building Official, Planning Manager and Tourist Bureau Director.

Proposed Advisory Committee: Planning & Zoning Chair, Surfside Business Association President/Tourist Bureau Chair, Beautification Chair, a hotelier, two retailers, a service oriented business operator, a single family residential representative and a condominium resident representative.

Timeline

- 1) December 2010/ January 2011 - Interview the Surfside Commissioners and members of the Surfside Business Association regarding their vision for the downtown district.
- 2) Conduct two workshops:
 - i) February 2011 - Steering Committee and Advisory Committee Workshop, open to the public, with the Planning & Zoning, Tourist Board and Beautification Committee in attendance.
 - ii) March 2011 – Public Workshop to present the ideas from the recent survey results, interviews and previous workshop.

Information from the Charrette, the Planning Department, and comparative models used elsewhere (eg Delray Beach) will also be presented.

The objective of the workshops is to incorporate the various stakeholders' vision for the downtown and to form a collective vision for the future.

Some of the discussion items would include, but not be limited to, the following:

- an overall aesthetic / branding
- creating a welcoming, pedestrian-friendly environment
- the installation of benches and bike racks

September 10, 2013

- the creation of a Business Improvement District to help finance improvements and operations
- the role of the Florida Department of Transportation (eg crosswalk replacement in 2011/2012)
- the role of Tourism funding as it relates to successful retail and restaurant establishments
- the relationship to Bal Harbour Shops and the St. Regis
- the impact of side walk cafes and the proper means for regulating the use of sidewalks
- newspaper vending rack regulation
- installation of business locator signs on each block
- code enforcement
- the potential combination of retail, commercial and residential land use
- assisting businesses with marketing initiatives, particularly the use of Social Media, and special events
- retaining and attracting businesses through landlord and lease cooperation

A report listing priorities and a timeline for implementation strategies will be produced from the workshops. This will be presented at the Town Commission Meeting in April 2011.

Cc: Paul Gioia, Building Official
Sarah Sinatra, Planning Manager
Duncan Tavares, Tourism Director

Downtown Vision Advisory Committee Initiatives

Commission Vision Document

- 1) Downtown Code Enforcement
- 2) Vacant Windows Ordinance
- 3) News Racks Ordinance
- 4) Awnings Ordinance
- 5) Moratorium Ordinance
- 6) Alley / Parking Lot Improvements
- 7) Wayfarer Signage Program & Branding
- 8) Business Improvement District
- 9) Façade Upgrading
- 10) Abbott Ave Parking Lot Feasibility Study
- 11) 40' Existing Height & Amalgamation of Properties
- 12) East/West Corridor: 95th St from Abbott Ave to the Beach
- 13) Harding Avenue Sidewalk Widening
- 14) 94th Street Parking Garage Feasibility



Town of Surfside

Agenda Date: January 18, 2011

Subject: Downtown Vision Process Update

From: Roger M. Carlton, Town Manager

Attached is a status report from Tourist Bureau Director Duncan Tavares relative to the Downtown Vision Process which has appeared in a point of light over the past months.

Please review the proposed members of the Advisory Committee and the subjects which will be discussed. The goal is to complete the process in three months, using in-house staff, in order to bring a report to the Town Commission no later than your May meeting.

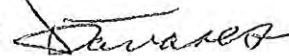
Your input during the January 18, 2011 Town Commission Meeting regarding the appointments and the discussion items will be very much welcomed.

Roger M. Carlton, Town Manager

Memorandum

To: Roger Carlton / Town Manager

From: Duncan Tavares / Tourist Bureau Director



Date: 1/10/2011

Re: Downtown Vision Process Update

Advisory Committee:

- Scarlet Tenen, Planning & Zoning Chair
- Eli Tourgeman, Tourist Board Chair
- David Steinfeld, Beautification Committee Chair
- Ken Arnold, Former Chair Charrette Committee
- Sergio Castion, Surfside Business Association Representative / Condotti Mens Clothing Store Owner
- Ighal Goldfarb, 9520 Harding Avenue Building Owner
- Shep Edelstein, Best Western Oceanfront Resort Owner
- Andy LaBrada, Onarga Apartment Hotel and Event Company Owner
- Jenny Skordilis, The Greek Place
- Jessica Weiss, Serendipity Yogurt Cafe
- Leeann Roth, Luxe Skin Bar Store Owner
- Julia Bacek, Surfside Civic Association / Single Family Home Representative
- Sharon Levy, Home Business Operator / Single Family Home Representative
- Louis Cohen, President of Marbella Condominium Association
- Jackie Murphy, Condominium Resident
- Julie Gordon, Condominium Resident

Discussion of Initiatives for Downtown Success:

- 1) Forming a public-private partnership
 - Partnering with neighboring communities
- 2) Completing a downtown vision
- 3) Produce a market driven business plan
 - Identify your customer base and potential new customers
 - Identify their wants and needs today and in the future
- 4) Develop and market your downtown's unique niche
- 5) Attract new targeted businesses through outreach and hosting/site visits
- 6) Counsel existing businesses on their business plans

January 10, 2011

- 7) Conduct on-going focus groups to provide direction
- 8) Create small scale downtown housing
- 9) Create on-going formal marketing and public relations campaigns
- 10) Incorporate management techniques from the malls – managing a downtown as a business:
 - Forge partnerships
 - Assign someone as a liaison
 - Produce a leasing plan including minimum standards for hours of operation
 - Focus on maintenance issues
 - Identify funding sources
 - Provide sufficient parking and other public services

Design Preferences Discussion Points:

Buildings: What is attractive? What to change?

Colors

Signage

Landscaping / Pedestrian friendly additions

Side walks

Crosswalks

Create a central theme or brand

Are there motivational factors to assist in compliance?

Should a “demonstration” building façade be created?

Forging a partnership with neighboring communities

Pedestrian friendly vs high visibility

Traffic calming

Economic Development Objectives for Downtown:

- Stimulate new activity / Encourage new businesses that will generate Resort Tax for the Town
- Preserve and stimulate existing businesses
- Diversify the economic base
- Remove barriers for change/growth
- Encourage new businesses that broaden the service offering
- Create an organization that is well funded to enhance the vision



Memorandum

To: Roger Carlton / Town Manager
From: Duncan Tavares / Tourist Bureau Director
Date: 1/24/2011
Re: Downtown Vision Process Update

Advisory Committee:

- Scarlet Tenen, Planning & Zoning Chair
- Eli Tourgeman, Tourist Board Chair
- David Steinfeld, Beautification Committee Chair
- Ken Arnold, Former Chair Charrette Committee
- Sergio Castion, Surfside Business Association Representative / Condotti Mens Clothing Store Owner
- Ighal Goldfarb, 9520 Harding Avenue Building Owner
- Shep Edelstein, Best Western Oceanfront Resort Owner
- Andy LaBrada, Onarga Apartment Hotel and Event Company Owner
- Jenny Skordilis, The Greek Place
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September 10, 2013

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Crosswalks

Create a central theme or brand

Are there motivational factors to assist in compliance?

Should a “demonstration” building façade be created?

Forging a partnership with neighboring communities

Pedestrian friendly vs high visibility

Traffic calming

Economic Development Objectives for Downtown:

- Stimulate new activity / Encourage new businesses that will generate Resort and Sales Tax for the Town
- Preserve and stimulate existing businesses
- Diversify the economic base
- Evaluate barriers for change/growth and create sensible and sensitive regulations
- Encourage new businesses that broaden the service offering
- Create an organization that is well funded to enhance the vision





Memorandum

To: Downtown Vision Advisory Committee Members
From: Roger Carlton / Town Manager
Date: 5/12/2011
Re: Proposed initiatives from downtown property owners and DVAC members

Following the adoption of the Moratorium Ordinance by the Town Commission on April 12, 2011, the Town Manager met with downtown property owners on April 26, 2011. From this meeting a series of conceptual initiatives were discussed and approved by general consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date. These initiatives were subsequently presented to this committee at the April 27, 2011 meeting and were approved in principle by general consensus from those in attendance. They are presented here for summary purposes in an effort to establish a path forward as required by the Town Commission directive when the Downtown Vision Advisory Committee (DVAC) and its mission were established.

1) Moratorium Ordinance:

The Town Attorney will provide a "Letter of Intent" document, for acceptance by the downtown property owners and DVAC members, outlining the conceptual items (listed below #2- 7). This conditional document will be presented by the Town Manager to the Town Commission at the June 14, 2011 meeting with the recommendation to rescind the Moratorium Ordinance before its sunset date in October 2011 and before the Town Commission's mandate to return with a recommendation by July 2011.

2) Abbott Street Parking Garage Feasibility:

The Town Manager will seek approval from the Town Commission at the June 14, 2011 Commission Meeting to initiate a feasibility study for a parking garage on the Abbott Avenue parking lot. If approved, the Town Administration will utilize the Commission approved group of architects and engineers registered with the town to compete on a feasibility study by August 2011. The feasibility study will address the garage project, the alley upgrade as well as rezoning the west side of Abbott Avenue from 95th to 96th Streets to allow commercial use in the existing homes. An appropriate landscaping buffer on the west side of Abbott Avenue homes would also be addressed.

3) Rebuilding of Harding Avenue Sidewalks:

If the Town Commission determines the need for a garage and the project moves forward to completion, the Town Administration will address expanding the sidewalks on Harding Avenue between 94th and 96th Streets in the Downtown District by removing the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

4) Upgrading Alleys:

A study of the Town's parking lots and alleys is set to be awarded on June 14, 2011. By way of information, the proposals have already been ranked by the Town selection committee. This study would include the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan would also address the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds.

5) Support the Forty Foot Height Allowance:

Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek larger national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include any restrictions regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative. This discussion is presently on-going with the DVAC and would need to go to before the Planning & Zoning Board and Town Commission.

6) Facade Upgrading Program:

The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District over the summer to develop financing for a facade upgrading program for the district's property owners and businesses. Details regarding this proposal would go to the Town Commission in September, 2011. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements.

7) Business Improvement District:

The Town Manager will continue to meet with the downtown property owners over the summer to develop a possible Business Improvement District for the Downtown District. This initiative will be presented to the Town Commission in the Fall of 2011.

8) 94th Street Parking Garage Feasibility:

A feasibility analysis will be accomplished over the summer relative to developing the 94th Street parking lot into a garage with the possible conjunction of the contiguous properties along Collins Avenue. The intent of this project would be to rent additional parking for a southern anchor to the east side of Harding Avenue and to allow sufficient space for small scale national retail and restaurant opportunities.

While it is important to note that many of the above proposed initiatives have multiyear timelines for completion, if approved by the Town Commission, there are other initiatives that have had an immediate and on-going impact in the Downtown District. Through the actions of this committee, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings in the district. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment and image of downtown Surfside. A plan for additional short-term aesthetic upgrades could also be continued as a mission of this committee while the long-term proposals are in process.

It is the clear intent of the property owners, DVAC and Town Administration that this memorandum reflects a package of ideas that justify the acceleration of the Moratorium's termination. While these ideas are not contractual between those involved in formulating this conceptual action plan, all of the mentioned stakeholders agree that this represents a good faith vision of an important cooperative approach to a better future for the Downtown District. It is understood that all of these initiatives must be reviewed by the Town Commission. Upon the approval of any or all of the proposed ideas must then be vetted by the appropriate Town Departments before proceeding to the Planning & Zoning Board. The ultimate decision on subsequent implementation remains with the Town Commission.



Town of Surfside Commission Communication

Agenda Item

Agenda Date: June 14, 2011

Subject: Downtown Vision Advisory Committee (DVAC) recommendations regarding rescinding the Moratorium Ordinance and related vision initiatives for the Surfside business district.

Introduction: The release of the Miami Dade County Property Appraiser preliminary tax roll for 2011 on June 1, 2011, and the decrease in property values in Surfside by 6.3 percent and thirty nine percent decrease since 2008, supports the necessity for a proactive approach to diversifying Surfside's the tax base (Att A). The following vision, developed in a broad based community stakeholders' process, is a path to revitalize the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

Background: The Downtown Vision Advisory Committee was formed with Town Commission approval through Commission Memoranda presented at the December 14, 2010 (Att B) and January 18, 2011 (Att C) Commission meetings. Feedback from many residents, committee/board members and downtown business operators/owners formed the consensus that there is a need to reinvigorate the Surfside business district after years of conversation and little tangible action. Further, the Town Commission received and held a workshop regarding a Five Year Financial Plan that demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution. If the commercial property base is not expanded and upgraded the split could be 90/10 in five years.

Fourteen of the initially proposed members of the DVAC consisted of a representative from each appropriate Town committee/board, a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, as well as representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association. Due to the difficulty experienced in the past with establishing avenues of communication with the downtown property owners, outreach was conducted through existing Surfside business owners/operators. Eventually three names, and accompanying contact information, were recommended as possible members. Of the three repeatedly contacted, only one consistently attended the DVAC meetings. However, active and responsive communication with the downtown property owners has occurred since the inception of the Moratorium Ordinance which temporarily limited building permits to restaurant and retail uses on Harding Avenue from 96th Street to 94th Street.

As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, the committee continually and passionately addressed such issues as:

- an overall aesthetic / branding for the downtown.
- creating a welcoming, pedestrian-friendly environment.
- streetscaping: landscaping, benches, newspaper vending racks.
- the creation of a Business Improvement District to help finance improvements and operations.
- the relationship of Surfside's downtown to The Bal Harbour Shops and the St. Regis.
- the impact of side walk cafes and the proper means for regulating the use of sidewalks through a Sidewalk Ordinance.
- installation of business locator and appropriate parking signs.
- code enforcement in an effort to improve the curb appeal of the area.
- the creation of a parking structure with focus on the Abbott Avenue lot.
- the potential combination of retail, commercial and residential land use.
- assisting businesses with marketing initiatives.
- retaining the one hundred presently licensed businesses and attracting businesses to the seventy building, six plus acre downtown through landlord and lease cooperation.
- the merits of major capital improvement projects and lessons from the Town's 2006/2007 Charrette.

It is important to note that many of these items are actionable items that the Town Staff are implementing (explained below) and all will be incorporated into a final report for the Town Commission. However, due to the remarkable and recent historic increase in communication involving the DVAC, downtown property owners and Town Staff, it is now appropriate and imperative that the Town Commission be presented with the following high level vision for analysis. These vision initiatives are being presented with unprecedented support of all stakeholders involved in the process to date and within the shortened time of three months as directed by the Town Commission instead of the six month time period established when the moratorium was enacted.

Analysis: The DVAC has met eight times since its inception in February 2011. At each meeting a number of agenda items are discussed with each meeting producing an Actionable Item for the Town Staff to address and return at the following meeting with a status report. Below are the Actionable Items that have been completed and/or are in process:

1) February 15, 2011: Downtown Code Enforcement:

From the very first meeting the DVAC has exhibited a unanimous displeasure in the public and private maintenance of Surfside's downtown. Based on consensus from the committee the Town Code Enforcement identified all external code violations in the downtown business district. Courtesy notices were sent to all applicable business owners/property owners. To date over two thirds of the issued notices are now in compliance or in the process of complying. The Town Manager has assured the committee that all violations would be addressed through the Code Enforcement process until full compliance is achieved. This means that penalties will soon be applied to non-responsive property owners and eventually the matter could go to Special Master. Violations that do not require permits such as clean windows, clean trash behind buildings, remove illegal signs and clean alleys behind stores are eighty percent complete. Violations that require permits such as painting the building, repairing windows and façades as well as exposed electrical wires (etc) are seventy five percent complete.

With the purchase of the Town Commission approved power washer, the gum has been removed by Public Works staff from the sidewalks in the downtown district and the overall appearance of the sidewalks has improved dramatically. All of the palm trees in the district have been pruned, and the parking lot on 95th Street and Collins Avenue, including the extension lot, has been repaved, striped and landscaped. These completed projects are a testament to the Town's response to the DVAC members concerns and to the overall commitment to enhancing the aesthetic of Surfside's downtown.

2) *March 10, 2011: Vacant Window Treatment Ordinance:*

In order to address the aesthetic look of the ground floor vacant property windows downtown, Town Staff were requested to amend the Town's ordinance that addresses vacant windows. The amended version went before the Planning & Zoning Board at their May 26, 2011 meeting and includes the committee's recommendations. The Planning and Zoning Board unanimously recommended approval of the Ordinance to the Town Commission. The Design Review Board will approve the final aesthetic of the screening and input from the Beautification Committee and DVAC will be provided. First reading is set for the June 14, 2011 Commission meeting. The Town would require downtown property owners to pay for the Town installation of a Town issued external decorative window covering when their ground floor properties are vacant.

3) *March 22, 2011: Upgrading Harding Avenue Alleys (please see below).*

4) *April 14, 2011: Moratorium Ordinance / Property Owners Meeting Update (please see below).*

5) *April 27 & May 12, 2011: Detailed Vision for Downtown (please see below).*

6) *May 25: Sidewalk Ordinance addressing café seating and the posting of menus outside.*

These initiatives are presented below, prioritized by achievable timelines, in an effort to establish a path forward as required by the Town Commission directive when the DVAC and its mission were established and as a strategy to implement the property tax equity and fairness principles envisioned in the Five Year Financial Plan. It is imperative to note that the following vision package needs further discussion and further vetting by the Planning & Zoning Board and the Town Commission. Nevertheless, there is clear consensus from the above mentioned meetings that these initiatives for downtown, taken as a package, would provide a beneficial blueprint for a revitalized downtown.

SHORT TERM INITIATIVES (six months or less):

Rescind the Moratorium Ordinance: The Town Commission adopted a Moratorium Ordinance on second reading at the April 12, 2011 Commission Meeting. The moratorium restricted the downtown property owners to only renting their ground floor spaces to retail and/or restaurant businesses for six months. The intent of the moratorium was to allow the DVAC enough time to discuss the issue of restricting service industries from the ground floors of downtown buildings and to return to the Town Commission with a recommendation. While the moratorium will sunset at the end of six months from inception, Town Staff were instructed by the Town Commission to return with recommendations from the DVAC within three months. This memorandum and its recommendations meet that time limit.

As a direct result from the enacting of the moratorium, the Town Manager was contacted by upset and concerned downtown property owners regarding the restrictions and a meeting was held with owners on April 26, 2011. Sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown were in attendance. During this meeting a series of conceptual initiatives were discussed and approved by consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date (Att D).

These initiatives were subsequently presented to the DVAC at the April 27, 2011 meeting and were approved in principle by consensus from those in attendance. Some members at that meeting still expressed their concern for giving up the restrictions on street level service businesses as they strongly felt that this was the only method to achieve the type of dynamic and vibrant downtown that all favor. The DVAC requested Town Staff to return at the next meeting, held on May 12, 2011, with a more specific written statement, including timelines, for ratification by the members so that this vision could be presented to the Town Commission for review at the June 14, 2011 meeting.

At the DVAC meeting on May 12, 2011 a memorandum listing the rescinding of the moratorium with corresponding initiatives to be taken as a package was presented (Att E). Designated representatives of the property owners, accompanied by some of their service oriented tenants and concerned residents, came to the meeting as a reflection of their commitment to the vision. Upon discussion of the initiatives, since approved in principle by the DVAC and the property owners, it became apparent to Town Staff that the division between the various stakeholders was deeper than expected. The DVAC voted six to three to adopt the vision, with the rescinding of the moratorium, but to revisit a plan for restricting ground floor uses to retail and/or restaurants with a distancing/grandfathering provision. As this is a non-negotiable action for the property owners to support all the elements of the DVAC vision, the owners left the meeting quite distressed. Upon further reflection and heated discussion amongst the DVAC it was decided that a second vote should be conducted regarding the vision. This second vote resulted in a seven to two vote in favor of rescinding the moratorium as soon as possible and to approve all of the initiatives presented as a package. The DVAC directed the Town Staff to return at the May 25, 2011 meeting with a more definitive plan of action, including specific timelines and commitment requirements from the various stakeholders, for ratification before presenting to the Town Commission for review at the June 14, 2011 meeting. The consensus from the DVAC members is that while the property owners have the threat of litigation on their side, the Town needed something to bind the property owners to all of the initiatives that they have presently committed to in good faith only.

The Planning & Zoning Board met on May 26, 2011 and thoroughly discussed rescinding the Moratorium Ordinance and the grand vision presented in this memorandum. Understanding that every item needs a multitude of research and discussion and must be vetted through the various Town Departments, Boards, Committees and Town Commission, the Planning & Zoning Board unanimously approved the rescinding of the Moratorium Ordinance and the acceptance of the package of vision initiatives previously approved by the downtown property owners and DVAC that are presented in this memorandum.

Upgrading Alleys: A study of the Town's parking lots and alleys is set to be awarded on June 14, 2011. By way of information, the proposals have already been ranked by the Town selection committee. This study would include the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan would also address the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds. The key commitment suggested by the DVAC is that the study needs to rapidly begin. The next step would be the completion of the consultant selection process and the awarding of the contract by the Town Commission.

Business Improvement District: The Town Manager will continue to meet with the downtown property owners and tenants over the summer to develop a possible Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events (Att F), and the retention of consultants to secure tenants are funded with a self imposed charge on the owners which is generally passed on to the tenants. The use of these funds is governed by the board of the BID. The process for establishing the District and ensuring that funds are collected and property spent is governed by State law and an agreement with the Town Commission. This initiative will be detailed to the Town Commission in the Fall of 2011.

Facade Upgrading Program: The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District over the summer to develop financing for a facade upgrading program for the district's property owners and businesses. Details regarding this proposal would go to the Town Commission in September, 2011. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements.

Abbott Avenue Parking Garage Feasibility Study: A feasibility study could address a garage project on the Abbott Avenue parking lot, an upgrade to the alley on the east side of the parking lot to facilitate a more pedestrian friendly environment and access to the Harding Avenue east side businesses, as well as the possibility of rezoning the west side of Abbott Avenue from 95th to 96th Streets to allow very limited commercial use and/or live/work use in the existing homes. An appropriate landscaping buffer on the west side of the Abbott Avenue homes would also be addressed. Upon the recommendation of the Mayor, Town Staff will update the 2007 staff study (Att G) to address whether there is sufficient data that suggests the need for a parking garage and, thus, a formal feasibility study. This updated study will be presented to Town Commission at the July 19, 2011 Commission Meeting. The timeline for this initiative is as follows:

- Seek approval from the Town Commission at the July 19, 2011 Commission Meeting to initiate an independent feasibility study for a parking garage on the Abbott Avenue parking lot if the updated Town Staff study recommends moving forward with this initiative.
- If approved, the Town Administration will utilize the Commission approved group of architects and engineers registered with the Town to compete for the feasibility study with completion expected in October, 2011. Funding would be provided from the Parking Fund and will have no financial effect on the General Fund or the residents of Surfside.

MID TERM INITIATIVES (six months to twelve months):

The Current Forty Foot Height Allowance and Amalgamation of Properties: Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek larger national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include restriction regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative.

- Present to the Planning & Zoning Board on June 23, 2011 for discussion.
- Present to the Town Commission on July 19, 2011 for first reading.

Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach: The Development Impact Committee is working on a design theme for this project which could see a significant contribution from the developers of the Beach House property on the west side of Collins Avenue. An improved linkage on both 94th Street to Harding Avenue and on 95th Street will help ensure that this project becomes an asset to downtown and increase business development as well as augment visitor satisfaction for guests of the hotel.

LONG TERM INITIATIVES (twelve months to thirty months):

Rebuilding of Harding Avenue Sidewalks: If the Town Commission determines the need for a garage on the Abbott Avenue parking lot, and the project moves forward to completion, then the Town Administration will address expanding the sidewalks on Harding Avenue between 94th and 96th Streets in the Downtown District by removing the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

94th Street Parking Garage Feasibility: A feasibility analysis will be accomplished over the summer relative to developing the 94th Street parking lot into a garage with the possible addition of the contiguous properties to the east along Collins Avenue. The intent of this project would be to provide additional parking for a southern anchor to the east side of Harding Avenue and to allow sufficient space for small scale national retail and restaurant opportunities.

Through the actions of the DVAC and the property owners, and with Town Commission support, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment and image of downtown Surfside. A plan for additional short-term aesthetic upgrades could also be continued as a mission of the DVAC while the mid and long term proposals are in process. The Town will also continue its efforts to increase maintenance of the area such as the steam cleaning of the sidewalks. The FDOT repaving project will also add new crosswalks at all intersections and at the mid-block pedestrian lights.

It is the clear intent of the property owners, DVAC and Town Administration that this Commission Communication reflects a package of ideas that justify the acceleration of the moratorium's termination. The majority of the stakeholders involved in this process to date agree that this represents a vision for an important cooperative approach to a better future for the downtown district. Any disagreement is not about the package presented, it is about the need for regulation to limit certain uses at the street level. Clearly the second vote of the DVAC, as documented earlier in this Commission Communication, reflects willingness to compromise in an effort to move forward.

As your Town Manager, I want to personally thank the members of the DVAC, Tourism Director Duncan Tavares, Planning Director Sarah Sinatra Gould, and the property owners for coming together to vet this vision in a very short time frame as directed by the Town Commission and without the cost of consultants. The vision is a path to sensitively bring our downtown to a more contemporary place without losing its hometown feeling. The vision is also a necessary element of the Town Commission's stated goal of creating property tax equity and fairness through expansion of commercial uses without deteriorating our quality of life. We all look forward to the discussion of this plan perhaps in a joint public workshop of the Planning & Zoning Board and the Town Commission.

Budget Impact: TBD.

Staff Impact: TBD.

Recommendation: In a direct outcome from meeting with the downtown property owners on April 26, 2011 the property owners in attendance have been an active participant in the vision process. While the DVAC started with three downtown property owners as members, and every meeting has been conducted in a televised public forum with every attendee having the opportunity to opine on all discussion items, Town Staff recommends that the Town Commission approve the appointment to DVAC of Mr. Jack Stevens as a representative of the property owners from the April 26, 2011 meeting.

It is understood that this package of initiatives presented in this memorandum must be ratified by the Town Commission before any of the items can proceed. Upon the approval of any or the entire proposed vision package, the initiatives must then be vetted by the appropriate Town Departments before proceeding to the Planning & Zoning Board. The ultimate decision on subsequent implementation remains with the Town Commission. Therefore it is the recommendation of the DVAC and the owners of a majority of the downtown properties that the Town Commission approves the vision in principle to allow for Town Staff to proceed on each item with the intent of eventually returning to the Town Commission for vetting as outlined by the timelines presented. Town Commission will be kept apprised of the process on each initiative through the Town Manager's Points Of Light action document, minutes from the DVAC meetings as well as Planning & Zoning minutes and subsequent progress reports and ordinances.

Department Head

Town Manager



Town of Surfside Commission Communication

Agenda Item # 9H

Agenda Date: January 17, 2012.

Subject: Downtown Vision Process Continuum.

Since its inception by Town Commission approval during the January 18, 2011 Commission Meeting, the Downtown Vision Advisory Committee (DVAC) has arguably proven to be one of our most effective advisory organizations, through a process that has included actionable items at every meeting, that Surfside has seen. The DVAC, originally consisting of sixteen stakeholders, includes representatives from each appropriate Town board and committee, a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, as well as representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association. From the initial meeting on February 15, 2011 this committee has treated all that attend the monthly meetings as part of the committee; evaluating all contributions to the discussion items and initiatives. Feedback from many residents, board and committee members and downtown business operators and owners formed the consensus that there is a need to reinvigorate the Surfside business district after years of conversation and little tangible action.

With the Miami Dade County Property Appraiser preliminary tax roll for 2011 release on June 1, 2011, acknowledging the continued decrease in property values in Surfside, and the workshop on the Five Year Financial Plan that demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution, the Town Commission saw the necessity for a proactive approach to diversifying Surfside's tax base. The comprehensive vision for downtown, developed in a broad based community stakeholders' process, was presented to the Town Commission on June 14, 2011 as a path to revitalize the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. A broad series of recommendations (the "vision") was presented to the Town Commission on June 14, 2011 in an effort to establish a path forward. The status of the elements of the vision are included in this update. There is clear consensus from this committee that these initiatives for downtown, taken as a package, would provide a beneficial blueprint for a revitalized downtown. While some of these have been achieved, or are being implemented on a continuous basis, all the initiatives are interconnected. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, the committee continually and passionately addresses many issues such as:

Downtown Code Enforcement: From the very first meeting the DVAC has exhibited a unanimous displeasure in the public and private maintenance of Surfside's downtown. Based on consensus from the committee the Town Code Enforcement identified all external code violations in the downtown business district. Courtesy notices were sent to all applicable business owners/property owners. The Town Manager has assured the committee that all violations would be addressed through the Code Enforcement process until full compliance is achieved. This means that penalties will soon be applied to non-responsive property owners and eventually the matter could go to Special Master. Violations that do not require permits such as clean windows, clean trash behind buildings, remove illegal signs and clean alleys behind stores were expeditiously completed. Violations that require permits such as painting the building, repairing windows and façades as well as exposed electrical wires (etc) required more time to complete. However, it is visually evident that this has been an overwhelming success as the downtown district has not looked better in many years. With the purchase of the Town Commission approved power washer, the gum has been removed by Public Works staff from the sidewalks in the downtown district and the overall appearance of the sidewalks has improved dramatically. All of the palm trees in the district have been pruned. These completed projects, are interconnected to the parking lot improvements, new landscaping contract, vacant window coverings, news rack and awnings ordinances (see below). This is a testament to the Town's response to the DVAC members concerns and to the overall continued commitment to enhancing the aesthetic of Surfside's downtown.

Parking Lot Improvement/Landscaping: The parking lot on 95th Street and Collins Avenue, including the extension lot, has been repaved, striped and landscaped. This project is on-going with recent re-landscaping of the 94th Street and Municipal Parking lots. The addition of central parking pay stations has forged the way for a more welcoming experience to visitors and residents' using the Town's parking facilities. The holiday season forbearance on citation writing was also successful.

Vacant Windows Ordinance: In order to address the aesthetic look of the ground floor vacant property windows downtown, Town Staff were requested to amend the Town's ordinance that addresses vacant windows. Approved by Town Commission on June 14, 2011, the Town now requires downtown property owners to pay for the Town installation of a Town issued external decorative window covering when their ground floor properties are vacant. Through the use of Surfside photos, many donated by resident photographers, this initiative has positively impacted the visual aesthetic of downtown creating an 'art in public places' experience. The next installment is set for 9569 Harding Avenue where the property owner contacted Staff to notify of a vacancy and request a covering.

News Racks Ordinance: This initiative also addresses the downtown, and overall Town, aesthetic by requiring news rack dispensers to adhere to a specific desired look. The ordinance, passed by Town Commission on July 12, 2011, requires Staff to work with a dozen publications identified as having a presence in the Town through their present use of news rack dispensers. A six dispenser news rack was ordered and delivered with placement set for Harding Avenue at 95th Street by end of January 2012. Staff will continue to assist all publications in effecting compliance of the new ordinance.

Awnings Ordinance: Part of the on-going effort to create a more aesthetically pleasing downtown environment, clearly defined guidelines for awnings will be coming before the Town Commission for final approval on the January 17, 2012 agenda.

The Moratorium Ordinance: The Town Commission adopted a Moratorium Ordinance on second reading at the April 12, 2011 Commission Meeting. The moratorium restricted the downtown property owners to only renting their ground floor spaces to retail and/or restaurant businesses for six months. The intent of the moratorium was to allow the DVAC enough time to discuss the issue of restricting service industries from the ground floors of downtown buildings and to return to the Town Commission with a recommendation. While the moratorium has been rescinded, Town Staff were instructed by the Town Commission to return with recommendations from the DVAC within three months.

As a direct result from the enacting of the moratorium, the Town Manager was contacted by concerned downtown property owners regarding the restrictions and a meeting was held with owners on April 26, 2011. Sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown were in attendance. During this meeting a series of conceptual initiatives were discussed and approved by consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date.

These initiatives were subsequently presented to the DVAC at the April 27, 2011 meeting and were approved in principle by consensus from those in attendance. Some members at that meeting still expressed their concern for giving up the restrictions on street level service businesses as they strongly felt that this was the only method to achieve the type of dynamic and vibrant downtown that all favor. The DVAC requested

Town Staff to return at the next meeting, held on May 12, 2011, with a more specific written statement, including timelines, for ratification by the members so that this vision could be presented to the Town Commission for review at the June 14, 2011 meeting.

At the DVAC meeting on May 12, 2011 a memorandum listing the rescinding of the moratorium with corresponding initiatives to be taken as a package was presented. Designated representatives of the property owners, accompanied by some of their service oriented tenants and concerned residents, came to the meeting as a reflection of their commitment to the vision. Upon discussion of the initiatives, since approved in principle by the DVAC and the property owners, it became apparent to Town Staff that the division between the various stakeholders was deeper than expected. The DVAC voted six to three to adopt the vision, with the rescinding of the moratorium, but to revisit a plan for restricting ground floor uses to retail and/or restaurants with a distancing/grandfathering provision. As this is a non-negotiable action for the property owners to support all the elements of the DVAC vision, the owners left the meeting quite distressed. Upon further reflection and heated discussion amongst the DVAC it was decided that a second vote should be conducted regarding the vision. This second vote resulted in a seven to two vote in favor of rescinding the moratorium as soon as possible and to approve all of the initiatives presented as a package. The DVAC directed the Town Staff to return at the May 25, 2011 meeting with a more definitive plan of action, including specific timelines and commitment requirements from the various stakeholders, for ratification before presenting to the Town Commission for review at the June 14, 2011 meeting. The consensus from the DVAC members was that the Town needed something to bind the property owners to all of the initiatives that they have presently committed to in good faith only.

The Planning & Zoning Board met on May 26, 2011 and thoroughly discussed rescinding the Moratorium Ordinance and for the grand vision to be presented to the Town Commission on June 14, 2011. Understanding that every item needs significant research and discussion and must be vetted through the various Town Departments, Boards, Committees and Town Commission, the Planning & Zoning Board unanimously approved the rescinding of the Moratorium Ordinance and the acceptance of the package of vision initiatives previously approved by the downtown property owners and DVAC that are presented in this memorandum. The Town Commission subsequently voted to rescind the moratorium and to accept the vision initiatives as on-going discussion and vetting initiatives.

Upgrading Alleys: A study of the Town's parking lots and alleys was awarded on June 14, 2011. This study included the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan also addresses the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds. In effort to move forward, the Development Impact Committee secured a financial commitment from the Grand Beach Hotel Surfside developers to underground the

utilities in the alley west of their Collins Avenue West building and the CVS expansion also includes requirements to address the utilities on the building facing the Abbott parking lot. The Town Commission was presented with conceptual renderings of what the alleys could become. The next step would be the completion of an overall vision and strategic plan for the alleys.

Wayfarer Signage Program: As part of the parking lot/alley improvement study, a wayfarer program was identified. The Town Commission was presented with renderings of potential Town entrance signs, parking identifiers and beach informational signs. The approved consultant is formulating the required specifications for such signs so that the project can proceed to a competitive bidding process. The entire project will be brought back to Town Commission for approval.

Branding: Through multiple DVAC meetings and a workshop devoted to branding conducted with presentations from branding experts, DVAC has decided that this issue needs to be tackled by professionals that specialize in this arena. Staff will prepare on RFP and return to Town Commission for discussion and direction.

Business Improvement District: The Town Manager will continue to meet with the downtown property owners and tenants over the spring to develop a possible Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self imposed charge on the owners which is generally passed on to the tenants. The use of these funds is governed by the board of the BID. The process for establishing the District and ensuring that funds are collected and property spent is governed by State law and an agreement with the Town Commission. This initiative will soon be detailed to the Town Commission before embarking on a competitive bid process to secure an experienced firm to assist with the BID process and implementation.

Facade Upgrading Program: The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District to develop financing for a facade upgrading program for the district's property owners and businesses. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements. Miami-Dade's "Mom & Pop" grants, set to be rolled out on January 17, 2012 (see below) may be able to assist some of the downtown businesses with such facade adornment improvements as appropriate awnings and signage.

Abbott Avenue Parking Garage Feasibility Study: A feasibility study would address a garage project on the Abbott Avenue parking lot, an upgrade to the alley on the east side of the parking lot to facilitate a more pedestrian friendly environment and access to the Harding Avenue east side businesses, as well as the possibility of rezoning the west side of Abbott Avenue from 95th to 96th Streets to allow very limited commercial use and/or live/work use in the existing homes. An appropriate landscaping buffer on the

west side of the Abbott Avenue homes would also be addressed. A proposed RFP to retain a consultant to complete the parking structure study appears on the January 17, 2012 Town Commission Agenda.

The Current Forty Foot Height Allowance and Amalgamation of Properties: Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek longer frontage national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include restriction regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative. This initiative has not begun and will be discussed with the Planning and Zoning Board before a recommendation for the Town Commission is formulated.

Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach: The Development Impact Committee worked on the preliminary design theme for this project which was presented to the Town Commission. This initiative saw a significant contribution from the developers of Grand Beach Hotel Surfside and financial commitment from the developers of 9501 Collins Avenue. An improved linkage on 95th Street, and eventually 94th Street, to Harding Avenue will help ensure that this project becomes an asset to downtown and increase business development as well as augment visitor satisfaction and enhance the downtown experience for our residents. A workshop is planned in the near future to enhance understanding of the concept.


Rebuilding of Harding Avenue Sidewalks: If the Town Commission determines the need for a garage on the Abbott Avenue parking lot, and the project moves forward to completion, then the Town Administration will address expanding the sidewalks on Harding Avenue between 94th and 96th Streets in the Downtown District by removing some of the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. A Sidewalk Café Ordinance would govern all aspects of café seating and street use (see below). The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

Sidewalk Café Ordinance and FDOT Agreement: The Town Commission will review an agreement with the Florida Department of Transportation (FDOT) governing the use of Harding Avenue business district sidewalks and café seating in the near future. FDOT requires these agreements with all jurisdictions that have café seating on FDOT sidewalks. This agreement, based on the one FDOT presently has with Miami Beach, will lay the foundation for an overall Sidewalk Café Ordinance; set for first reading at the February 14, 2012 Commission Meeting. This ordinance will define all aspects of café seating and umbrellas, including signage and menu posting, while maintaining ADA compliance.


Miami-Dade “Mom & Pop” Grants: These yearly grants, due for release on January 17, 2012 are distributed through Commissioner Heyman's office and are available to approved businesses in Surfside. They do not require matching funds and may be able to assist our downtown property owners and business operators on aesthetic improvements, marketing plans and securing inventory. Once Staff receives information on this year's grants, and subsequent requirements, outreach will be conducted to assist in securing as many of the grants as possible for Surfside's downtown.

Through the actions of the DVAC and the property owners, and with Town Commission support, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. Vacant properties are being leased and interest in the remaining vacancies is increasing. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment, safety and image of downtown Surfside. The Town will also continue its efforts to increase maintenance of the area such as the steam cleaning of sidewalks and to work with DVAC and other relevant boards and committees on additional short-term aesthetic upgrades. The FDOT repaving project will also add new crosswalks at all intersections and at the mid-block pedestrian lights.

The clear intent of the property owners, DVAC and Town Administration is that the initiatives and vision evolve in a very short time frame as directed by the Town Commission and with minimal cost for consultants. The initiatives and vision provide a path to sensitively bring our downtown to a more contemporary place without losing its hometown feeling. This is also a necessary element of the Town Commission's stated goal of creating property tax equity and fairness through expansion of commercial uses without deteriorating our quality of life. It is the unanimous recommendation of DVAC to continue with the path forward with these initiatives and others that may develop along the way. As so much has positively shaped the downtown through all of these efforts, now is not the time to become complacent. A renewed focus and commitment is required by DVAC, the Town Administration and Town Commission. DVAC has pledged to continue with the process as it is energized by the results and momentum. Staff is committed to reinvigorate the number of stakeholder members to ensure a robust and diverse group to take the vision to the next level for Commission review and endorsement.



TEDACS Director



Town Manager



**Town of Surfside
Town Commission Meeting
January 9, 2018
7:00 pm**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9I
Date: January 9, 2018
From: Michael Karukin, Commissioner
Subject: **Impact from Aggregation of Lots in Single Family Home Districts**

Objective: Mitigate risk of McMansions due to property aggregation in single family home districts H30A and H30B.

Consideration: Our zoning code has always reflected an overall intent to prevent McMansions. For example:

- In 2007, 2008 and April 2009, McMansion ordinances were adopted.
- In December 2012 I asked P and Z to develop policies and planning concepts that prevent large massive structures from being built on aggregated or very large lots. They agreed.
- In April 2016, Commissioner Paul sent us an article about McMansions.
<http://www.miaminewtimes.com/news/residents-and-preservationists-push-back-as-mcmansions-take-over-miami-beach-8382869>
- In March 2017, I asked the staff a question about the impact on continuous maximum wall frontage from property aggregation in the single-family district.

“In the single family home districts, if more than one 50x100 lot is aggregated resulting in a larger lot size can a single larger structure be built to the side setbacks? For example, if the new lot is now 100 x 100 can a new home or other structure have a 90 foot frontage?”

They said.....

“the side setbacks in single family are 5 ft or 10% of the lot width, whichever is greater. In this scenario the side setbacks would be 10 ft on either side and the house frontage could be 80 feet for the 1st floor but would need to provide greater setbacks on the 2nd floor.”

Based on the answer to the question, there is a loophole that needs to be addressed. Apparently, in the single-family home district, an aggregated lot can result in a home with an 80-foot frontage. And if a house on that size lot, with the set back requirements for a second floor, that house can be huge.

The size and scale of such a home in the single-family home district resulting from property aggregation has the potential to be out of scale for surrounding homes, and not compatible with the overall character of the Town and inconsistent with our intent and policies and preventing such homes. Therefore, this loophole can be used as a way to get around our efforts to mitigate McMansions.

Recommendation: Direct the planning and zoning board to fix this loophole in our code.



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

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

DISCUSSION ITEM COVER MEMORANDUM

Agenda #: 9J
Date: January 2 2017
From: Daniel Dietch, Mayor
Subject: Residency Verification Support

Objective: To seek direction from the Town Commission whether to direct the Town Manager to develop a coalition of impacted local communities to assist the Miami-Dade County School Board with residency requirement verification and enforcement at the Ruth K. Broad K-8 Center.

Consideration: Surfside has joined our neighboring municipalities to support a range of matters of mutual concern, including the Ruth K. Broad K-8 Center. Most recently, we worked together to financially support a dedicated school nurse that is an exemplary example of the benefits of working together. However, verification and enforcement of school residency requirements has been and will likely continue to be a matter that adversely impacts the students and families within our School District. Action was taken on this issue in 2010, as evidenced in the attached Resolution No. 2010-1978, but the problem persists. This matter was recently discussed with our School Board Member and a pledge of support was informally discussed. With your concurrence, Surfside can spearhead the effort to align our interests with our neighboring communities to support the necessary steps to supplement the Miami-Dade County School Board's efforts to validate and enforce the residency requirements at the Ruth K. Broad K-8 Center.

Recommendation: To direct the Town Manager to develop a coalition of impacted local communities to assist the Miami-Dade County School Board with residency requirement verification and enforcement at the Ruth K. Broad K-8 Center.

RESOLUTION NO. ²⁰¹⁰⁻1978

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REQUESTING THAT MIAMI-DADE COUNTY PUBLIC SCHOOLS (MDCPS) ENFORCE THE RESIDENCY REQUIREMENTS FOR STUDENTS ENROLLED AT THE RUTH K. BROAD BAY HARBOR K-8 CENTER AND OFFERING TOWN ASSISTANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, unless a student meets the general regulations pertaining to all transfers pursuant to School Board Rule 5A-1.08 and 5A-1.082 (Student Transfers) of the Miami-Dade County Public Schools (hereinafter "MDCPS"), all public school students are assigned to and required to attend the appropriate school situated in and serving the area where the student resides; and

WHEREAS, it is generally known but not verified that numerous out of area students are assuming the limited capacity of (and may be overextending the maximum class size in violation of Section 1003.03, Florida Statutes) at the Ruth K. Broad K-8 Center where all public school students residing in the Town of Surfside attend; and

WHEREAS, pursuant to Section 1008.32, Florida Statutes (State Board of Education oversight enforcement authority) and accompanying MDCPS Rules effectuating, among other things, the requirements of State law, District Boards are required to ensure compliance with the attendance rules and request and receive information verifying that each student meets the required residency requirements prior to enrollment in each academic year; and

WHEREAS, the Town of Surfside recognizes with budget cuts and reduced staffing, MDCPS may be unable to verify and otherwise ensure that residency

requirements are being met and wishes to offer MDCPS assistance in this regard and recommend a process of verification along with a volunteer effort to assist in this process.

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. Request to MDCPS and Suggestion of Process for Residency Verification. The Surfside Town Commission approves this resolution requesting the MDCPS enforce residency requirements of both the MDCPS Rules and the Florida Statutes at the Ruth K. Broad Bay Harbor K-8 Center (sometimes referred to as the "School") and recommends the following cost-effective process be undertaken:

- a. MDCPS should mail a letter specifying the residency requirements to all prospective Ruth K. Broad Bay Harbor K-8 Center students prior to enrolling each academic year with a return address of the School so that the student alleging residing at the address associated with undeliverable mail can be further investigated.
- b. The School, in addition to requiring two proofs of current address, should also impose a requirement of an affidavit executed by the student's parent(s) affirming that the student lives at the listed address within the school's attendance boundaries.

- c. The Town will identify volunteers or other resources to assist in this mailing and any other aspect of the process the identifies as requiring volunteer assistance.

Section 3. Expression of Concern and Authorization. The Town Commission hereby expresses its concern regarding the numerous out of area students who may be overextending the maximum class size in violation of Section 1003.03, Florida Statutes at the Ruth K. Broad K-8 Center where all public school students residing in the Town of Surfside attend, and per this Resolution requests the MDCPS enforce residency requirements to ensure compliance with MDCPS attendance rules for the Ruth K. Broad K-8 Center. The Town Manager is hereby authorized and directed to communicate this Commission's request to MDCPS.

Section 4. Direction to the Town Clerk. The Town Clerk is hereby directed to send a certified copy of this resolution to the MDCPS, the municipal clerks of the surrounding communities of Bay Harbor Islands, Bal Harbour, Miami Beach, North Bay Village, Aventura, Miami, North Miami Beach and North Miami and the Principal of Ruth K Broad K-8 Center.

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

PASSED AND ADOPTED this 9th day of November, 2010.

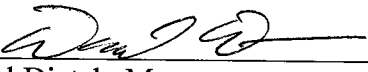
Motion by Commissioner Heupart, second by Commissioner Olehyk.

Resolution No. 1978

FINAL VOTE ON ADOPTION


Commissioner Michael Karukin
Commissioner Edward Kopelman
Commissioner Marta Olchyk
Vice Mayor Joseph Graubart
Mayor Daniel Dietch

Yes
Absent
Yes
Yes
Yes



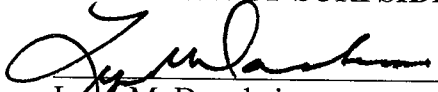
Daniel Dietch, Mayor

ATTEST:



Debra E. Eastman, MMC
Town Clerk

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



Lynn M. Dannheisser
Town Attorney

Resolution No. _____