



**Town of Surfside
Town Commission Meeting
AGENDA**

**January 10, 2017
7 p.m.**

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

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

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

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

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

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

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks** – Mayor Daniel Dietch
- E. Agenda and Order of Business** Additions, deletions and linkages
- F. Community Notes** – Mayor Daniel Dietch
- G. Presentation of FIND Grant Reimbursement Check** – Mr. Spencer Crowley

2. Quasi-Judicial Hearings (None)

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

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

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

A. Minutes – Sandra Novoa, MMC, Town Clerk

B. Budget to Actual Summary as of October 31, 2016 – Guillermo Olmedillo, Town Manager

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

- 1. See Click Fix
- 2. Development Applications
- 3. Code Compliance Cases
- 4. Hawthorne Tot Lot Renovation and Fence Replacement
- 5. Community Center Butterfly Garden
- 6. December 2016 Significant Incidents/Arrests
- 7. New Police Officer
- 8. Police Events
- 9. Information Technology and TV Broadcasts

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

E. Committee Reports – Guillermo Olmedillo, Town Manager

- October 27, 2016 Planning and Zoning Board Meeting Minutes
- November 2, 2016 Parks and Recreation Committee Minutes
- November 17, 2016 Planning and Zoning and Design Review Board Minutes

4. Ordinances

(Set for approximately 8:10 p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

1. **Temporary Moratorium on Cannabis Dispensing Businesses – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM ON CANNABIS DISPENSING BUSINESSES AS FURTHER DEFINED HEREIN; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.

(Set for approximately 7:40 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

1. **Ordinance Amending Chapter 2 “Administration” Article VII “Code of Ethics”; Specifically Creating Section 2-227.1 “Honor code for Elected and Appointed Town Officials and Town Employees” – Mayor Daniel Dietch
[Time Certain at 7:40 PM]**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION” ARTICLE VII “CODE OF ETHICS”; SPECIFICALLY CREATING SECTION 2-227.1 “HONOR CODE FOR ELECTED AND APPOINTED TOWN OFFICIALS AND TOWN EMPLOYEES”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; 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. Urging the Florida Legislature to Authorize a Tax Exemption for Residential Historic Properties Including Historic Condominium and Cooperative Properties – Commissioner Tina Paul

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE FLORIDA LEGISLATURE TO AMEND SECTION 196.1961, FLORIDA STATUTES TO AUTHORIZE BY GENERAL LAW A PROPERTY TAX EXEMPTION FOR RESIDENTIAL HISTORIC PROPERTIES INCLUDING HISTORIC CONDOMINIUM AND COOPERATIVE PROPERTIES; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE GOVERNOR, THE FLORIDA SENATE PRESIDENT, THE FLORIDA HOUSE SPEAKER, THE CHAIR AND MEMBERS OF THE MIAMI-DADE STATE LEGISLATIVE DELEGATION, THE FLORIDA SECRETARY OF STATE, THE EXECUTIVE DIRECTOR OF THE FLORIDA DEPARTMENT OF REVENUE, THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY AND THE FLORIDA LEAGUE OF CITIES, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Voluntary Collection Agreement with Airbnb, Inc. – Guillermo Olmedillo, Town Manager [Time Certain for 8:00PM]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A VOLUNTARY COLLECTION AGREEMENT FOR RESORT TAX BETWEEN AIRBNB, INC. AND THE TOWN OF SURFSIDE; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Supporting the Biscayne Bay Coastal Wetlands Project – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE U.S. ARMY CORPS OF ENGINEERS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO TAKE ALL STEPS NECESSARY TO EXPEDITE AND COMPLETE THE CONSTRUCTION OF PHASE I OF THE BISCAYNE BAY COASTAL WETLANDS (“BBCW”) PROJECT; FURTHER URGING THE U.S. ARMY CORPS OF ENGINEERS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO TAKE ALL STEPS NECESSARY TO EXPEDITE THE PLANNING OF PHASE II OF THE BBCW PROJECT PRIOR TO THE CURRENT SCHEDULED DATE OF 2021; 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.

D. Municipal Representation on the 2017-18 Florida Constitution Revision Commission – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE APPOINTMENT OF MUNICIPAL OFFICIALS TO THE 2017-18 FLORIDA CONSTITUTION REVISION COMMISSION; SUPPORTING THE PROTECTION OF MUNICIPAL HOME RULE; SUPPORTING THE POSITIONS OF THE FLORIDA LEAGUE OF CITIES, INC.; SUPPORTING THE APPOINTMENT OF FLORIDA LEAGUE OF CITIES PRESIDENT, BOCA RATON MAYOR SUSAN HAYNIE TO THE 2017-18 CONSTITUTION REVISION COMMISSION; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE GOVERNOR, THE FLORIDA SENATE PRESIDENT, THE FLORIDA HOUSE SPEAKER, THE CHAIR AND MEMBERS OF THE MIAMI-DADE COUNTY STATE LEGISLATIVE DELEGATION, THE FLORIDA SECRETARY OF STATE, THE EXECUTIVE DIRECTOR OF THE FLORIDA DEPARTMENT OF REVENUE AND THE FLORIDA LEAGUE OF CITIES, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Big Belly Solar, Inc., Sole Source Lease Agreement – Guillermo Olmedillo, Town Manager [Time Certain at 9:05PM]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA WAIVING THE BID PROCESS PURSUANT TO SECTION 3-13(6) OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A SOLE SOURCE CONNECT SERVICES AGREEMENT WITH BIG BELLY SOLAR, INC. FOR A TERM OF FIVE (5) YEARS EFFECTIVE APRIL 1, 2017 WITH SUBSEQUENT ONE (1) YEAR RENEWAL TERMS FOR THE SERVICE, INCLUDING SOFTWARE, EQUIPMENT, EQUIPMENT DELIVERY, INSTALLATION, CUSTOMER SERVICE AND EQUIPMENT MAINTENANCE, WARRANTY FOR DEFECTIVE PART REPLACEMENT AND REPAIR, SET UP AND TRAINING FOR TWELVE SOLAR TRASH AND RECYCLING COMPACTION CONTAINERS; APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$15,040 FROM THE FISCAL YEAR 2016/2017 SOLID WASTE FUND, ACCOUNT NO. 403-4000-534-4403; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; 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.

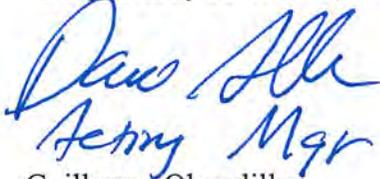
8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- A. Review of Surfside Parking Actions** – Guillermo Olmedillo, Town Manager
- B. Traffic Mitigation Program** – Guillermo Olmedillo, Town Manager
- C. Fund Balance Policies** – Mayor Daniel Dietch
- D. Piano's on Parade** – Mayor Daniel Dietch
- E. Proposed Ballot Item for November 2017** – Commissioner Michael Karukin

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
Town Commission Meeting
MINUTES
December 13, 2016
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 7:02 p.m.

B. Roll Call of Members

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

C. Pledge of Allegiance

The Mayor acknowledged Jake Rubin who is on his way to becoming an Eagle Scout and Mr. Rubin led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Gielchinsky spoke briefly about power outages due to high winds and the antiquated infrastructure as three members of the community have reached out to him. He also wished all the very best for the New Year and joyous holidays. Commissioner Paul wished everyone a happy holiday season. Vice Mayor Cohen thanked all for their prayers in his time of illness.

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

Commissioner Paul made a motion to hear item 5D before item 4A1. Passing the gavel, the motion received a second from Mayor Dietch. The motion carried 3/2 with Commissioner Karukin and Commissioner Gielchinsky voting in opposition. Commissioner Karukin made a motion to link items 5A and 9A. The motion received a second from Commissioner Gielchinsky and all voted in favor.

F. Community Notes – Mayor Daniel Dietch

The Mayor announced upcoming community events which can be found in the Gazette and on the Town's website. Vice Mayor Cohen spoke about autonomous vehicles. Commissioner Karukin reminded citizens not to litter.

G. Presentation of Certificate of Achievement for Excellence in Financial Reporting

– Guillermo Olmedillo, Town Manager

Manager Olmedillo announced that the town has received the Certificate for Excellence in Financial Reporting which is a very prestigious award given by the Government Financial Association. He thanked Director Nelson and his staff on a job well done. The Mayor thanked Director Nelson and all involved as the town now has been the recipient of this award several times since Don Nelson has joined Surfside. Commissioner Karukin also congratulated Director Nelson.

2. Quasi-Judicial Hearings (None)

3. Consent Agenda

Pulled Items:

Mayor Dietch pulled page 4 of the minutes and Item 3C.

Commissioner Karukin pulled Item 4.3E page 29.

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

-Correction to the minutes on 4B1 the “motion received a second from Commissioner Gielchinsky” not Commissioner Paul.

-Commissioner Karukin had a correction on Item 4.3E as to what the Resort Tax can be used for as the sentence is incomplete.

-Mayor Dietch on Item 3C spoke of expectations see ClickFix and setting standards for optimizing.

Commissioner Paul made a motion to approve the pulled items. The motion received a second from Mayor Dietch after passing the gavel and all voted in favor.

A. Minutes – Sandra Novoa, MMC, Town Clerk

B. Budget to Actual Summary as of September 30, 2016 – Guillermo Olmedillo, Town Manager

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

1. See Click Fix
2. Development Applications
3. Code Compliance Cases
4. Hawthorne Tot Lot Renovation and Fence Replacement
5. Bully Prevention Month
6. November 2016 Significant Incidents/Arrests
7. New Police Officer Position
8. Community Service Aide Position
9. Chanukah Event at The Shul
10. Town of Surfside/Grand Beach New Year’s Eve Event
11. Police Events
12. Information Technology and TV Broadcasts

***D. Town Attorney's Report** – Linda Miller, Town Attorney

E. Committee Reports – Guillermo Olmedillo, Town Manager

- September 12, 2016 Tourist Board Meeting Minutes
- September 28, 2016 Parks and Recreation Committee Meeting Minutes
- October 10, 2016 Tourist Board Meeting Minutes
- October 27, 2016 Sustainability Subcommittee Meeting Minutes
- November 14, 2016 Tourist Board Meeting Minutes

F. 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 FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE SURFSIDE CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

G. Town Holidays and Employee Personal Days Off - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REAPPROVING HOLIDAYS AND ONE PERSONAL DAY FOR ALL EMPLOYEES; APPROVING TWO ADDITIONAL PERSONAL DAYS FOR FULL TIME EMPLOYEES WITH THE EXCEPTION OF EMPLOYEES REPRESENTED BY THE FRATERNAL ORDER OF POLICE; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

H. Approval to Accept the Florida Department of Transportation (FDOT) High Visibility Enforcement for Pedestrian and Bicycle Safety Grant for 2016-2017 – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA ACCEPTING THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") GRANT FOR HIGH VISIBILITY ENFORCEMENT FOR PEDESTRIAN AND BICYCLE SAFETY IN THE AMOUNT OF \$5,000 FOR FISCAL YEAR 2016-2017 BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30,

2017; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

I. Bal Harbour Shops Expansion Urging Resolution – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING BAL HARBOUR VILLAGE TO WORK COOPERATIVELY TO ADDRESS IMPACTS IDENTIFIED BY THE TOWN OF SURFSIDE IN DEVELOPMENT RELATED TO BAL HARBOUR SHOPS EXPANSION; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE AND THE BAL HARBOUR VILLAGE MANAGER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

J. Resolution to Adopt the Town of Surfside Title VI Program Plan – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING TITLE VI PROGRAM PLAN, IN ACCORDANCE WITH TITLE VI, 42 U.S.C. §2000D, CIVIL RIGHTS ACT OF 1964, AS REQUIRED FOR THE TOWN OF SURFSIDE TO RECEIVE FEDERAL PASS-THROUGH FUNDING FROM MIAMI-DADE TRANSIT AGENCY; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

4. Ordinances

A. Second Reading Ordinances

1. Architectural Significance – Commissioner Daniel Gielchinsky

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, AND SPECIFICALLY AMENDING SECTION 90-2 “DEFINITIONS” AND 90-33 “ALTERATION OR ENLARGEMENT OF NONCONFORMING STRUCTURES” TO PERMIT ALTERNATIVES FOR THE REDEVELOPMENT OF EXISTING ARCHITECTURALLY SIGNIFICANT BUILDINGS IN THE H120 ZONING DISTRICT; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL

**ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT
HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Gielchinsky made a motion for discussion. Passing the gavel, the Mayor seconded the motion.

Manager Olmedillo addressed the concern raised by Commissioner Paul regarding the fiscal statement rule 6.078 fiscal impact. There was further discussion regarding the pros and cons of the ordinance and the input of the Town Planner.

The Mayor opened the public hearing.

Public Speakers:

-George Kousoulas and Marianne Meischied spoke in favor of the ordinance and support it.

-Deborah Cimadevilla had questions regarding parking.

-Thomas Brothers had a question for the Commission.

-Michael Larkin spoke about the changes made in the ordinance and supports it going forward.

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

The Mayor addressed the questions raised by the public speakers.

Commissioner Gielchinsky made a motion to approve. After passing the gavel the motion received a second from Mayor Dietch and all voted in favor.

2. Amendment to Chapter 54, Division 2 “Noise” – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 54 “OFFENSES AND MISCELLANEOUS PROVISIONS” DIVISION 2 “NOISE”; SPECIFICALLY AMENDING SECTION 54-78 “PROHIBITED NOISES”, SPECIFICALLY AMENDING SECTION 54-79 “RESTRICTED NOISES—CLASSIFIED; ENUMERATED”; CREATING SECTION 54-80 “ENFORCEMENT BY CODE COMPLIANCE OFFICER; NOTICE OF VIOLATION; WARNINGS; RESPONSIBILITY TO PROVIDE CURRENT ADDRESS”; CREATING SECTION 54-81 “RESPONSIBILITY FOR COMPLIANCE”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Paul made a motion for discussion. The motion received a second from Commissioner Gielchinsky.

Commissioner Paul would like to strike out “any performers or disc jockey producing sound upon any premises” and strike “jointly and.”

Manager Olmedillo listed code compliance regulations and enforcement. As one of his concerns, Commissioner Karukin commented that this was not a budgeted item and was not in favor of expanding code compliance. Manager Olmedillo gave some insight regarding finances and the budget.

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

Commissioner Paul made a motion to accept with striking out “any performers or disc jockey producing sound upon any premises” and strike out “jointly and severally.” The motion received a second from Commissioner Gielchinsky and the motion carried 4-1 with Commissioner Karukin voting in opposition.

3. Amendment to Sec. 14-29 of the Code of the Town of Surfside – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 14 “BUILDINGS AND BUILDING REGULATIONS”; SPECIFICALLY AMENDING SECTION 14-29. “PERMIT FEES” TO PROVIDE FOR A CONSISTENT CALCULATION FOR THE COST OF CONSTRUCTION FOR PERMIT FEES AND FOR THE RIGHT OF THE TOWN OF SURFSIDE TO CONDUCT AN AUDIT OF THE CONSTRUCTION COSTS AT THE CONCLUSION OF CONSTRUCTION; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra 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 thanked the Town Manager for his efforts in bringing this forward and made a motion to approve. The motion received a second from Commissioner Karukin and the motion passed 4-1 with Commissioner Paul absent for the vote.

**4. Amending Article VI. – “Rules of Procedure For Town Meetings”
Specifically Amending Sections 2-201, 2-202, 2-203,2-204, 2-205, 2-206, 2-207,
2-208 and 2-209 – Guillermo Olmedillo, Town Manager [Linked to Item 5C]**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI. - “RULES OF PROCEDURE FOR TOWN MEETINGS”; SPECIFICALLY AMENDING SECTIONS 2-201, 2-202, 2-203, 2-204, 2-205, 2-206, 2-207, 2-208 AND 2-209; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

The Mayor opened the public hearing.

-Jeffery Platt spoke on the issue.

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

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Gielchinsky and the motion passed 4-1 with Vice Mayor Cohen absent for the vote.

5. Beach Furniture Ordinance – Guillermo Olmedillo, Town Manager [*Linked to Item 9C*]

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE II “LOCAL BUSINESS TAX RECEIPT” OF CHAPTER 70 “TAXATION” AND SPECIFICALLY AMENDING “SECTION 70-41 “LOCAL BUSINESS TAX SCHEDULE” TO INCLUDE BEACH FURNITURE OPERATION; AMENDING CHAPTER 86 “WATERWAYS”; ARTICLE II, “PUBLIC BEACHES”, SPECIFICALLY AMENDING SECTION 86-26 “DEFINITIONS”; CREATING SECTION 86-30 “BEACH FURNITURE”; CREATING SECTION 86-31 “BEACH FURNITURE PERMIT”; CREATING SECTION 86-32 “INDEMNIFICATION AND INSURANCE”; CREATING SECTION 86-33 “VIOLATIONS, CIVIL FINES AND PENALTIES”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Paul made a motion to approve. Passing the gavel, the motion received a second from Mayor Dietch.

The Mayor opened the public hearing.

-Robert Davison representing his condo which is not in favor of the ordinance.

Manager Olmedillo explained the ordinance in more detail addressing the concern of the condo residents.

- Michelle Ruiz representing homeowners of the Mirage is not in favor of the ordinance.
- Jeffery Platt is not in favor of the ordinance as he believes it is not fair to all.
- Sean McKeon, General Manager of the Marriott believes more clarification of the ordinance is needed.
- Marianne Meischied believes the ordinance needs some tweaking.
- Silvia Coltrane asked that minor changes be made in the ordinance.
- Deborah Cimadevilla had some concerns about the ordinance.
- Joel Simmonds not in favor as the ordinance needs some revision.
- Michael Kashdan had some suggestions for changes in the ordinance.
- George Kousoulas gave some ideas for tweaking the ordinance.

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

Manager Olmedillo reminded everyone that if they are representing anyone else they are required to follow the provisions and register in the Town as a lobbyist for this specific matter.

The Commission addressed the concerns of the public hearing and discussed the ordinance. There was some disagreement among the Commission.

Commissioner Paul made a motion to approve with modifications by the Mayor. Passing the gavel, the motion received a second from Mayor Dietch. The motion carried 3-1 with Commissioner Gielchinsky and Vice Mayor Cohen voting in opposition.

B. First Reading Ordinances

1. **Temporary Moratorium on Cannabis Dispensing Businesses** – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM ON CANNABIS DISPENSING BUSINESSES AS FURTHER DEFINED HEREIN; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Gielchinsky made a motion to discuss. The motion received a second from Commissioner Paul. The Commission discussed the issue.

Commissioner Gielchinsky made a motion to approve. The motion received a second from Commissioner Karukin. The motion carried 4-1 with Vice Mayor Cohen voting in opposition.

5. Resolutions and Proclamations

A. EAR Based Amendments – Guillermo Olmedillo, Town Manager (*Linked to 9A*)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) WORK AUTHORIZATION NO. 99 (TOWN OF SURFSIDE EVALUATION AND APPRAISAL AMENDMENTS, CGA PROPOSAL NO. 16-9054) IN A TOTAL AMOUNT NOT TO EXCEED \$57,565 FROM THE GENERAL FUND, PROFESSIONAL SERVICES ACCOUNT NO. 001-2000-524-3110; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the resolution.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Paul and the motion carried 4-1 with Vice Mayor Cohen voting in opposition.

B. 94th Street Promenade – Selection of Sculpture - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE SCULPTURE BY PABLO ATCHUGARRY PRESENTED BY THE APPLICANT, CHATEAU OCEAN, LLC FOR THE 94TH STREET END PROJECT; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the resolution.

Commissioner Gielchinsky made a motion to discuss. The motion received a second from Commissioner Karukin.

Commissioner Gielchinsky related concerns from Planning and Zoning regarding the base of the sculpture and why we are asking for approval after it is done.

Commissioner Karukin also was concerned about how this was done without prior approval and who is paying for the upkeep of the sculpture. Mayor Dietch agreed that it should have been done differently but it is a beautiful piece and it is a donation to the Town. The applicant was asked to provide the value of the piece and the type of maintenance it requires.

Mayor Dietch made a friendly amendment that we add “providing for approval as a donation to the Town; providing for authorization and implementation for an effective date. Also, to strike the fourth “whereas.”

Commissioner Gielchinsky made a motion to approve with amending the title adding the words “as a donation to the Town” after the word approval and in the fifth recitals clause adding the words “donation of” to the words approves and in Section 2 to add the words “donation of the” after the words approve the, and requiring that the applicant provide value information for insurance purposes and operations and instruction manual regarding maintenance of the sculpture and striking the fourth whereas clause. The motion received a second from Commissioner Paul and the motion carried 4-1 with Vice Mayor Cohen voting in opposition.

The Mayor had received a book from the artist with all his works and it is available for the public to review at the Administration Office.

Commissioner Karukin made a motion to extend the meeting an additional 30 minutes. The motion received a second from Commissioner Paul and all voted in favor with Commissioner Gielchinsky absent for the vote.

C. Repeal Resolution 2007-1792 – Rules and Procedures for Committees Created by the Town Commission – Linda Miller, Town Attorney [*Linked to Item 4A4*]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REPEALING RESOLUTION NO. 2007-1792 “APPROVING AND ADOPTING RULES AND PROCEDURES FOR COMMITTEES CREATED BY THE TOWN COMMISSION”; PROVIDING THAT COMMITTEES SHALL BE GOVERNED BY TOWN CODE ARTICLE VI. “RULES OF PROCEDURE FOR TOWN MEETINGS”; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra 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 accept. The motion received a second from Commissioner Karukin and all voted in favor.

D. Condominium Termination Law Urging Resolution – Commissioner Tina Paul

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO INCREASE PROTECTIONS FOR RESIDENTS OF CONDOMINIUMS DURING THE CONDOMINIUM TERMINATION PROCESS; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS

RESOLUTION TO THE SPEAKER OF THE FLORIDA HOUSE OF REPRESENTATIVES, THE PRESIDENT OF THE FLORIDA SENATE, THE GOVERNOR OF THE STATE OF FLORIDA AND THE FLORIDA LEAGUE OF CITIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Karukin had concerns about condo laws and regulations that may conflict with the resolution and the rights of people who purchase as an investment. Mayor Dietch gave further details of the resolution.

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

6. Good and Welfare

Mayor Dietch opened the meeting to Good and Welfare.

Public Speakers:

- Jeffery Platt spoke about conflict of interest.
- Lou Cohen spoke about considering staggered or extended terms.

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

Mayor Dietch responded to the issue of conflict of interest. On the Town website, there are several sites where one can report any improprieties to the appropriate authorities. Commissioner Paul remarked on the accusation of conflict of interest.

Commissioner Karukin is in favor of staggering terms and mentioned he had brought this up before with four year staggered terms for Commissioners and two years for the Mayor. Vice Mayor Cohen was in favor of reviewing this issue further.

7. Town Manager and Town Attorney Reports

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- A. Future Land Use Element of Comp Plan** – Commissioner Michael Karukin (*Linked to 5A*) Commissioner Karukin presented the item which he would like to be part of the EAR Proposal. A representative from CGA said they would include the item in their assessments and it will be part of their workshops.

B. Town of Surfside Commission Approval of Traffic Mitigation Plans – Guillermo Olmedillo, Town Manager
Manager Olmedillo presented the item.

Public Speakers:

- Rachel Sletatt addressed her concerns regarding safety of children on her street.
- Deborah Cimadevilla is on Traffic Committee and related concerns after their study of the recommendations.
- Shea Rubenstein spoke of the traffic issues on Byron Avenue and adjoining streets.

Commissioner Karukin made a motion to move forward with the first sentence of the conclusion part. The motion received a second from Commissioner Paul and all voted in favor. The Mayor will help repackage the information and present it back to the Commission.

C. Funding the Beach Furniture Part-Time Code Compliance Officer – Guillermo Olmedillo, Town Manager
Manager Olmedillo presented the item.

Public Speaker Deborah Cimadevilla spoke on the item.

Passing the gavel, the Mayor made a motion to accept Option II. The motion died for a lack of a second.

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

Code Compliance Director Alan Graham gave insight on the job description of a code compliance officer.

Commissioner Karukin made a motion to defer the Item. The motion received a second from Commissioner Paul. Commissioner Karukin withdrew the motion.

Commissioner Paul made a motion to move forward with Option II striking out the duties of the code compliance officer which will be verbally explained. The motion received a second from Mayor Dietch after passing the gavel. The motion failed 3-2 with Commissioner Karukin, Commissioner Gielchinsky and Vice Mayor Cohen voting in opposition.

D. Beach Renourishment Planning – Mayor Daniel Dietch
Mayor Dietch gave an update on the item.

Commissioner Karukin made a motion to go forward to engage local, county, state and federal representatives as appropriate and prepare a plan that outlines all required steps and associated timeframes to secure the permits, funding and all other requirements for town-wide beach renourishment. The motion received a second from Commissioner Paul and all voted in favor.

10. Adjournment

The meeting adjourned at 11:44 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2017

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

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

AS OF

October 31, 2016

9% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: January 10, 2017

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$69,672	\$13,172,193	1%
EXPENDITURES	1,480,567	\$13,172,193	11%
Net Change in Fund Balance	(1,410,895)		
Fund Balance-September 30, 2016 (Unaudited)	7,180,308 ^A		
Fund Balance-October 31, 2016 (Reserves)	<u>\$ 5,769,413</u>		
RESORT TAX (TEDAC SHARE)			
REVENUE	\$ 2,700 ^B	\$735,031	0%
EXPENDITURES	36,145	\$735,031	5%
Net Change in Fund Balance	(33,445)		
Fund Balance-September 30, 2016 (Unaudited)	352,737		
Fund Balance-October 31, 2016 (Reserves)	<u>\$ 319,292</u>		
POLICE FORFEITURE/CONFISCATION			
REVENUE	\$ -	\$50,592	0%
EXPENDITURES	3,760	\$50,592	7%
Net Change in Fund Balance	\$ (3,760)		
Fund Balance-September 30, 2016 (Unaudited)	142,253		
Fund Balance-October 31, 2016 (Reserves)	<u>\$ 138,493</u>		
TRANSPORTATION SURTAX			
REVENUE	\$ 17,000	\$281,330	6%
EXPENDITURES	9,688	\$281,330	3%
Net Change in Fund Balance	7,312		
Fund Balance-September 30, 2016 (Unaudited)	355,467		
Fund Balance-October 31, 2016 (Reserves)	<u>\$ 362,779</u>		
BUILDING FUND			
REVENUE	\$ 114,373	\$1,056,688	11%
EXPENDITURES	61,503	\$1,056,688	6%
Net Change in Fund Balance	52,870		
Fund Balance-September 30, 2016 (Unaudited)	0		
Fund Balance-October 31, 2016 (Reserves)	<u>\$ 52,870</u>		
CAPITAL PROJECTS			
REVENUE	\$ -	\$100,000	0%
EXPENDITURES	8,415	\$100,000	8%
Net Change in Fund Balance	(8,415)		
Fund Balance-September 30, 2016 (Unaudited)	1,145,331		
Fund Balance-October 31, 2016 (Reserves)	<u>\$ 1,136,916</u>		

NOTES:

* Many revenues for October 2016 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received. October 2016 revenue accounts include the reversal of revenues that are for the prior fiscal year.

A. Includes \$2,000,000 available for hurricane/emergencies. Includes \$193,439 of Prepaid Expenses. The balance of \$4,986,869 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through October 2016 is \$2,700 (\$2,700 is the TEDAC and \$0 is the General Fund). Revenues collected in October 2016 are for Resort Tax Registration Renewals.

ENTERPRISE FUNDS

ACTUAL

ANNUAL BUDGETED	% BUDGET
--------------------	-------------

WATER & SEWER

REVENUE	\$ 260,988	\$3,359,624	8%
EXPENDITURES	83,110	\$3,359,624	2%
Change in Net Position	177,878		
Unrestricted Net Position-September 30, 2016 (Unaudited)	(343,525)		
Restricted Net Position	1,765,319 C1		
Unrestricted Net Position-October 31, 2016 (Reserves)	<u>\$ 1,599,672 C2</u>		

MUNICIPAL PARKING

REVENUE	\$ 82,494	\$1,576,119	5%
EXPENDITURES	75,847	\$1,576,119	5%
Change in Net Position	6,647		
Unrestricted Net Position-September 30, 2016 (Unaudited)	1,280,874		
Unrestricted Net Position-October 31, 2016 (Reserves)	<u>\$ 1,287,521</u>		

SOLID WASTE

REVENUE	\$ 118,731	\$1,746,554	7%
EXPENDITURES	118,440	\$1,746,554	7%
Change in Net Position	291		
Unrestricted Net Position-September 30, 2016 (Unaudited)	226,765		
Unrestricted Net Position-October 31, 2016 (Reserves)	<u>\$ 227,056</u>		

STORMWATER

REVENUE	\$ 42,310	\$684,143	6%
EXPENDITURES	21,421	\$684,143	3%
Change in Net Position	20,889		
Unrestricted Net Position-September 30, 2016 (Unaudited)	4,081,062		
Restricted Net Position	347,140 C3		
Unrestricted Net Position-October 31, 2016 (Reserves)	<u>\$ 4,449,091</u>		

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 \$1,599,672 is the result of a change in current net position as of October 2016 of \$177,878 net position as of September 30, 2016 of (\$343,525) 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.

Donald G. Nelson
 Donald G. Nelson, Finance Director
on behalf of Donald Nelson

Guillermo Olmedillo
 Guillermo Olmedillo, Town Manager

Town of Surfside

Fund Balance (Reserves)

10/31/2016

FUND	9/30/2014	9/30/2015	9/30/2016	10/31/2016
General	\$ 6,366,391	\$ 5,905,726	\$ 7,180,308	\$ 5,769,413
Resort Tax	180,297	339,396	352,737	319,292
Police Forfeiture	159,626	113,431	142,253	138,493
Transportation Surtax	396,740	440,662	355,467	362,779
Building	-	-	-	52,870
Capital	849,445	182,903	1,145,331	1,136,916
Water & Sewer	(3,501,884)	(2,705,871)	(343,525)	1,599,672
Parking	1,000,355	1,089,165	1,280,874	1,287,521
Solid Waste	116,662	340,391	226,765	227,056
Stormwater	3,838,412	4,051,768	4,081,062	4,449,091
Total	\$ 9,406,044	\$ 9,757,571	\$ 14,421,272	\$ 15,343,103



**TOWN MANAGER'S REPORT
JANUARY 2017**

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

1. **See Click Fix** -- Report attached.

2. Development Application Status

- A. 8926 and 8955 Collins – A site plan application for a 16 unit, 12 story condominium has been received. A Development Review meeting was held on June 20, 2016. A second Development Review meeting was held on July 27, 2016. A DIC meeting was held September 1, 2016. The Planning and Zoning Board met October 27, 2016. A Quasi-Judicial Hearing has been scheduled for January 19, 2017, 5 pm.
- B. 9116 Harding – A site plan application for a 4 unit townhouse development has been received. A Development Review meeting was held November 2, 2016. Comments were provided and corrections were required, which have not been received to date.
- C. 9300 – 9380 Collins – A site plan application for a 68 unit townhouse development has been received. The Planning and Zoning Board hearing was held on July 18, 2016. A Quasi-Judicial Hearing has been scheduled for January 19, 2017, 5 pm.
- D. 228 89th Street – Casa de Jesus – a Special Exception application has been submitted related to an afterschool program. A Development Review meeting was held on December 6, 2016. Comments were provided and corrections were required, which have not been received to date.
- E. 8851 Harding Avenue – a 25 unit condominium development was submitted in January 2015. A Development Review meeting was held on January 22, 2016. The applicant resubmitted the plan on August 1, 2016 and a second Development Review meeting was held on August 18, 2016. Comments were provided and corrections were required, which have not been received to date.
- F. Surf Club II – A site plan application was submitted on August 12, 2015. The Development Review Group (DRG) meeting was held on September 4, 2015. A second DRG meeting was held on April 18, 2016. The plans were resubmitted on June 13, 2016 and DIC was held on July 27, 2016. The application was heard by Planning and Zoning on August 25, 2016. A Town Commission hearing has not been set.

TOWN DEPARTMENTS

3. Code Compliance Cases

A. Code Violation Cases: As of December 22, 2016, the total number of active, open cases being managed is 148; of these cases, 58 cases are still under investigation and are working towards compliance, 13 cases are on-hold, 38 are in the Special Master hearing queue; 8 cases are in post-

Special Magistrate action status, and 31 cases have been liened and remain unpaid. Properties with unpaid liens are sent 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 16/17: 22 cases have paid/settled through December 22, 2016 for a total of \$6,593

FY 15/16: 152 cases paid/settled for a total of \$137,282

FY 14/15: 26 cases paid/settled for a total of \$86,869

FY 13/14: 6 cases paid/settled for a total of \$67,293

FY 12/13: 9 cases paid/settled for a total of \$15,750

FY 11/12: 8 cases paid/settled for a total of \$16,875

Parks and Recreation

4. Hawthorne Tot Lot Renovation and Fence Replacement

The Hawthorne tot lot renovation and fence replacement was approved at the August 9, 2016 Commission meeting. The demo and installation of the existing playground and fence began November 28, 2016. As of January 2017 the renovations have been completed and the playground is open to the public. A renovation dedication will be scheduled after the New Year.

5. Community Center Butterfly Garden

The Parks and Recreation Department joined forces with the Friends of Oleta's Beach Biodiversity-Boost Project to create this beautiful Butterfly Garden. The Community Center has dedicated an optimal green space area, planting nearly 100 native butterfly plants. This Butterfly Garden trail creation is a multi-beneficial, impactful visionary path to reach environmental and sustainable goals collectively as a community. The Butterfly Garden will be an added attraction for Surfside residents visiting the Community Center. A dedication for the Butter Fly Garden will be included in the 2017 Earth Day Event.

Police Department

6. December 2016 Significant Incidents/Arrests

- Gas Leak - 12/16/2016-12/17/16: 8900 block of Harding Avenue. Two traffic lanes were closed from 10 pm – 3 am. The gas line was sealed. There were no injuries or evacuations.
- Accident Involving Bicyclist- 12/18/2016: 8900 block of Harding Avenue. The bicyclist was struck by a vehicle. He was treated by Miami-Dade Fire Rescue and transported to Mt. Sinai Hospital for a broken wrist.
- Fraud - 12/20/16: 102 Street and Collins Avenue. Subject fled form Bal Harbour Shoppes. A perimeter was established by BHPD and SPD. The subject was apprehended without any further incident.

- Trespassing - 12/23/16: Starbucks. The subject attempted to strike the officer and the officer deployed his Taser. He was arrested for Resisting with Violence and for a Bench Warrant.

7. New Police Officer

Officer Marianne Durante was sworn in as Surfside's newest police officer on December 19, 2016 in the Commission Chambers.

8. Police Events

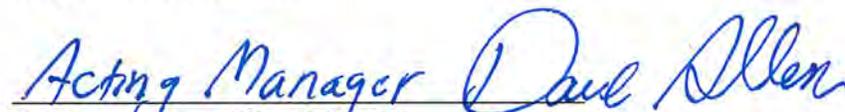
- The 8th annual Holiday Toy Drive was held on December 23, 2016 and was a great success. 79 children attended and received toys.
- The Florida Department of Law Enforcement will conduct an audit of SPD's FCIC/NCIC validation procedures on January 11, 2017 at 11 am. Lt. Bambis, CS Sperbeck and Officer Mathews will participate in the compliance audit.
- The Surfside Police Department will host a community blood drive on January 11, 2017 from 12:00 p.m. – 4:00 p.m. The blood mobile will be in the Town Hall lot.
- Florida National University will host a Human Trafficking Awareness Walk on January 18, 2017 beginning at 10:00 a.m. at the campus in Hialeah. Officer Lorente will represent Surfside at the event.
- North Miami Avenue Church of God will host its 33rd Annual Service for First Responders on January 22, 2017 at 11 am. Officer Lorente will attend and represent SPD.
- The monthly Bike with the Chief is January 25, 2017 at Town Hall at 5:00 p.m.
- Coffee with the Cops is January 27, 2017 at Starbucks at 10:00 a.m.

PROJECTS PROGRESS UPDATES

9. Information Technology and TV Broadcasts

- IT will complete the upgrade to Microsoft Exchange in January.
- IT has placed the order for the new Firewall which will be set up in February.
- IT is working with Accounting to provide a PO to AVI (vender) for various upgrades to the CH 77 Broadcast system.
- IT has managed the renewal of the MailArchived Contract.
- IT has upgraded the software for Mechanic Department "Autel MaxiSys"
- IT has received Commissioner Karukin's returned iPad and issued the Commissioner an iPhone 6s.
- IT provided quote to PD for Vportal Live Monitor for the Radio recoding.
- IT set up a laptop for new PD Officer M. Durante.
- IT will attend a conference for SeeClickFix in January.
- IT will oversee the frosting of the window for the sergeant's office.

Respectfully submitted:


Guillermo Olmedillo, Town Manager

Town of Surfside, FL

LIFETIME: FEB 2014 -DEC 2016

Between Feb 18, 2014 and Dec 19, 2016

505 issues were opened

489 issues were closed

The average time to close was 29.7 days.

Issues by Source



SERVICE REQUEST TYPE	OPENED	CLOSED	DAYS TO CLOSE
Other	139	132	18.1
Beach Issue	64	64	12.1
Police (Safety Concern)	61	62	8.5
Parking Issue	47	46	2.8
Code Compliance (Violation)	40	40	60.7
Street lights (PW)	28	26	217.8
Code Compliance (Safety Concern)	27	26	68.2
Barking Dog	12	12	20.0
Drainage/Flooding (PW)	12	12	23.4
Construction Issues	13	12	5.4
Dog Stations (P & R)	10	10	6.6
Surfside Dog Park (P & R)	8	8	1.1
96 Street Park (P & R)	8	8	4.0
Utilities (Water/Sewer) (PW)	10	9	0.8
Pothole (PW)	5	4	5.6
Hawthorne Tot-Lot (P & R)	4	4	5.2
Solid Waste (Residential) (PW)	6	3	4.3
Community Center (P & R)	3	3	0.1
Graffiti (PW)	3	3	25.2

Beach Patrol	2	2	0.0
Solid Waste (Commercial) (PW)	2	2	0.1
Dead Animal	1	1	0.1
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

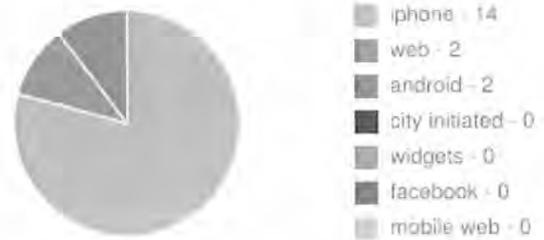
Between Dec 01, 2016 and Dec 19, 2016

18 issues were opened

15 issues were closed

The average time to close was 14.7 days.

Issues by Source



SERVICE REQUEST TYPE	OPENED	CLOSED	DAYS TO CLOSE
Parking Issue	5	4	1.3
Beach Issue	3	3	0.6
Other	4	1	0.0
Code Compliance (Violation)	1	3	56.7
Barking Dog	0	2	21.6
Police (Safety Concern)	1	1	0.0
Construction Issues	1	1	0.8
Code Compliance (Safety Concern)	1	0	0.0
Solid Waste (Residential) (PW)	1	0	0.0
Utilities (Water/Sewer) (PW)	1	0	0.0
96 Street Park (P & R)	0	0	0.0
Beach Patrol	0	0	0.0
Community Center (P & R)	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Drainage/Flooding (PW)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Pothole (PW)	0	0	0.0

Solid Waste (Commercial) (PW)	0	0	0.0
Street lights (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



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

TO: Town Commission

FROM: Linda Miller, Town Attorney 

CC: Guillermo Olmedillo, Town Manager
 Jane Graham, Assistant Town Attorney

DATE: January 10, 2017

SUBJECT: Office of the Town Attorney Report for January 10, 2017

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

December 15, 2016 – Sustainability Subcommittee of the Planning and Zoning Board Meeting
 December 15, 2016 – Design Review Board and Planning and Zoning Board Meeting
 December 19, 2016 – Parks and Recreation Committee Meeting
 December 21, 2016 – Special Master Hearing
 January 9, 2017 – Tourist Board Meeting
 January 10, 2017 – Town Commission Meeting

Ordinances for Second Reading:

- Temporary Moratorium on Cannabis Dispensing Businesses

Ordinances for First Reading:

- Amending Chapter 2 “Administration” Article VII “Code of Ethics”; specifically creating Section 2-227.1 “Honor Code for Elected and Appointed Town Officials and Town Employees”

Resolutions prepared and reviewed:

- Urging the Florida Legislature to authorize a tax exemption for residential historic properties including historic condominium and cooperative properties
- Biscayne Bay Coastal Wetlands (“BBCW”) Project Urging Resolution
- Municipal Representation on the 2017-18 Florida Constitution Revision Commission
- Approving an agreement between the Town of Surfside and Big Belly Solar, Inc. for the lease, installation, maintenance and cleaning of twelve solar trash and recycling compaction containers
- Approving a voluntary collection agreement between the Town of Surfside and AirBnB, Inc. for Resort Tax

Town Commission/Town Manager:

- Research dune management and the coastal construction control line program
- Research Florida Prompt Payment Act
- Review requirements for lobbyist registration
- Reviewed Local Business Tax Receipt pursuant to Florida Statutes
- Continued comparative analysis of proposed legislation in different municipalities and states on cannabis dispensing business regulations
- Review of 2017 Legislative Priorities
- Follow-up conferences with Airbnb, Inc. and research legal issues for preparation of Voluntary Collection Agreement for Resort Tax

December 15, 2016 - Sustainability Subcommittee Meeting:

- Shore Management Plan
- Sustainability Management Requirements – (LEED)
- Adjusting height for sea level rise
- Infrastructure protection
- Underground utilities feasibility

December 15, 2016 Design Review Board and Planning and Zoning Meeting:

Design Review Board Applications:

- A. 8835 Carlyle Avenue – garage conversion, relocate the front door and add a rear addition
- B. 9065 Garland Avenue – garage conversion and renovate the property
- C. 900 89th Street – construction of a second story addition to the existing single-family residence, renovations to include the addition of a porch and the restoration of a converted garage back to a garage
- D. 9545 Harding Avenue – request for a reverse channel LED illuminated lettering sign to replace the sign at the existing retail shop
- E. 8919 Carlyle Avenue – proposing an addition to the rear of the existing single family residence

Planning and Zoning Board:

Ordinance: *Moratorium on Cannabis Dispensing Businesses*

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM ON CANNABIS DISPENSING BUSINESSES AS FURTHER DEFINED HEREIN; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.

Discussion Items:

1. Connectivity opportunities
2. Demolition of Houses
3. Sea Level Rise
4. Roof Pitch
5. Future Agenda Items

Building Department/Code Enforcement:

- Advised on dock and seawall requirements
- Research enforcement of short-term rental ordinance
- Follow-up with Code Enforcement for ongoing settlement of cases

Parks and Recreation

- Research liability and requirements of Epi-pen usage by Town facilities

Tourist Bureau/Downtown Vision Advisory Board/Tourist Board:

- Deco Bike meeting and review of renewal terms

Public Works:

- Several conferences with Big Belly Solar, Inc. and research and revisions for Agreement

Police Department:

- Advised on implementation of construction hours and noise enforcement ordinances
- Contacted Miami-Dade County Attorney's Office transportation attorney on traffic calming and internet based navigation apps

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

1. On June 28, 2014, Claimant alleges while walking in the east alley behind 9577 Harding Avenue she fell through a broken storm grate and sustained severe lacerations to her right leg. FMIT is investigating this claim.
2. Claimant alleges a false arrest on June 1, 2014. FMIT is investigating this claim.
3. Claimant, Barry Rosenblum alleges an unlawful detention on May 19, 2016. FMIT is investigating this claim.
4. 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 alleges counts against the Town including contract zoning, Charter violations, and a request for 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 and a request for Oral Argument. Mr. Bakker has filed a reply. The Town, Young Israel and Mr. Bakker filed a request for Oral Argument. To date, oral argument has not been scheduled.
5. Parker, et. al. v. American Traffic Solutions, et. al.: United States District Court for the Southern District of Florida Civil Action No. 1:14-CV-24010. This is a class action case

brought by plaintiffs who have received red light traffic violations against vendors who contract with municipalities and counties for red-light camera services (American Traffic Solutions “ATS”, “Xerox State and Local Solutions “Xerox”, and Gatso) along with 69 municipalities and counties. The complaint alleges that the local government defendants have improperly outsourced to the vendors their legislatively granted authority to issue traffic citations and unlawfully delegated to the vendor defendants the authority to determine whether a traffic violation has occurred. The Town and other Defendants filed a Motion to Dismiss. The Court dismissed the federal claims, however, did not dismiss the claims for unjust enrichment, declaratory and injunctive relief. The Court stayed the case during the pendency of an appeal and heard oral argument on June 14, 2016. The Eleventh Circuit dismissed the appeal for lack of jurisdiction on August 31, 2016. Defendants filed a motion for rehearing and motion for rehearing en banc in the Eleventh Circuit which was denied on November 4, 2016. The case has been remanded to the United States District Court for the Southern District of Florida, where the parties filed a joint motion to stay further proceedings until related cases are concluded within Florida Courts.

6. Henderson v. Police Officer Carrasquillo and Police Officer Fernandez. On May 12, 2015, a complaint was served stating that on December 11, 2010, Mr. Henderson was arrested for Battery on a Law Enforcement Officer, Disorderly Conduct and Resisting Arrest Without Violence. The complaint alleges malicious prosecution against the Officers. Discovery is ongoing.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County.



**TOWN OF SURFSIDE
DESIGN REVIEW BOARD
AND
PLANNING AND ZONING BOARD**

**MINUTES
OCTOBER 27, 2016
6:00 PM**

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

DESIGN REVIEW BOARD

1. CALL TO ORDER

Chair Lindsay Lecour called the meeting to order at 6:05 p.m.

2. ROLL CALL

Recording Clerk Frantza Duval called the roll with the following members present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Richard Iacobacci, Board Member Peter Glynn, and Board Member Gregg Covin. Board Member Brian Roller and Board Member Jorge Gutierrez were absent.

Board Member Brian Roller arrived at 6:06 p.m. Commissioner Daniel Gielchinsky attending as liaison arrived at 6:14 p.m.

3. APPROVAL OF MINUTES: **September 29, 2016**

Board Member Iacobacci made a motion to approve. The motion received a second from Board Member Glynn and all voted in favor with Board Member Roller absent for the vote and Board Member Gutierrez absent.

4. DESIGN REVIEW BOARD APPLICATIONS:

A. Request of the Owner of Property located at 9348 Abbott Avenue.

The applicant is proposing to enclose an existing screened in patio.
Town Planner Sarah Sinatra presented the item.

Vice Chair Frankel made a motion to approve. The motion received a second from Board Roller and all voted in favor with Board Member Gutierrez absent.

B. Request of the Owner of Property located at 9257 Dickens Avenue.

The applicant is proposing the construction of a new two story single-family residence. Town Planner Sarah Sinatra presented the item.

The Board discussed the design and other features of the proposed house. The architect Jose Jimenez gave further details on the design and answered questions from the Board.

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

1. Provide coral stone pavers.
2. A/C units shall not be visible if placed on roof.
3. Applicant shall meet all code requirements.
4. Stone façade shown in rendering is required.

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

C. Request of the Owner of Property located at 9528 Bay Drive.

The applicant is proposing the construction of an additional garage and a gate in the front of their single-family residence. The applicant's plans also show a trellis in the front and rear and a new driveway.

Town Planner Sarah Sinatra presented the item.

There was discussion about prior work done on the house and meeting code. The applicant representative Anaile Cure addressed questions from the Board. The Board requested more information from the architect and to resubmit the application.

Board Member Glynn made a motion to defer. The motion received a second from Board Member Iacobacci and all voted in favor with Board Member Gutierrez absent.

5. DISCUSSION ITEM:

A. Architectural Significant Buildings on H120 Zoned Lots

Graham Penn gave a power point presentation on the item. The Board discussed the item and historic significance. Mr. Penn answered questions from the Board.

Public Speaker George Kousoulas, speaking as an architect, spoke in favor of the ordinance and gave some suggestions. The Board expressed their views on the item and there was further discussion.

Vice Chair Frankel would like to include language to disqualify buildings that are copies of historical styles. She also suggested clarifying some of the language regarding post war era.

Board Member Glynn made a motion to recommend as amended and discussed and to forward to the Town Commission for first reading. The motion received a second from Board Member Iacobacci and all voted in favor with Board Member Gutierrez absent.

6. QUASI-JUDICIAL APPLICATION:

A. 8955 COLLINS AVENUE and 8926 COLLINS AVENUE and 8943 HARDING AVENUE

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, PLANNING AND ZONING BOARD; RECOMMENDING APPROVAL OF A SITE PLAN APPLICATION, PURSUANT TO SECTION 90-41 ET SEQ. OF THE ZONING CODE TO PERMIT THE DEVELOPMENT OF PROPERTY LOCATED ON THE EAST AND WEST SIDES OF COLLINS AVENUE WITH THE ADDRESSES OF 8955 COLLINS AVENUE AND 8926 COLLINS AVENUE AND 8943 HARDING AVENUE FOR 16 CONDOMINIUM UNITS AND A PARKING STRUCTURE AND RECREATIONAL AMENITIES WITH CONDITIONS OF APPROVAL; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Recording Clerk Frantza Duval read the title of the resolution.

Chair Lecour read the process and rulings of a quasi-judicial hearing.

Recording Clerk Duval confirmed that compliance with advertising notice requirements have been met. Attorney Miller asked the DRB and Planning and Zoning Board if anyone had ex-parte communications with the Applicant or any objector. All answered no. Recording Clerk Duval swore in the people who wished to speak on the item.

Town Planner Sarah Sinatra gave a visual presentation. The applicant's representative gave a brief overview and addressed questions from the Board. Kobi Karp, architect, walked through the architectural design of the building.

Chair Lecour opened the public hearing.

Public Speakers:

-Craig Blomquist appreciated the applicant doing a community outreach and was in favor of the proposed plan.

Attorney Miller paused the discussion as Board Member Covin said he may have a conflict of interest. There was some discussion by the Town Attorney, the applicant's attorney, Special Land Use expert Nancy Stroud and it was deemed there was no conflict of interest. The meeting proceeded with public hearing.

-Olga Perez Perez questioned if plans have been submitted for a barrier between homes and the construction site as well as an off street parking plan. Planner Sinatra said a permit had been pulled for the barrier. The applicant representative said the parking issue is taken care of and Planner Sinatra read portions of the new resolution dealing with construction workers and parking.

-Anaile Cure representing the residents of Surf House spoke about potential damages that may occur due to construction and is objecting to the application.

-Ricardo Mualin is concerned about the proposed parking lot as well as hours of operation of the clubhouse and other facilities. The applicant responded to some of the concerns. Planner Sinatra said they have worked with traffic officials and police regarding traffic and valet parking as well as pedestrian crossing.

- George Lopez had concerns about construction practices and the effect it may have on older nearby buildings. Kobi Karp responded to his concerns.
- Juana Alzaga had concerns about structural damage which may occur to her building. She also was concerned about losing the character of Surfside.
- Mildred Pina was never informed about the new structure and had concerns about structural damage.
- Deborah Cimadevilla was in favor of workers being identified by certain apparel and questioned the advertisement stating this development had a private beach as there are no private beaches they are all public.
- Roe Ben-Moshe is in full support of the project but was concerned about a traffic issue and pedestrian crossing.

No one else wishing to speak Chair Lecour closed the public speaking.

The Board gave their views and discussed the project. Chair Lecour and Board Member Glynn spoke favorably of the project.

Board Member Glynn made a motion to recommend the item to the Planning and Zoning Board with the condition that the tennis court hours are closed at 9:00 p.m. The motion received a second from Board Member Iacobacci and all voted in favor with Board Member Guterrez absent.

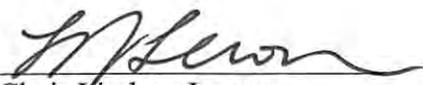
7. ADJOURNMENT.

There being no further business to come before the Design Review Board the meeting adjourned at 9.23 p.m.

Accepted this 17th day of November, 2016

Attest:


 Sandra Novoa, MMC
 Town Clerk


 Chair Lindsay Lecour

PLANNING AND ZONING BOARD

MINUTES
OCTOBER 27, 2016
6:00 PM

1. CALL TO ORDER

Chair Lindsay Lecour called the meeting to order at 9:23 p.m.

2. ROLL CALL

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

3. APPROVAL OF MINUTES: September 29, 2016

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

4. QUASI-JUDICIAL APPLICATION:

**A. 8955 COLLINS AVENUE and 8926 COLLINS AVENUE
and 8943 HARDING AVENUE**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, PLANNING AND ZONING BOARD; RECOMMENDING APPROVAL OF A SITE PLAN APPLICATION, PURSUANT TO SECTION 90-41 ET SEQ. OF THE ZONING CODE TO PERMIT THE DEVELOPMENT OF PROPERTY LOCATED ON THE EAST AND WEST SIDES OF COLLINS AVENUE WITH THE ADDRESSES OF 8955 COLLINS AVENUE AND 8926 COLLINS AVENUE AND 8943 HARDING AVENUE FOR 16 CONDOMINIUM UNITS AND A PARKING STRUCTURE AND RECREATIONAL AMENITIES WITH CONDITIONS OF APPROVAL; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Recording Clerk Frantza Duval read the title of the resolution.

Chair Lecour reminded everyone that the rules and process of a Quasi-Judicial hearing stated in the Design Review Board Meeting apply here also.

Chair Lecour asked if anyone wishing to speak to please stand and be sworn in. There were no public speakers who had not spoken at the previous meeting. No one wishing to speak Chair Lecour closed the public hearing.

Board Member Iacobacci made a motion to recommend the item to the Town Commission with the recommended condition from the DRB that the tennis court hours are closed at 9:00 p.m. The motion received a second from Board Member Glynn and all voted in favor.

5. DISCUSSION ITEMS:

1. Commission Liaison Update – Commissioner Daniel Gielchinsky

Commissioner Gielchinsky gave an update on streetscapes and sea level rise study and undergrounding of utilities.

Public Speaker Deborah Cimadevilla spoke about treescape/streetscape and asked for clarification. She talked about flooding in her area and driveways and sidewalks. She shared some photos to support her position.

The Board discussed the item of walkability and the Town Manager talked about safety. The Town Manager was asked to come back at the next meeting with options to improve sidewalks and walkability (pedestrian safety) as well as aesthetics.

2. Notice for demolition of houses

The item was deferred to the next meeting.

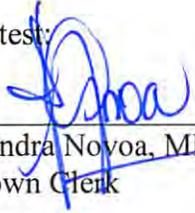
3. Future Agenda items

6. ADJOURNMENT.

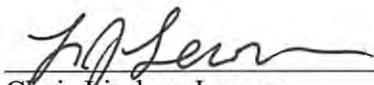
There being no further business to come before the Planning and Zoning Board the meeting adjourned at 10.21 p.m.

Accepted this 17th day of November, 2016

Attest:



Sandra Novoa, MMC
Town Clerk



Chair Lindsay Lecour



TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

PARKS AND RECREATION ADVISORY COMMITTEE MEETING

Wednesday November 2, 2016

7:00 pm

Surfside Community Center
9301 Collins Avenue

MINUTES

1. Roll Call of Committee Members

Retta Logan called the meeting to order at 7:11pm.

Also in attendance: Shlomo Danzinger, Jeffrey Platt, Eliana Salzhauer, Tim Milian, Parks and Recreation Director, Jane Graham, Assistant Town Attorney, Frantza Duval, Recording Clerk

Mitchell Gottlieb and Tina Paul are absent with regrets.

2. Approval of Minutes from September 28, 2016 Meeting

Eliana Salzhauer made a motion to approve the September 28, 2016 minutes; Jeffrey Platt seconded the motion. The motion passed unanimously. The minutes were approved.

3. December Meeting date

Tim Milian advised that the previous months brought forth a lot of changes in terms of meeting dates. The meeting for December is back on its regular meeting night, which is December 19, 2016 at 7:00pm.

4. Non Resident use of Community Center

Tim Milian advised that the item can be tabled. A request was made by the Mayor to the Town Manager to add this item for discussion on the agenda. It was mentioned that this item would be on the Parks and Recreation Committee agenda and that the Bay Harbor Mayor could attend to make his request known to the Committee.

The Parks and Recreation Committee unanimously expressed the position that they currently satisfied with their current guest policy for the Community Center.

5. Hawthorne Tot Lot Renovation Update

Tim Milian advised that he received final permitting on October 28, 2016. They are set to begin de-construction and renovation November 28, 2016, a 10-14 day process. Tim Milian is expected to have the park up and running in December. A November 21 date was suggested, but Tim Milian advised that he rejected it due to the Thanksgiving

holiday being the same week. Jeffrey Platt suggested that the park be photographed before, during, and after renovation and Tim Milian advised that it's being done.

6. Halloween Event recap

Tim Milian advised that due to the weather he cautious with the rides and made a conscientious decision not to have any rides. There was a total of 840 people come to the event. Tim Milian advised that the event was great and thanked the staff and volunteers for the hours they dedicated into making the event successful.

7. Community Input

Eliana Salzhauer mentioned lighting at the pool to accommodate the time change.

Tim Milian advised that he in works of working with Sunny Isles to program instructional baseball in the spring.

Tim Milian mentioned that the flag football kids were given the opportunity to attend the University of Miami football game. Tim Milian advised this opportunity will be done again in the spring with baseball and basketball.

8. Meeting Adjournment

Eliana Salzhauer made a motion to adjourn the meeting; Jeffrey Platt seconded the motion. The motion passed unanimously. The meeting ended at 7:28pm.

Accepted this 19 day of December, 2016

Retta Logan
Member (Print)

[Signature]
Signature

Attest:

[Signature]

Frantza Duval
Recording Clerk



**TOWN OF SURFSIDE
DESIGN REVIEW BOARD
AND
PLANNING AND ZONING BOARD**

**MINUTES
NOVEMBER 17th 2016
7:00 PM**

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

DESIGN REVIEW BOARD

1. CALL TO ORDER

Chair Lindsay Lecour called the meeting to order at 7:00 p.m.

2. ROLL CALL

Recording Clerk Frantza Duval called the roll with the following members present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Richard Iacobacci, Board Member Peter Glynn, and Board Member Brian Roller. Board Member Gregg Covin was absent. Commissioner Daniel Gielchinsky attended as liaison.

3. APPROVAL OF MINUTES: **October 27, 2016**

Board Member Iacobacci made a motion to approve. The motion received a second from Vice Chair Frankel and all voted in favor with Board Member Covin absent.

Commissioner Daniel Gielchinsky gave an update from the Commission on the Architectural Significance Ordinance.

4. DESIGN REVIEW BOARD APPLICATIONS:

A. Request of the Owner of Property located at 8918 Abbott Avenue.

The applicant is proposing an addition to the front and rear of the existing single family residence.

Town Planner Sarah Sinatra presented the item. The architect gave further details on the item.

Board Member Gutierrez made a motion to approve with staff conditions. The motion received a second from Board Member Glynn and all voted in favor with Board Member Covin absent.

B. 94th Street Promenade-Selection of Sculpture

On July 8, 2014, the Town Commission approved the design for the 94th Street End Project (Resolution 13-Z-04) that was submitted by the Chateau Ocean, LLC which had been a requirement of their conditional use and site plan approvals (Resolution No. 13-Z-04). The 94th Street End Project approval required that prior to the completion of the project “the applicant shall donate to the Town a unique, original sculpture [to be] installed at the east end of 94th Street”. To fulfill that requirement the applicant has selected a sculpture by Pablo Atchugarry who is internationally renowned for his monumental public sculptures. Images of his work as well as the selected sculpture are attached. The Design Review Board is requested to make a recommendation to the Town Commission.

Town Planner Sarah Sinatra gave a visual presentation of the item. The architect gave details on the item and answered questions from the Board. The Board discussed the plans and had some concerns regarding the rendering presented and the base. Building Official Ross Prieto responded to some of the concerns of the Board.

Chair Lecour opened the public hearing. No one wishing to speak Chair Lecour closed the public hearing.

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

1. the developer revisit the base and provide instructions for maintenance.

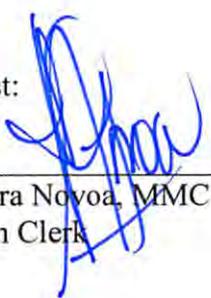
The motion received a second from Board Member Glynn and all voted in favor with Board Member Covin absent.

5. ADJOURNMENT.

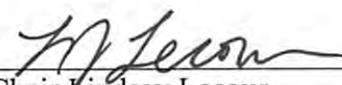
There being no further business to come before the Design Review Board the meeting adjourned at 7.46 p.m.

Accepted this 15th day of December, 2016

Attest:



Sandra Novoa, MMC
Town Clerk



Chair Lindsay Lecour

PLANNING AND ZONING BOARD

MINUTES
November 17, 2016
7:00 PM

1. CALL TO ORDER

Chair Lindsay Lecour called the meeting to order at 7:47 p.m.

2. ROLL CALL

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

3. APPROVAL OF MINUTES: **October 27, 2016**

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

Board Member Glynn announced he had to resign from the Sustainability Committee. The Board agreed to have a rotating liaison on this Committee and Vice Chair Frankel will attend the December meeting.

Commissioner Gielchinsky reported that he had attended the Environmental Sustainability Committee earlier in the evening. The Environmental Sustainability Committee had determined that it will study the issue of the technical feasibility of undergrounding the power and utility lines in the residential neighborhood. The Committee will share its findings with the Planning and Zoning Board after it has concluded its study.

4. ORDINANCE:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING", AND SPECIFICALLY AMENDING SECTION 90-2 "DEFINITIONS" AND 90-33 "ALTERATION OR ENLARGEMENT OF NONCONFORMING STRUCTURES" TO PERMIT ALTERNATIVES FOR THE REDEVELOPMENT OF EXISTING ARCHITECTURALLY SIGNIFICANT BUILDINGS IN THE H120 ZONING DISTRICT; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Recording Clerk Frantza Duval read the title of the resolution. Commissioner Gielchinsky introduced the item. Graham Penn gave a power point presentation.

Chair Lecour opened the public hearing.

Public Speaker George Kousoulas spoke in favor of the ordinance.
Public Speaker Marianne Meischied was in favor of the option presented.
No one else wishing to speak the Chair closed the public hearing.

The Board discussed the ordinance and Mr. Penn and architect Kobi Karp addressed questions from the Board. Mr. Penn indicated that the examples presented were from studies done.

Board Member Iacobacci made a motion to approve and forward to the Commission with the following condition:

1. condition of illustrative memo on massing.

The motion received a second from Board Member Glynn. The motion passed 4/1 with Board Member Roller voting in opposition.

At the end of the meeting Board Member Roller clarified why he voted in opposition.

5. DISCUSSION ITEMS:

1. Walkability and Pedestrian Safety

Town Manager Olmedillo gave a power point presentation of what other cities have done and what options the city of Surfside may consider. A representative from Calvin, Giordano and Assoc. also presented the item with detailed visuals.

Chair Lecour opened the public hearing.

Public Speakers:

- Jorge Cortes spoke about residents who maintain street side property and limiting street side parking as it is a safety issue.
- Steven Levine questioned the need or problem with no sidewalks and the criteria the Board will use to go forward as he was not in favor.
- George Kousoulas gave his views on the item with focus on Collins Avenue
- Deborah Cimadevilla presented her ideas on the item and shared photos she had taken regarding flooding in her area.
- Carlos Aparicio had concerns about the visuals and scale that was presented.
- Joyce Gato was not in favor of adding sidewalks.

No one else wishing to speak Chair Lecour closed the public hearing.

Commissioner Daniel Gielchinsky left the meeting at 9:15 p.m.

In summarizing, Chair Lecour said the three goals were safety, walkability, and aesthetics. The Board discussed the issue and expressed their views. Manager Olmedillo clarified his presentation as some items were questioned.

Chair Lecour suggested a framing device for an agenda with running goals such as walkability and pedestrian safety as sidewalks are not the only issue to be discussed. At the next meeting, she has asked staff to come back with more visuals of blocks in Surfside with suggested ideas.

2. Demolition of Houses

Town Planner Sarah Sinatra gave an update on the item and notification to neighboring properties. The Board briefly discussed the item and suggested a sign being posted.

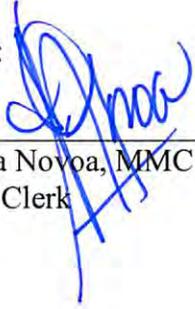
3. Future Agenda Items

6. ADJOURNMENT.

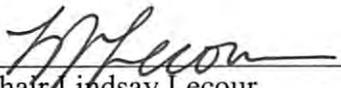
There being no further business to come before the Planning and Zoning Board the meeting adjourned at 10:40 p.m.

Accepted this 15th day of December, 2016

Attest:



Sandra Novoa, MMC
Town Clerk



Chair, Lindsay Lecour

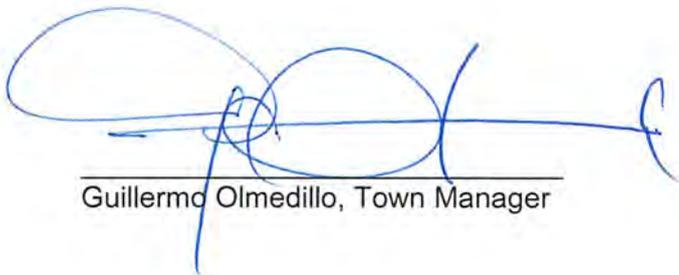


Town of Surfside Commission Communication

Agenda Item: 4A1
Agenda Date: December 13, 2016 / January 10, 2017
Subject: Temporary Moratorium on Cannabis Dispensing Businesses
From: Guillermo Olmedillo, Town Manager

Background:

In November, 2016, the voters of the state approved a Constitutional amendment to allow the legal use of medical marijuana (cannabis) in Florida. A comprehensive State licensing and regulatory framework for the cultivation, processing, and dispensing of cannabis exists and may be further modified by the state legislature in recognition of the Constitutional amendment. Therefore, Staff is recommending a 12 month moratorium on the opening of cannabis dispensing businesses in the Town. The intent of the moratorium is to give the Town the time reasonably necessary to investigate the impacts of cannabis dispensing facilities, and if necessary, to prepare reasonable regulations relating to such establishments.



Guillermo Olmedillo, Town Manager

ORDINANCE NO. - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM ON CANNABIS DISPENSING BUSINESSES AS FURTHER DEFINED HEREIN; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, in 2014 the Florida Legislature enacted a law legalizing low-THC medical cannabis in Florida; and

WHEREAS, on November 8, 2016, the voters of the state approved a Constitutional amendment to allow the legal use of medical marijuana (cannabis) in Florida; and

WHEREAS, a comprehensive State licensing and regulatory framework for the cultivation, processing, and dispensing of cannabis exists and may be further modified by the Florida Legislature in recognition of the Constitutional amendment; and

WHEREAS, the comprehensive State licensing and regulatory framework directs that the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of cannabis businesses may be determined by local ordinance; and

WHEREAS, cannabis businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the dispensing of cannabis is currently illegal under federal law and the United States Drug Enforcement Agency has recently confirmed that cannabis remains a Schedule I drug under federal law, but the United States Department of Justice has discussed federal enforcement of such laws with respect to state regulated cannabis operations in the 2012 “Cole Memorandum;” and

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the distribution of cannabis exist, potentially including, offensive odors, trespassing, theft, fire hazards, increased crime in and about the dispensary, robberies, negative impacts on nearby businesses, nuisance problems, and increased DUI incidents; and

WHEREAS, the above potential adverse impacts are accentuated by the current difficulties experienced by cannabis businesses in obtaining banking services necessitating such businesses to operate on a cash basis; and

WHEREAS, there exists the potential for misappropriation of medical cannabis to non-medical uses; and

WHEREAS, an overabundance of dispensing facilities can affect the viability of such facilities, result in compliance issues, lead to the improper diversion of products, and accentuate threats to the public health, safety, and welfare; and

WHEREAS, Florida laws relating to the cultivation, production, and dispensing of cannabis products are rapidly changing – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on the opening of certain new cannabis dispensing facilities, and on the expansion or relocation of certain existing cannabis dispensing facilities; and

WHEREAS, the Town hereby finds that the temporary moratorium imposed by this ordinance is intended to give the Town the time reasonably necessary to investigate the impacts of cannabis dispensing facilities, and if necessary, to promulgate reasonable regulations relating to such establishments; and

WHEREAS, the Town hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of cannabis dispensing facilities; and

WHEREAS, the Town has determined it is in the public interest to adopt this Ordinance pursuant to the Town police powers to protect the health, safety, and welfare of the public; and

WHEREAS, the Town Commission held its first public hearing on December 13, 2016 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on December 15, 2016 with due public notice and input; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on January 10, 2017.

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

Section 1. Purpose and Intent.

The purpose of this Ordinance is to provide the Town with the opportunity to review the impact of recent changes in law and the recent passage of the constitutional amendment, as well as the impact of cannabis dispensing in other jurisdictions, to determine how such dispensing should be permitted or regulated in the Town.

Section 2. Definitions.

(1) The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Ordinance:

- a. **Cannabis** means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.
- b. **Cannabis dispensing business** or **business** shall mean a business location offering cannabis for retail sale pursuant to a license to dispense cannabis issued under applicable law.
- c. **Compassionate Use Act** shall mean section 381.986, Florida Statutes, and chapter 2016-123, Laws of Florida, as amended from time to time, and any rules or regulations promulgated thereunder.
- d. **State** shall mean the State of Florida.

(2) In addition to the definitions contained in Subsection (1), other terms used in this Ordinance shall have the meaning ascribed to them in the Compassionate Use Act, and such definitions are incorporated into this Ordinance by this reference.

Section 3. Temporary Moratorium.

Beginning on the effective date of this Ordinance, for a period of twelve (12) months from the effective date, a moratorium is hereby imposed on the opening of cannabis dispensing businesses in the Town.

- a. During the moratorium, it is unlawful and a violation of this ordinance for any person or entity to open or cause to be opened any cannabis dispensing business within the Town.
- b. During the moratorium, it is unlawful and a violation of this ordinance for any person or entity to relocate or cause to be relocated any cannabis dispensing business within the Town.

- c. During the moratorium, it is unlawful and a violation of this ordinance for any person or entity to expand or cause to be expanded any cannabis dispensing business within the Town.
- d. During the moratorium, the Town shall not accept, process or approve any application for business tax receipts, licenses, building permits, land use permits, or any development permits concerning or related to a cannabis dispensing business.
- e. During the moratorium, the Town shall not accept, process or approve any business tax receipts, building permits, land use permits, or any development permits concerning or related to a cannabis dispensing business.
- f. During the moratorium, the Town shall not accept, process or approve any licenses, permits, or approvals for any property, entity, or individual for the sale or dispensation of cannabis so long as this ordinance is in effect.

Nothing in this temporary moratorium shall be construed to prohibit the use of cannabis pursuant to the Compassionate Use Act or other applicable Florida Law, or the delivery of cannabis in compliance with the Compassionate Use Act or other applicable Florida Law.

Section 4. Study and Recommendations.

The Town Manager is hereby directed to study land development regulations for cannabis dispensaries and the impact of such regulations in other jurisdictions.

Section 5. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

Section 6. Repeal.

All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the Town or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

Section 7. Effective Date.

This ordinance shall take effect immediately upon adoption, and shall remain in effect for a period of twelve (12) months from that date.

PASSED on first reading this _____ day of _____, 2016.

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

Daniel Dietch, Mayor

On Final Reading Moved by: _____

On Final Reading Seconded by: _____

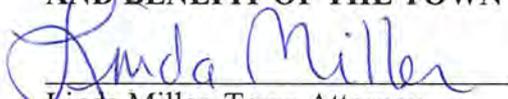
FINAL VOTE ON ADOPTION:

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

ATTEST:

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney



**Town of Surfside
Town Commission Meeting
January 10, 2017**

7:00pm

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

Commission Communication

Agenda #: 4B1
Date: January 10, 2017
From: Daniel Dietch, Mayor
Subject: Ordinance Amending Chapter 2 "Administration" Article VII "Code Of Ethics"; Specifically Creating Section 2-227.1 "Honor Code for Elected and Appointed Town Officials and Town Employees"

Background: The Miami-Dade County Commission on Ethics and Public Trust adopted a Resolution calling upon all County officials and employees to raise the standard of ethics in public service by establishing a public service honor code ("Honor Code") for the prevention of corruption and unethical practices in County government. The first duty of a public servant is to protect the public interest, which requires a higher level of ethical conduct than is acceptable in private-sector affairs. Maintaining a sense of honor in public service is an important component in fulfilling the goals of the Town of Surfside. The most fundamental way for Town officials and employees to address this goal is to support all public servants who both perform their duties honorably and possess the moral courage not to tolerate less than the same from their fellow public servants, leadership and fairness.

Other municipalities such as North Miami have adopted Honor Codes like the County's. Codifying and implementing the proposed Town of Surfside Honor Code will serve the best interests of the Town of Surfside.

Recommendation: For the Town Commission to pass on first reading the attached ordinance Amending Chapter 2 "Administration" Article VII "Code Of Ethics"; Specifically Creating Section 2-227.1 "Honor Code for Elected and Appointed Town Officials and Town Employees."

ORDINANCE NO. 17 – _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION” ARTICLE VII “CODE OF ETHICS”; SPECIFICALLY CREATING SECTION 2-227.1 “HONOR CODE FOR ELECTED AND APPOINTED TOWN OFFICIALS AND TOWN EMPLOYEES”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the first duty of a public servant is to protect the public interest, which requires a higher level of ethical conduct than is acceptable in private-sector affairs; and

WHEREAS, public trust in government institutions is a necessary precondition to the success of a democracy; and

WHEREAS, it is the collective duty of all public servants to respond to the public’s concerns by redoubling their efforts to honor and serve the public interest by promoting the values of honesty, integrity, leadership and fairness; and

WHEREAS, maintaining a sense of honor in public service is an important component in fulfilling the goals of the Town of Surfside (“Town”); and

WHEREAS, the most fundamental way for Town officials and employees to address this goal is to support all public servants who both perform their duties honorably and possess the moral courage not to tolerate less than the same from their fellow public servants; and

WHEREAS, the Miami-Dade County Commission on Ethics and Public Trust has adopted a Resolution calling upon all County officials and employees to raise the standard of ethics in public service by establishing a public service honor code (“Honor Code”) for the prevention of corruption and unethical practices in County government; and

WHEREAS, the Town Commission believes that establishing an Honor Code is in the best interests of the citizens of the Town of Surfside; and

WHEREAS, the Town Commission finds the codification and implementation of the proposed Honor Code, will serve the best interests of all Town residents; and

WHEREAS, the Town Commission held its first public hearing on January 10, 2017 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on February 16, 2017 and further finds the proposed change to the Code necessary and in the best interest of the community.

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

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The Code of Ordinances of the Town of Surfside, Chapter 2 “Administration” Article VII. - Code of Ethics, Section 2-227.1 “Honor code for elected and appointed town officials and town employees.” is hereby created.

* * *

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

- (a) It shall be the policy of the town that all elected and appointed town officials and town employees shall adhere to the Public Service Honor Code (“Honor Code”). The Honor Code consists of the following minimum standards regarding the responsibilities of all public servants in the town.
- (b) Each elected and appointed public official and employee of the town shall, when acting in his or her official capacity, comply with the following standards:
 - (1) Serve and protect the public interest above any personal or institutional interest or loyalty; and
 - (2) Act as the public’s surrogate by protecting it against waste or fraud; and
 - (3) Respect and uphold laws, ordinances, resolutions, rules, and regulations that protect the public against abuses in town government by assisting law enforcement and other federal, state, county and local authorities charged with protecting the public trust; and
 - (4) Report any information concerning activity which may constitute a crime, of which he or she has personal knowledge, immediately and personally to the State Attorney and/or the Miami-Dade County Commission on Ethics and Public Trust; and
 - (5) Cooperate fully with law enforcement agencies or other official investigative authorities in providing truthful testimony and other relevant information pertaining to any alleged violation of the public trust.
- (c) Town supervisors shall counsel and encourage employees in their respective departments to report violations of town code, including waste, fraud or other abuse of public resources, to the appropriate agency.
- (d) The Honor Code shall be enforced as follows:
 - (1) The Town Manager or the Town Manager’s designee may use the administrative process of the Town for violations of the Honor Code committed by all officials or employees subject to the authority of the Town Manager.

- (2) The Miami-Dade County Commission on Ethics and Public Trust shall have jurisdiction over violations of the Honor Code committed by elected town officials and by all other town officials and employees not subject to the administrative authority of the town manager. The Miami-Dade County Commission on Ethics and Public Trust shall follow the procedures outlined in Section 2-1074 of the Miami-Dade County Code in conducting such investigations or hearings. The Miami-Dade County Commission on Ethics and Public Trust may impose a letter of reprimand or letter of instruction following a determination that a violation of the Honor Code has occurred. Such action by the Miami-Dade County Commission on Ethics and Public Trust shall not prevent the town or any department head or supervisor from taking any additional action or imposing any penalty that they are authorized to take or impose.
- (3) Whenever any elected or appointed town official or employee is in doubt as to the proper interpretation or application of the Honor Code as to himself or herself, he or she may request a binding opinion from the Miami-Dade County Commission on Ethics and Public Trust.
- (4) Adherence to the Honor Code by town employees shall be included, wherever appropriate and to the extent legally permissible, in the criteria for evaluations for merit increases, promotions, and professional recognition.
- (5) The Miami-Dade County Commission on Ethics and Public Trust may include the Honor Code in its ethics training programs for town officials and employees.
- (e) The town shall not dismiss, discipline, or take any other adverse personnel action against an employee for complying with the Honor Code. Further, the town shall not take any adverse action that affects the rights or interests of any employee in retaliation for the employee's compliance with the Honor Code. If the town takes any of the adverse actions stated in the preceding sentences as a result of an employee's compliance with the Honor Code, the employee shall be entitled to apply to the town manager and to the Miami-Dade County Commission on Ethics and Public Trust for redress, each of which shall take appropriate steps within their authority and discretion to ensure that no employee is penalized for compliance with the Honor Code.

* * *

Section 4. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 5. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 6. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be

renumbered or relettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 7. Effective Date. This Ordinance shall be effective upon final adoption on second reading.

PASSED on first reading this _____ day of _____, 2017.

PASSED and **ADOPTED** on second reading this ____ day of _____, 2017.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION

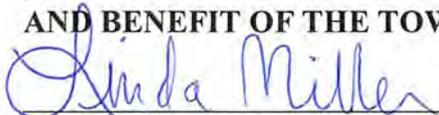
Commissioner Daniel Gielchinsky	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Barry Cohen	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney



**Town of Surfside
Town Commission Meeting
January 10, 2017
7:00 pm**

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

Agenda #: 5A
Date: January 10, 2017
From: Commissioner Tina Paul
Subject: Urging the Florida Legislature to Authorize a Tax Exemption for Residential Historic Properties Including Historic Condominium and Cooperative Properties

Background: In 2015, the Miami-Dade County Mayor convened the Mayor's Advisory Work Group ("Work Group") to provide recommendations on how historic preservation could be improved in Miami-Dade County. The Work Group recommended that Miami-Dade County review various ways to economically incentivize historic preservation. The Work Group recommended that Miami-Dade County urge the Florida Legislature to expand the exemption to allow a local government to provide a property tax exemption to owners of historic properties that are used for residential purposes, including historic condominium and cooperative properties.

Article VII, Section 3, Florida Constitution provides that any county or municipality may grant historic preservation ad valorem tax exemptions to owners of historic properties. Currently, Section 196.1961, Florida Statutes provides that local governments are authorized to enact by ordinance an ad valorem tax property exemption of up to 50 percent of the assessed value of historic properties that are open to the public and used for commercial purposes or by a not-for-profit organization.

On November 1, 2016 the Miami-Dade County Board of County Commissioners approved Resolution R-1070-16 sponsored by Commissioner Sally Heyman urging the Florida Legislature to authorize by general law a property tax exemption for residential historic properties including, historic condominium and cooperative properties. In support of Commissioner Heyman's initiative, I am proposing a companion urging resolution to the Florida Legislature from the Town of Surfside.

Recommendation: The Surfside Town Commission pass the attached Resolution to urge the Florida Legislature to amend Section 196.1961, Florida Statutes to provide a property tax exemption for residential historic properties including, historic condominium and cooperative properties to provide an incentive to further historic preservation purposes in local communities.

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE FLORIDA LEGISLATURE TO AMEND SECTION 196.1961, FLORIDA STATUTES TO AUTHORIZE BY GENERAL LAW A PROPERTY TAX EXEMPTION FOR RESIDENTIAL HISTORIC PROPERTIES INCLUDING HISTORIC CONDOMINIUM AND COOPERATIVE PROPERTIES; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE GOVERNOR, THE FLORIDA SENATE PRESIDENT, THE FLORIDA HOUSE SPEAKER, THE CHAIR AND MEMBERS OF THE MIAMI-DADE STATE LEGISLATIVE DELEGATION, THE FLORIDA SECRETARY OF STATE, THE EXECUTIVE DIRECTOR OF THE FLORIDA DEPARTMENT OF REVENUE, THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY AND THE FLORIDA LEAGUE OF CITIES, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VII, Section 3, Florida Constitution provides that any county or municipality may “grant historic preservation ad valorem tax exemptions to owners of historic properties”; and

WHEREAS, Article VII, Section 3, Florida Constitution further provides that the requirements for eligible historic properties and the amount of, or limits on the amount of, the tax exemption must be specified by general law; and

WHEREAS, pursuant to Section 196.1961, Florida Statutes, local governments are authorized to enact by ordinance an ad valorem tax property exemption of up to 50 percent of the assessed value of certain historic properties if they meet certain criteria; and

WHEREAS, currently Section 196.1961, Florida Statutes provides:

“Pursuant to s. 3, Art. VII of the State Constitution, the board of county commissioners of any county or the governing authority of any municipality may adopt an ordinance to allow an ad valorem tax exemption of up to 50 percent of the assessed value of property which meets all of the following criteria:

- (a) The property must be used for commercial purposes or used by a not-for-profit organization under s. 501(c)(3) or (6) of the Internal Revenue Code of 1986.
- (b) The property must be listed in the National Register of Historic Places, as defined in s. 267.021; or must be a contributing property to a National Register

Historic District; or must be designated as a historic property or as a contributing property to a historic district, under the terms of a local preservation ordinance.

(c) The property must be regularly open to the public.

(2) As used in this section, “regularly open to the public” means that there are regular hours when the public may visit to observe the historically significant aspects of the building. This means a minimum of 40 hours per week, for 45 weeks per year, or an equivalent of 1,800 hours per year. A fee may be charged to the public; however, it must be comparable with other entrance fees in the immediate geographic locale”; and

WHEREAS, in 2015, the Miami-Dade County Mayor convened the Mayor's Advisory Work Group (“Work Group”) to provide recommendations on how historic preservation could be improved in Miami-Dade County; and

WHEREAS, the Work Group recommended that Miami-Dade County review various ways to economically incentivize historic preservation; and

WHEREAS, the Work Group recommended that Miami-Dade County urge the Florida Legislature to expand the exemption to allow a local government to provide a property tax exemption to owners of historic properties that are used for residential purposes, including historic condominium and cooperative properties; and

WHEREAS, on November 1, 2016 the Miami-Dade County Board of County Commissioners approved Resolution R-1070-16 sponsored by Commissioner Sally Heyman urging the Florida Legislature to authorize by general law a property tax exemption for residential historic properties including, historic condominium and cooperative properties; and

WHEREAS, it is in the best interest of the Town to urge the Florida Legislature to amend Section 196.1961, Florida Statutes to provide a property tax exemption for residential historic properties including, historic condominium and cooperative properties to provide an incentive to further historic preservation purposes in local communities.

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

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

Section 2. Urging by the Town of Surfside Town Commission to the Florida Legislature to authorize a tax exemption for Residential Historic Properties Including Historic Condominium and Cooperative Properties. The Town of Surfside urges the Florida Legislature to amend Section 196.1961, Florida Statutes to provide an ad valorem tax exemption for residential historic properties including historic condominium and cooperative properties.

Section 3. Authorization and Implementation. That the Town Manager and/or designee are hereby authorized and directed to take any and all action necessary to effectuate the intent of this Resolution.

Section 4. Direction to the Town Clerk. That the Town Clerk is hereby directed to transmit a copy of this Resolution to the Governor; the Florida Senate President; the Florida House Speaker; the Chair and Members of the Miami-Dade State Legislative Delegation; the Florida Secretary of State; the Board of County Commissioners of Miami-Dade County, the Executive Director of the Florida Department of Revenue and the Florida League of Cities, Inc.

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

PASSED AND ADOPTED this _____ day of _____, 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

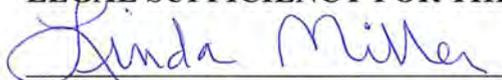
Commissioner Daniel Gielchinsky	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Barry Cohen	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney



Town of Surfside Commission Communication

Agenda #: 5B
Agenda Date: January 10, 2017
Subject: Voluntary Collection Agreement with Airbnb, Inc.
From: Guillermo Olmedillo, Town Manager

Background: In May 2011, the Town Commission adopted an Ordinance on the short-term rental of single family dwellings, two-family dwellings, multi-family dwellings and townhomes under Section 90-41.1 of the Town Codes. This Ordinance provides for the payment of a resort tax on all short-term rentals.

Analysis: In their research, Town staff has found that many short-term rental property owners fail to register with the Town thus avoiding the payment of the resort tax due. Town staff also discovered that Airbnb, Inc. would voluntarily collect and remit to the Town any resort tax due on any host listing that was booked through the Airbnb website. In order to facilitate the reporting, collection and remittance of applicable four percent (4%) resort tax on booking transactions completed by hosts and guest on Airbnb, Inc.'s booking platform, it is necessary for the Town and Airbnb, Inc. to enter into a Voluntary Collection Agreement.

Budget Impact: No negative budgetary impact is anticipated by entering into this Voluntary Collection Agreement.

Growth Impact: None

Staff Impact: None

Staff Recommendation: Staff recommends approving the attached Voluntary Collection Agreement.


Guillermo Olmedillo
Town Manager

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A VOLUNTARY COLLECTION AGREEMENT FOR RESORT TAX BETWEEN AIRBNB, INC. AND THE TOWN OF SURFSIDE; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Airbnb, Inc. provides an Internet-based platform (“Platform”) through which third parties offering accommodations (“Hosts”) and third parties booking such accommodation (“Guests”) may communicate, negotiate and complete a direct booking transaction for accommodations; and

WHEREAS, the Town and Airbnb, Inc. enter into the Voluntary Collection Agreement (Attachment “A”) to facilitate the reporting, collection and remittance of applicable resort tax imposed pursuant to Section 70.109 of the Town of Surfside, Florida Code in the amount of 4% for Booking Transactions completed by Hosts and Guests on the Platform for accommodations located in Town of Surfside, Florida; and

WHEREAS, it is in the best interest of the Town to approve the Voluntary Collection Agreement with Airbnb, Inc. (Attachment “A”).

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

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

Section 2. Approval. The Town Commission hereby approves the Voluntary Collection Agreement for Resort Tax between Airbnb, Inc. and the Town of Surfside, Florida to facilitate the reporting, collection and remittance of applicable resort tax imposed pursuant to Section 70.109 of the Town of Surfside Code (Attachment “A”).

Section 3. Authorization. The Town Commission hereby authorizes the Town Manager to execute the Voluntary Collection Agreement for Resort Tax between Airbnb, Inc. and the Town of Surfside, Florida.

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

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____ 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

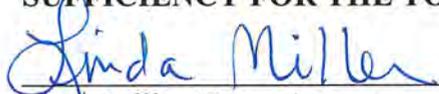
Commissioner Daniel Gielchinsky	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Barry Cohen	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney

**VOLUNTARY COLLECTION AGREEMENT
FOR RESORT TAX BETWEEN AIRBNB, INC. AND THE TOWN OF SURFSIDE,
FLORIDA**

THIS **VOLUNTARY COLLECTION AGREEMENT** (the "**Agreement**") is dated _____, 2017 and is between **AIRBNB, INC.**, a Delaware corporation ("**Airbnb**") and the **TOWN OF SURFSIDE, FLORIDA** (the "**Town**"). Each party may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS:

WHEREAS, Airbnb represents that it provides an Internet-based platform (the "**Platform**") through which third parties offering accommodations ("**Hosts**") and third parties booking such accommodations ("**Guests**") may communicate, negotiate and complete a direct booking transaction for accommodations to which Airbnb is not a party ("**Booking Transaction**");

WHEREAS, the Town and Airbnb enter into this Agreement voluntarily in order to facilitate the reporting, collection and remittance of applicable resort tax imposed pursuant to Section 70.109. of the Town of Surfside, Florida Code in the amount of 4% (the applicable "**Code**") for Booking Transactions completed by Hosts and Guests on the Platform for accommodations located in Town of Surfside, Florida (the "**Taxable Booking Transactions**").

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

(A) Solely pursuant to the terms and conditions of this Agreement, including only for periods in which this Agreement is effective (defined below), and solely for Taxable Booking Transactions completed on the Platform, Airbnb agrees contractually to assume the duties of a resort tax operator as described in the Code (hereinafter referred to as a "**Operator**").

(B) Starting on March 1, 2017 (the "**Effective Date**"), Airbnb agrees to commence collecting and remitting resort tax to the Town, pursuant to the terms of this Agreement, in the amount of 4% on Taxable Booking Transactions. Except as set forth in Section "Duration/Termination" in Paragraph (L) below, Airbnb shall not assume any obligation or liability to collect resort tax for any period or for any transaction prior to the Effective Date or termination of this Agreement.

REMITTANCE OF RESORT TAX

(C) Airbnb agrees reasonably to report aggregate information on the submittal of resort tax on forms prepared by Airbnb, including all resort tax that is subject to the provisions of this Agreement, and it shall remit all resort tax collected from Guests in accordance with this Agreement and Airbnb's Terms of Service (www.airbnb.com) (the "TOS") in the time and manner described in the Code or as otherwise agreed to in writing.

AIRBNB LIABILITY

(D) Pursuant to the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of resort tax, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with the Town of Surfside Code. Nothing contained herein nor any action taken pursuant to this Agreement shall impair, restrict or prevent Airbnb from asserting that any resort tax and/or penalties, interest, fines or other amounts assessed against Airbnb it were not due, are the subject of a claim for refund under applicable law or otherwise bar it from enforcing any rights accorded by law.

(E) During any period for which Airbnb is not in breach of its obligations under this Agreement, the Town agrees to audit Airbnb on the basis of resort tax returns and supporting documentation, and agrees not to directly or indirectly audit any individual Guest or Host relating to Taxable Booking Transactions unless and until an audit of Airbnb by the Town has been exhausted with the matter unresolved. The Town reserves the right to audit any individual Airbnb Host for activity that has been brought to the attention of the Town in the form of a complaint or other means independent of this Agreement or independent of data or information provided pursuant to this Agreement.

(F) The Town agrees to audit Airbnb on an anonymous numbered account basis for Taxable Booking Transactions. Except as otherwise agreed herein, Airbnb shall not be required to produce any personally identifiable information relating to any Host or Guest or relating to any Booking Transaction without binding legal process served only after completion of an audit by the Town of Airbnb with respect to such users. The Town agrees that it will not audit or issue an assessment against Airbnb more than once per any consecutive thirty-six month period and that such audit will be limited to no more than a consecutive twelve (12) month tax period within any consecutive 36 month period. The Parties agree that any audit findings of the Town in the

selected twelve (12) month period may be projected against the remainder of any periods open under the applicable statute of limitations, unless Airbnb elects, at its sole discretion, to undergo further audit of such open periods by the Town.

(G) Airbnb, Inc. agrees to be the Agent on behalf of the properties registered under Airbnb for the reporting, collection and remittance of resort tax pursuant to the Town Code under this Agreement and will be the registered Operator on behalf of any affiliate or subsidiary collecting resort tax.

GUEST AND HOST LIABILITY

(H) During any period in which this Agreement is effective relating to Taxable Booking Transactions, Hosts shall be permitted but not required to register individually with the Town to collect, remit and/or report resort tax, provided Airbnb is in compliance with its obligations herein. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to resort tax for transactions completed other than on the Platform, or restrict the Town from investigating or enforcing any provision of applicable law against such users for such transactions.

WAIVER OF LOOK-BACK

(I) The Town expressly releases, acquits, waives and forever discharges Airbnb, its current or past affiliated parent or subsidiary companies, directors, shareholders investors, employees and other agents from any and all actions, causes of action, indebtedness, suits, damages or claims arising out of or relating to payment of and/or collection of resort tax or other tax indebtedness, including but not limited to penalties, fines, interest or other payments relating to resort tax on any Taxable Booking Transactions prior to the Effective Date. Nothing contained in this Paragraph of this Agreement will constitute a release or waiver of any claim, cause of action or indebtedness that the Town may have or claim to have against any Host or Guest unrelated to Taxable Booking Transactions under this Agreement.

NOTIFICATION TO GUESTS AND HOSTS

(J) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its TOS, that it will notify (i) Hosts that resort tax will be collected and remitted to the Town as of the Effective Date pursuant to the terms of this Agreement; and (ii) Guests and Hosts of the amount of resorts tax collected and remitted on each Taxable Booking Transaction.

LIMITATION OF APPLICATION

(K) This Agreement is solely for the purpose of facilitating the administration and collection of the resort tax with respect to Taxable Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution of or actions taken under this Agreement shall not be considered an admission of law or fact or constitute evidence thereof under the Code or any other provisions of the laws of the United States of America, of any State or subdivision or municipality thereof. Neither Party waives, and expressly preserves, any and all arguments, contentions, claims, causes of action, defenses or assertions relating to the validity or interpretation or applicability of the Code, regulations or application of law.

DURATION/TERMINATION

(L) This Agreement may be terminated by Airbnb or the Town for convenience on 30 days written notification to the other Party. Any termination under this Paragraph shall not affect the duty of Airbnb to remit to the Town any resort tax collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the Town as of the date of termination.

MISCELLANEOUS

(M) CHOICE OF LAW. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Florida without regard to its conflict of law principles. The venue of any claim, objection, or dispute arising out of the terms of this Agreement shall be in Miami-Dade County, Florida.

(N) MODIFICATION. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

(O) MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(P) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of

electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

(Q) RELATIONSHIP OF THE PARTIES. The Parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

(R) WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(S) FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

(T) ASSIGNMENT. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

(U) MISCELLANEOUS. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

(V) NON-DISCRIMINATION. Airbnb 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 Town, Airbnb represents and affirms that Airbnb 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.

(W) PUBLIC RECORDS. Pursuant to Florida Statutes Chapter 119, the Town shall provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law.

NOTICES

(X) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:

Airbnb, Inc.
Attn: General Counsel
888 Brannan Street, 4th Fl
SF, CA 94103
legal@airbnb.com

Airbnb, Inc.
Attn: Beth Adair
Global Tax Director
888 Brannan Street, 4th Fl
SF, CA 94103
tax@airbnb.com

To the Town:

Guillermo Olmedillo
Town Manager
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863
golmedillo@townofsurfsidefl.gov

IN WITNESS WHEREOF, Airbnb and the Town of Surfside, Florida have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation
By: _____
Beth Adair, Global Tax Director
Airbnb, Inc.

TOWN OF SURFSIDE, FLORIDA
By: _____
Guillermo Olmedillo, Town Manager
Town of Surfside, Florida



**Town of Surfside
Town Commission Meeting
January 10, 2017
7:00pm**

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

COMMISSION COMMUNICATION

Agenda #: 5C
Date: January 10, 2017
From: Guillermo Olmedillo, Town Manager *Guillermo Olmedillo, Town Manager*
Subject: Supporting the Biscayne Bay Coastal Wetlands Project

Objective: To approve and transmit the attached Surfside Town Commission Urging Resolution to the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection and the South Florida Water Management District to take all steps necessary to expedite and complete the construction of Phase I of the Biscayne Bay Coastal Wetlands ("BBCW") Project and to expedite the planning of Phase II of the BBCW Project so that such planning occurs as soon as possible and prior to the current scheduled date of 2021.

Consideration: The purpose of BBCW Project, a critical component of the Comprehensive Everglades Restoration Plan ("CERP"), as authorized by Congress in the Water Resources Development Act of 2000, is to improve the ecological health of Biscayne Bay by adjusting the quantity, quality, timing, and distribution of freshwater entering Biscayne Bay and Biscayne National Park through the redistribution of freshwater flow.

The U.S. Army Corps of Engineers and South Florida Water Management District completed the planning for Phase I of the BBCW Project in 2011, however, the planning for Phase II of the Project is not scheduled to begin until 2021. Phase II of the BBCW Project is intended to provide water storage and rehydrate more than twenty thousand acres of important wetlands that connect the Everglades to Biscayne Bay and Card Sound. The Town is deeply invested and committed to seeing the BBCW Project completed, and in order to do so in a timely manner, Phase 1 of the BBCW Project must be completed and Phase II of the BBCW Project must move forward in advance of the current schedule.

Recommendation: Approve and transmit the Surfside Town Commission Urging Resolution to the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida Water Management District to take all steps necessary to expedite and complete the construction of Phase I of the BBCW Project and to expedite the planning of Phase II of the Biscayne Bay Coastal Wetlands Project so that such planning occurs as soon as possible and prior to the current scheduled date of 2021.

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE U.S. ARMY CORPS OF ENGINEERS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO TAKE ALL STEPS NECESSARY TO EXPEDITE AND COMPLETE THE CONSTRUCTION OF PHASE I OF THE BISCAYNE BAY COASTAL WETLANDS (“BBCW”) PROJECT; FURTHER URGING THE U.S. ARMY CORPS OF ENGINEERS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO TAKE ALL STEPS NECESSARY TO EXPEDITE THE PLANNING OF PHASE II OF THE BBCW PROJECT PRIOR TO THE CURRENT SCHEDULED DATE OF 2021; 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. 13-2174 on July 16, 2013 expressing the Town’s support for the restoration of Biscayne Bay as part of the Greater Everglades with the completion of the Biscayne Bay Coastal Wetlands (“BBCW”) Project under the Comprehensive Everglades Restoration Plan and also supporting the efforts of the Environmentally Endangered Lands program and the Florida Forever program to purchase adjacent coastal wetlands needed for the BBCW Project and recharge of Miami-Dade aquifer; and

WHEREAS, the Town’s west coastline is bordered by Biscayne Bay; and

WHEREAS, the health of Biscayne Bay is intrinsically linked to the economic well-being of the Town through nature-based tourism and commercial and recreational boating, watersports, and fishing; and

WHEREAS, a study cited by the National Sea Grant College Program of the U.S. Department of Commerce National Oceanic and Atmospheric Administration found that economic activities related to Biscayne Bay-related uses contributed to approximately 10.2% of Miami-Dade County’s total economy; and

WHEREAS, the Environmental Protection Agency Science Advisory Board has indicated that ecosystems provide basic life support for human and animal populations and are a source of spiritual, aesthetic, and other human experiences that are valued in many ways by many people; and

WHEREAS, the purpose of the BBCW Project, a critical component of the Comprehensive Everglades Restoration Plan (“CERP”), as authorized by Congress in the Water Resources Development Act of 2000, is to improve the ecological health of Biscayne Bay by adjusting the quantity, quality, timing, and distribution of freshwater entering Biscayne Bay and Biscayne National Park through the redistribution of freshwater flow; and

WHEREAS, the expansion and restoration of wetlands will help to restore or enhance freshwater wetlands, tidal wetlands, and near shore bay habitat; and

WHEREAS, the U.S. Army Corps of Engineers and the South Florida Water Management District determined that the BBCW Project would be planned and completed in two (2) phases; and

WHEREAS, the U.S. Army Corps of Engineers and South Florida Water Management District completed the planning for Phase I of the BBCW Project in 2011, however, the planning for Phase II of the Project is not scheduled to begin until 2021; and

WHEREAS, Phase II of the BBCW Project is intended to provide water storage and rehydrate more than twenty thousand (20,000) acres of important wetlands that connect the Everglades to Biscayne Bay and Card Sound; and

WHEREAS, the Town is deeply invested and committed to seeing the BBCW Project completed, and in order to do so in a timely manner, Phase II of the BBCW Project must move forward in advance of the current schedule; and

WHEREAS, on June 10, 2014, the BBCW Project received congressional authorization in the Water Resources Reform and Development Act of 2014 making the project eligible for funding during the appropriations process; and

WHEREAS, the South Florida Water Management District expedited the construction of Phase I of the BBCW Project in advance of congressional authorization, completed construction of the Deering Estate Flow-way and portions of the L-31E Flow-way in fall 2012, and is currently operating these components of the project; and

WHEREAS, the Town urges for the completion of Phase I of the BBCW project and is fully supportive of land acquisition by the South Florida Water Management District to finalize this portion of the BBCW project; and

WHEREAS, the Town supports the South Florida Water Management District proposal to acquire 622.33 acres more or less, located within Phase 1 of the BBCW Project pursuant to the Project Partnership Agreement approved by the District on August 11, 2016; and

WHEREAS, the full potential benefits of the BBCW Project will only be realized once Phase I and II of the Project are planned and constructed; and

WHEREAS, the Town urges the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida Water Management District to take all steps necessary to expedite the planning of Phase II of the BBCW Project so that such planning occurs as soon as possible and prior to the current scheduled date of 2021, including but not limited to the following steps:

- a. Urging the South Florida Water Management District, as local sponsor of the BBCW Project, to ask the U.S. Army Corps of Engineers to include, in its budget for fiscal year 2017-2018, the fifty percent (50%) federal share of funding for the planning of Phase II of the BBCW Project; and
- b. Urging the U.S. Army Corps of Engineers to include such funding for the planning of Phase II of the BBCW Project in its budget for fiscal year 2017-2018; and
- c. Urging the South Florida Water Management District to allocate up to three million dollars (\$3,000,000.00), or equivalent in-kind services, as approved and required by the U.S. Army Corps of Engineers for the planning of Phase II of the BBCW Project.

WHEREAS, the Town urges the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida Water Management District to take all steps necessary to expedite and complete the construction of Phase I of the BBCW Project.

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

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

Section 2. Urging by the Town of Surfside Commission to the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida Water Management District to support the BBCW Project. The Town Commission urges the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection and the South Florida Water Management District to take all steps necessary to expedite and complete the construction of Phase I of the BBCW Project, including land acquisition, and to expedite the planning of Phase II of the BBCW Project so that such planning occurs as soon as possible and prior to the current scheduled date of 2021.

Section 3. Direction to the Town Clerk. The Town Clerk is hereby directed to send a copy of this Resolution to the Members of the Florida Congressional Delegation, the Assistant Secretary of the Army for Civil Works, the Governor, the Chair and Members of the Miami-Dade State Legislative Delegation, the Secretary of the Florida Department of Environmental Protection and the Governing Board and Executive Director of the South Florida Water Management District.

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 _____ day of January 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

Linda Miller

Linda Miller, Town Attorney



**Town of Surfside
Town Commission Meeting
January 10, 2017
7:00pm**

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

COMMISSION COMMUNICATION

Agenda #: 5D
Date: January 10, 2017
From: Daniel Dietch, Mayor
Subject: Municipal Representation on the 2017-18
Florida Constitution Revision Commission

Objective: To approve and transmit the attached Surfside Town Commission Urging Resolution to Governor Rick Scott, Florida Senate President Joe Negron, Florida House Speaker Richard Corcoran to appoint municipal elected officials to serve on the 2017-18 Constitution Revision Commission ("CRC"), to urge the CRC to adopt proposals that protect municipal home rule authority and restrict unfunded state mandates and to support the appointment of Florida League of Cities President, Boca Raton Mayor Susan Haynie, as a Member of the 2017-18 CRC.

Consideration: Article XI, Section 2, Florida Constitution establishes and describes the duties, powers, structure and function of the Constitution Revision Commission (CRC). The CRC, which meets every 20 years, is next scheduled to meet in 2017 for the third time in the State's history and will review and recommend changes to Florida's Constitution that may appear on the 2018 General Election ballot for the consideration of Florida's voters. The CRC is comprised of 37 members: the Attorney General of Florida, fifteen members appointed by the Governor, nine members appointed by the Speaker of the House, nine members appointed by the Senate President, and three members appointed by the Chief Justice of the Florida Supreme Court. It is necessary to have municipal representation on the CRC to ensure that local perspectives and concerns are adequately voiced before the CRC.

Recommendation: Approve, adopt and transmit this Surfside Town Commission Urging Resolution to the Governor, the Florida Senate President, the Florida House Speaker, the Chair and Members of the Miami-Dade County State Legislative Delegation, the Florida Secretary of State and the Executive Director of the Florida Department of Revenue and the Florida League of Cities, Inc.

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE APPOINTMENT OF MUNICIPAL OFFICIALS TO THE 2017-18 FLORIDA CONSTITUTION REVISION COMMISSION; SUPPORTING THE PROTECTION OF MUNICIPAL HOME RULE; SUPPORTING THE POSITIONS OF THE FLORIDA LEAGUE OF CITIES, INC.; SUPPORTING THE APPOINTMENT OF FLORIDA LEAGUE OF CITIES PRESIDENT, BOCA RATON MAYOR SUSAN HAYNIE TO THE 2017-18 CONSTITUTION REVISION COMMISSION; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE GOVERNOR, THE FLORIDA SENATE PRESIDENT, THE FLORIDA HOUSE SPEAKER, THE CHAIR AND MEMBERS OF THE MIAMI-DADE COUNTY STATE LEGISLATIVE DELEGATION, THE FLORIDA SECRETARY OF STATE, THE EXECUTIVE DIRECTOR OF THE FLORIDA DEPARTMENT OF REVENUE AND THE FLORIDA LEAGUE OF CITIES, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article XI, Section 2, Florida Constitution establishes and describes the duties, powers, structure and function of the Constitution Revision Commission (“CRC”); and

WHEREAS, the CRC, which meets every 20 years, is next scheduled to meet in 2017 for the third time in the State's history, and will review and recommend changes to Florida's Constitution that may appear on the 2018 General Election ballot for the consideration of Florida's voters; and

WHEREAS, the CRC is comprised of 37 members: the Attorney General of Florida, fifteen members appointed by the Governor, nine members appointed by the Speaker of the House, nine members appointed by the Senate President, and three members appointed by the Chief Justice of the Florida Supreme Court; and

WHEREAS, the Town of Surfside is a member of the Florida League of Cities, Inc.; and

WHEREAS, the Florida League of Cities, Inc. (“FLC”), was created in 1922 to work for the general improvements of its Members, the Florida's municipal governments; and

WHEREAS, the FLC believes local self-government is the keystone to American democracy and constitutional municipal home rule authority should be protected and expanded; and

WHEREAS, municipalities are the only optional form of government, created primarily to serve the needs and desires of its citizens; and

WHEREAS, municipalities are the governments closest to the people and are governed by the citizens who have distinguished themselves as public servants; and

WHEREAS, more than 2,000 municipal elected officials, representing the 412 cities that comprise the FLC and account for more than 10 million Floridians, recognize the CRC will weigh in on a variety of proposals that potentially affect municipal home rule authority and the ability of municipal officials to respond to the needs and conveniences of their citizens; and

WHEREAS, the Town of Surfside supports the positions of the FLC relating to municipal representation on the CRC; and

WHEREAS, the Town of Surfside Commission supports the appointment of Florida League of Cities President, Boca Raton Mayor Susan Haynie, as a member of the 2017-18 Constitution Revision Commission; and

WHEREAS, the Town of Surfside finds it is necessary and in the best interest of the Town to have municipal representation on the CRC to ensure that local perspectives and concerns are adequately voiced before the CRC.

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

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

Section 2. Urging by the Town of Surfside Commission to appoint municipal elected officials to serve on the 2017-18 Florida Constitution Revision Commission. The Town of Surfside Commission urges Governor Rick Scott, Florida House Speaker Richard Corcoran and Florida Senate President Joe Negron to appoint municipal elected officials to serve on the 2017-18 Constitution Revision Commission.

Section 3. Urging by the Town of Surfside Commission to protect municipal home rule authority. The Town of Surfside Commission urges the Constitution Revision Commission to adopt proposals that protect municipal home rule authority and restrict unfunded state mandates.

Section 4. Support by the Town of Surfside Commission of the appointment of Mayor Susan Haynie as a member of the 2017-18 CRC. The Town of Surfside Commission supports the appointment of Florida League of Cities President, Boca Raton Mayor Susan Haynie, as a member of the 2017-18 Constitution Revision Commission.

Section 5. Authorization and Implementation. The Town Manager and/or his designee are hereby authorized and directed to take any and all action necessary to effectuate the intent of this Resolution.

Section 6. Direction to the Town Clerk. The Town Clerk is hereby directed to transmit a copy of this Resolution to the Governor, the Florida Senate President, the Florida House Speaker, the Chair and Members of the Miami-Dade County State Legislative Delegation, the Florida Secretary of State and the Executive Director of the Florida Department of Revenue and the Florida League of Cities, Inc.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

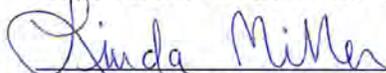
Commissioner Daniel Gielchinsky _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Barry Cohen _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney



Town of Surfside Commission Communication

Agenda Item #: 5E

Agenda Date: January 10, 2017

Subject: Big Belly Solar, Inc., Sole Source Lease Agreement

Background: The Public Works Department budgeted \$15,040.00 in the 2016/2017 Fiscal Year Solid Waste operating budget to lease through Big Belly Solar Inc., as a sole source, twelve (12) trash/recycle compaction containers. These containers are to replace the concrete containers currently used in the Business District and also to be placed at street ends. This will allow Public Works to reduce their time emptying the concrete containers as these new containers will electronically notify the Town when they need to be emptied, providing a more efficient and effective system.

Analysis: The twelve (12) containers will be maintained, repaired when needed, and upgraded at no extra charge to the Town during the lease period. The Town currently maintains and repairs the existing concrete containers. The new trash/recycle compaction containers are more efficient and practical.

Staff Impact: N/A

Budget Impact: The cost to lease these containers is budgeted in the 2016/2017 fiscal year budget in the Solid Waste Account # 403-4000-534-4403 in the amount of \$15,040.00.

Recommendation: Staff recommends the Town Commission to approve and enter into a five (5) year lease agreement effective April 1, 2017 with subsequent one (1) year renewal terms with Big Belly Solar, Inc. as a sole source for the compaction containers in the amount of \$15,040.00.


Randy Stokes, Public Works Director


Guillermo Olmedillo, Town Manager


Donald Nelson, Finance Director

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA WAIVING THE BID PROCESS PURSUANT TO SECTION 3-13(6) OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A SOLE SOURCE CONNECT SERVICES AGREEMENT WITH BIG BELLY SOLAR, INC. FOR A TERM OF FIVE (5) YEARS EFFECTIVE APRIL 1, 2017 WITH SUBSEQUENT ONE (1) YEAR RENEWAL TERMS FOR THE SERVICE, INCLUDING SOFTWARE, EQUIPMENT, EQUIPMENT DELIVERY, INSTALLATION, CUSTOMER SERVICE AND EQUIPMENT MAINTENANCE, WARRANTY FOR DEFECTIVE PART REPLACEMENT AND REPAIR, SET UP AND TRAINING FOR TWELVE SOLAR TRASH AND RECYCLING COMPACTION CONTAINERS; APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$15,040 FROM THE FISCAL YEAR 2016/2017 SOLID WASTE FUND, ACCOUNT NO. 403-4000-534-4403; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town strives to save natural resources through reuse and energy conservation and is progressing toward further sustainability as a community by increasing our recycling program space; and

WHEREAS, the Town of Surfside has determined that Big Belly Solar, Inc. is the sole source provider to the Town of Surfside of solar powered trash/recycle compaction containers that include hardware and software with data collection and monitoring capability for waste and recycling operations (Exhibit "A"); and

WHEREAS, the Public Works Department budgeted \$15,040 in the 2016/2017 Fiscal Year Solid Waste operating budget Account No. 403-4000-534-4403 to lease combinations of trash/recycle compaction containers through Big Belly Solar, Inc.; and

WHEREAS, these containers will replace the concrete containers currently used in the Town's Business District and will be placed at street ends; and

WHEREAS, with the hardware and software installed in the compaction containers, the new containers will automatically notify the Town when they need to be emptied, creating a more efficient and effective system; and

WHEREAS, pursuant to Section 3-12 of the Town Code, after conducting a good faith review of available sources, due to the nature of the goods and services, and in receipt of a written request by the Department Head pursuant to Section 3-13(6) of the Town Code, the

Town Manager has recommended that it is in the Town's best interest to waive the Town's competitive bidding procedures as a sole source exemption; and

WHEREAS, the Town Commission of the Town of Surfside, Florida finds it is in the best interest of the Town to authorize the Town Manager to enter into the Agreement with Big Belly Solar, Inc. for a term of five (5) years effective April 1, 2017 with subsequent one (1) year renewal terms (Exhibit "B").

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. Approval and Authorization. The Town Commission hereby approves and authorizes the expenditure of funds in the amount of \$15,040 from the fiscal year 2016/2017 Solid Waste Fund, Account No. 403-4000-534-4403 and waives the bid process pursuant to Section 3-13(6) of the Town of Surfside Code of Ordinances and authorizes the Town Manager to enter into a sole source Connect Services Agreement with Big Belly Solar, Inc. for a term of five (5) years effective April 1, 2017 with subsequent one (1) year renewal terms for service, including software, equipment, equipment delivery, installation, customer service and equipment maintenance, warranty for defective part replacement and repair, set up and training for twelve solar trash and recycling compaction containers (Exhibit "B").

Section 3. Implementation. The Town Manager is hereby authorized to take any action which is necessary to implement the purpose of the Agreement and this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately from adoption hereof.

PASSED AND ADOPTED this _____ day of _____, 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

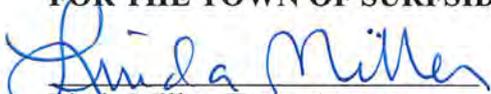
Commissioner Daniel Gielchinsky _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Barry Cohen _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney



Town of Surfside
Public Works Department
9293 Harding Avenue – Surfside, Florida 33154
www.townofsurfsidefl.gov

MEMORANDUM

TO: Guillermo Olmedillo, Town Manager
FROM: Randy Stokes, Public Works Director *RS*
SUBJECT: Big Belly Sole Source
DATE: January 10, 2017

Public Works is currently utilizing concrete containers to service Downtown Harding. The Public Works Department collects these concrete containers on a daily basis. Public Works is in the process of working on a sole source agreement with Big Belly Solar Inc. to provide trash/recycle compaction containers. These containers are to replace the concrete containers currently used downtown and at various street ends. Purchasing Big Belly containers will allow Public Works to reduce their time emptying the concrete containers as these new ones will notify the Town when they need to be emptied, which is a more efficient and effective system. Big Belly Solar Inc., is the only company that offers solar powered trash/recycle compaction containers. Big Belly is the sole provider of Connect, a platform as a service (PaaS) solution, which includes patented Big Belly solar-powered compacting and non-compacting receptacle hardware and CLEAN monitoring software with data collection and monitoring capability for waste and recycling operations, as well as installation, inspection, training and other services. By utilizing this sole source provider to procure the Smart Waste and Recycling system receptacles will allow the Public Works to be more efficient and effective in trash removal.

TOWN	Full Legal Name: Town of Surfside		Town Contact:	Guillermo Olmedillo
	Billing Address: 9293 Harding Avenue Surfside, FL 33154 US		Billing Contact:	Frantza Duval
			Billing Phone:	(305) 861-4863 X205
			Billing Email:	fduval@townofsurfsidefl.gov
	Sales Tax Status:	<input checked="" type="checkbox"/> Exempt (Attach Certificate) <input type="checkbox"/> Non-Exempt	TIN or FEIN:	
	Insurance:	<input type="checkbox"/> Self-Insured <input type="checkbox"/> Insurance Certificate Attached		
Shipping Address: 9293 Harding Avenue Surfside, FL 33154 US		Shipping Contact:	Randy Stokes	
		Shipping Phone:	(305) 861-4863 X236	
		Shipping Email:	rstokes@townofsurfsidefl.gov	

Connect Service Schedule

<div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">  System Software <ul style="list-style-type: none"> CLEAN Management Console Licenses for Full Term CLEAN Mobile Software Licenses for Full Term </div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">  Equipment/Hardware <ul style="list-style-type: none"> Custom Configuration as Detailed Below </div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">  Station Installation <ul style="list-style-type: none"> On-Site Installation for Stations </div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">  Setup and Training <ul style="list-style-type: none"> CLEAN Management Console Software Account Setup System Training & Onboarding </div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">  Equipment/Hardware Configuration </div>	<div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">  Automated System Monitoring <ul style="list-style-type: none"> Automated System Diagnostics and Alerts </div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">  Cleaning and Inspection <ul style="list-style-type: none"> Annual Comprehensive Station Cleaning Annual 21-Point Station Inspection </div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">  Warranty <ul style="list-style-type: none"> Hardware Parts Warranty for Full Term (includes battery) </div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">  Customer Support <ul style="list-style-type: none"> Customer Support Hotline and Trained Field Service Professionals </div>
<p>12 Bigbelly + Smartbelly Double Stations</p>	

Service Fee: Total Monthly System Cost	\$1,764.00
3 Cases of Bigbelly Bags (Box of 50): One Time Fee	\$100.50
3 Cases of Smartbelly Bags (Box of 100): One Time Fee	\$147.00
Shipping: One Time Fee	\$5,513.00

This Service Agreement (the "Agreement"), made and entered into as of _____ (the "Effective Date"), by and between the Town of Surfside ("Town") and Big Belly Solar, Inc. ("Bigbelly", "Vendor") a Delaware corporation located at 150 A Street, Suite 103, Needham, MA 02494, and incorporates herein by reference the attached Terms and Conditions. Vendor and Town shall each be referred to herein as a "Party" and collectively the "Parties." The term of this agreement

shall be 60 Months (the "Term"). The payment terms of this Agreement are monthly in arrears ("Payment Terms"). This Agreement may be executed in counterparts, each of which shall be an original, but which together shall constitute one instrument. Intending to be legally bound, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

TOWN OF SURFSIDE:

By: The Town of Surfside _____
Printed Name: _____
Title: _____
Date: _____

BIGBELLY SOLAR, INC.

By: _____
Printed Name: _____
Title: _____
Date: _____



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012740160C-2	06/30/2012	06/30/2017	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

TOWN OF SURFSIDE
9293 HARDING AVE
SURFSIDE FL 33154-3009

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

ATTACHMENT “A”
CONNECT SERVICE TERMS AND CONDITIONS

For purposes of this Attachment “A” the ‘Agreement’ shall mean the Connect Service Agreement signed by the parties. The meaning of capitalized and undefined terms appearing in these Terms and Conditions shall be as set forth in the Agreement unless otherwise indicated herein.

1.0 Definitions.

- 1.1 Service. The term “Service” means Connect by Bigbelly, including software, equipment, equipment delivery, installation, customer service and equipment maintenance, warranty for defective part replacement and repair, set up and training and any other features, products or services provided as part of and included under the terms of this Agreement.
- 1.2 Equipment. The term “Equipment” means station hardware and accessories provided by Bigbelly to Town for use with the Service.
- 1.3 Software. The term “Software” refers to CLEAN cloud-based software for use with mobile or desktop devices intended for use by Town with the Service.

2.0 Term of Agreement.

- 2.1 Term. The Term of this Agreement shall be 60 months and will commence on the date that all Equipment ordered pursuant to this Agreement has been delivered to the Town and received at Town’s receiving location. Upon expiration of the Term, the Town shall have the option to renew this Agreement for subsequent one (1) year renewal terms, unless earlier terminated in accordance with the provisions of this Agreement as stated herein. As used herein, “Term” shall mean the Initial Term and any applicable Renewal Terms. Except to the extent otherwise provided herein, the Term is non-cancelable.
- 2.2 Renewal. If Town elects to renew, Town must provide written notice to Bigbelly at least three (3) months prior to the expiration of the current term.

3.0 Fees Payable by Town.

Fees. In compensation for the Service described in this Agreement, Town agrees to pay the Service Fee specified in the Service Schedule and any fees payable for additional customization and/or services. Fees shall become payable on the date by which all the Equipment ordered pursuant to this Agreement has been delivered to the Town. Bigbelly shall submit invoices to Town during the term of this Agreement per the Payment Terms outlined in the Service Schedule. Town shall pay each invoice within forty-five days of the date due, pursuant to Section 218.74. All payments shall be made by check. Payments are subject to the Florida Local Government Prompt Payment Act, Section 218.70 to Section 218.80, Florida Statutes.

- 3.1 Late payments shall be subject to interest at the rate pursuant to the Florida Local Government Prompt Payment Act.
- 3.2 Service Fee Prices. Service Fee Prices are guaranteed for the first twenty-four (24) months of Service. Each year thereafter, Service Fee Prices will increase in the amount of 2.79%.

4.0 Obligations of the Parties.

4.1 Bigbelly’s Obligations

- (A) Equipment. Bigbelly will supply the Equipment identified in the Service Schedule on a rental basis to Town for the Term of the Agreement. The Equipment will be new.
- (B) System Software. The CLEAN Software License Agreement includes communication services and access to the CLEAN Management Console and CLEAN Mobile. Town’s use of the Software is subject to the CLEAN™ Software License Agreement.

- (C) Equipment Delivery. Bigbelly will deliver the Equipment at Town's expense to Town's receiving dock or to a location mutually agreed upon by the parties before the shipment. Bigbelly hereby warrants that its Equipment is:
- (a) good and merchantable, (b) free from defects and malfunctions, (c) free of liens, security interests or other encumbrances, (d) complies with all applicable laws, rules, regulations and orders, and (e) is fit for the purpose for which the Equipment is intended.
- (D) Station Installation. Bigbelly Equipment will be installed at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the parties.
- (E) Setup and Training. Bigbelly shall, at its expense, provide Town Equipment and Software setup and training. The parties shall agree upon the location and method of training.
- (F) Warranty - Defective Part Replacement and Repair. Replacement parts required due to manufacturer defects or workmanship will be provided by Bigbelly at no cost to Town. Replacement parts provided by Bigbelly may be new, refurbished or certified used. All other repairs and part replacements, including but not limited to, repairs or replacements required as a result of external trauma or damage (including but not limited to vehicle strikes or vandalism) are specifically excluded and must be repaired or replaced at Town's expense. Custom add-ons including vinyl wraps purchased by Town are not covered by this warranty and repair and replacement shall be at Town's expense, unless the damage is caused by Bigbelly or its employees, subcontractors or representatives, in which case any repair or replacement will be at Bigbelly's expense.
- (G) Town Support and Equipment Maintenance. Except for losses described in Section 5.2 below, Bigbelly will support the Town in the maintenance of the Equipment at its sole discretion and expense in order to optimize up time. Technical Town Support is available Monday through Friday, 7am to 7 pm EST to guide Town in troubleshooting, repair and replacement efforts and to assist with parts ordering. In addition, Bigbelly maintains a network of trained Field Service professionals available for dispatch upon Town request to investigate and resolve issues in the field.
- Equipment batteries will be provided at no cost to Town during the Term of the Agreement at Bigbelly's discretion, but no less frequently than necessary for the normal operation of the Equipment. If station operating conditions change such that insufficient sunlight is available for normal station operations (for example, Town moves station into storage and fails to switch off station or places station under awning), and as a result the equipment battery fails prematurely, battery will be replaced at Town expense.
- (H) Removal. Upon termination, Bigbelly will de-install and remove the Equipment at Town's expense. Equipment so removed shall be in operational condition and free of any damage for which Town is responsible pursuant to Section 5.2 below.
- (I) Subcontractor Services. Bigbelly may contract with third parties to provide the Service.

4.2 Town's Obligations

- (A) Town Information & Access. Town agrees that Bigbelly's ability to perform the Service under the Agreement in a timely manner is dependent upon access to Town's installation information and locations. Deadlines imposed by this Agreement shall be extended in the event that Town fails to provide such information and/or access in a timely manner.
- (B) Shipping. Town agrees to pay for shipping expenses and to provide an appropriate facility that can receive, inspect and stage all Bigbelly Equipment until the Equipment is installed.

- (C) Site Preparation. Town agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly specifications. If Town's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Town's expense. It is the Town's responsibility to remove, at Town's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
- (D) Operational Safety. Town agrees to provide immediate notice to Bigbelly with respect to any damage or other event which causes the Equipment to pose a public safety issue or create unsafe operating conditions and Town shall take prompt action if necessary, to eliminate such public or operator safety issues. Town will promptly service or replace any Equipment that Town has identified as causing a public safety issue or creating unsafe operating conditions. If after applying best effort, Town cannot resolve the issue, Town will contact Bigbelly Town Service and Bigbelly will resolve the issue at Bigbelly's expense, unless unsafe operating condition is due to losses described in Section 5.2.
- (E) Automated System Monitoring & Customer Support Escalation - Town will respond to routine maintenance and repair issues they observe or are notified of via automated CLEAN alerts. Town will use best efforts to promptly resolve issues and may contact Bigbelly Customer Service to receive troubleshooting assistance and instructions for proper repair. If a replacement part is needed to resolve the issue, Town will contact Bigbelly Customer Service to request a part(s). If Town's best efforts do not resolve the issue, Town should contact Bigbelly Customer Service.

Town acknowledges that if a Bigbelly Field Service technician is dispatched and Bigbelly determines the issue is deemed reasonably fixable by Town (specifically a door left open or dirty trash sensor) or is due to damage as described in Section 5.2 below Bigbelly reserves the right to bill Town for incurred expense. Furthermore, if a replacement part is provided and Bigbelly determines that the original part failed due to Town misuse or abuse, Town is responsible for replacement cost per Section 5.2 below. (F) Cleaning & Inspection – Annual cleaning and inspection visits from Bigbelly are included during the Term of this agreement and one cleaning annually for each renewal term at no cost to Town. Town will use best efforts to maintain general cleanliness of equipment throughout the contract Term. If, after applying best effort to maintain equipment cleanliness, Town finds equipment needs a Bigbelly cleaning and inspection visit, Town may contact Bigbelly Town Support to request a cleaning and inspection visit. Additional cleaning and inspection visits that are not included in the terms of this agreement will be at Town's expense.

- (G) Insurance. During the term of this Agreement, Town will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost thereof, without deductible and without co-insurance. Town will also maintain for the term of this Agreement, comprehensive public liability insurance covering both bodily injury and property damage of at least \$1,000,000 per occurrence/\$2,000,000 annual aggregate and \$500,000 for property damage. Bigbelly and its assigns will be the sole named loss payee on the property insurance and additional insured on General Liability insurance. Town will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to Bigbelly. If Town does not provide such insurance, it agrees that Bigbelly has the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from Town, upon which Bigbelly may make a profit.
- (H) Equipment Relocation. Within five (5) business days following relocation of any Equipment, Town shall notify Bigbelly in writing of the specific location of such Equipment.

5.0 Equipment Rental Terms and Conditions.

5.1 Title To and Use of Equipment.

- (A) Title. As further set forth in Section 6.4 below, Bigbelly is and will at all times be the sole owner of the Equipment. Town shall not acquire any title or interest, legal or equitable, in the Equipment, other than the use rights set forth in this Agreement. In the event this Agreement is deemed to be disguised sale, Town hereby grants to Bigbelly a security interest in the Equipment (and all accessions thereto and substitutions therefore) and the proceeds thereof.
- (B) Use of Equipment. Town shall not use the Equipment for other than intended purposes. Town shall ensure safe operation of the Equipment by trained personnel. Town shall comply with all Bigbelly and governmental guidelines, laws, rules, regulations and ordinances applicable to the use and operation of the Equipment.
- (C) No Pledge. Town shall not pledge, lend, create a security interest in or permit any lien to attach to the Equipment or any part thereof or attempt in any other manner to dispose of the Equipment.
- (D) No Attachments. Town represents and warrants that the Equipment is, and shall at all times remain, fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Town shall give Bigbelly immediate notice of any such attachment or other judicial process affecting the Equipment and shall immediately take all action necessary to remove such attachment and terminate the effect of such judicial process on the Equipment.
- (E) Equipment Inspection Rights. Bigbelly and its agents shall have the right to enter any premises where Equipment is located to inspect such Equipment at any time with reasonable advance written notice to Town.

5.2 Risk of Loss. From the time of delivery of Equipment by Bigbelly to Town until the Equipment is removed by Bigbelly, Town will bear the entire risk of whole or partial loss, theft, destruction or damage to the Equipment resulting from any causes other than Bigbelly's or its employees' or contractors' agents' actions or omissions with respect to the Equipment or defects, flaws or malfunctions in the Equipment, or requisition of the Equipment by any governmental entity, or expropriation or the taking of the Equipment by eminent domain or otherwise (collectively, "Loss"). Town will give Bigbelly written notice within 10 days of any Loss ("Loss Notice"). Except as provided in this section, no Loss will condition, reduce, or relieve Town's rental obligations, including its obligation to pay any fees pursuant to the Agreement and any Attachments thereto. If any Equipment is damaged but can be economically repaired, Town will immediately have the Equipment restored to good working order and condition by Bigbelly at Town's expense and Town agrees to immediately pay, on demand, all costs and expenses incurred in connection therewith. Upon the occurrence of any other kind of Loss or if the Equipment is not economically repairable, Town will, upon Bigbelly's demand, pay Bigbelly the replacement cost of the Equipment as solely determined by Bigbelly

6.0 General Terms and Conditions.

- 6.1 Taxes and Other Charges. Town is responsible for all taxes (including sales, use and personal property tax), fees, and assessments (collectively, "Taxes") that may be imposed by any governmental entity or taxing authority in connection with this Agreement or the Equipment or any amount due hereunder. Town will reimburse Bigbelly (or pay directly to the applicable taxing authority if instructed in writing by Bigbelly) for all such Taxes except to the extent Town is tax-exempt and has delivered to Bigbelly a valid and current tax exemption certificate as reasonably determined by Bigbelly.
- 6.2 Service. Town agrees that during the Term of the Agreement, it shall keep in effect the Service as defined in the Agreement. Unless otherwise agreed in a written amendment to this Agreement, Bigbelly or its subcontractors shall be the sole and exclusive suppliers of the Service.

- 6.3 Additions and Modifications of Equipment. Unless otherwise expressly agreed by an officer of Bigbelly in writing, Town shall not make any additions, alterations or modifications to the Equipment. Town shall not remove, cover or damage any Bigbelly logos or other identification markings on the Equipment.
- 6.4 Ownership Rights. The Equipment and Software contain intellectual property including but not limited to patented and unpatented inventions, trade secrets, know-how, and copyrights all of which is owned and will continue to be owned exclusively by Bigbelly and/or its licensors and Town will obtain no rights thereto other than the limited rights of use under this Agreement. Town acknowledges and agrees that all technology, materials, hardware, software, content and data of which the Equipment and Software is comprised or which is otherwise contained within or attached to, generated, collected or processed by the Equipment and/or Software is the sole and exclusive property of Bigbelly. Bigbelly hereby grants Town a royalty-free, non-exclusive, fully paid up right and license to use the Equipment, the Software, and any intellectual property rights therein as necessary for Town and its contractors to use the Equipment and Bigbelly Service consistent with the terms and conditions of the Agreement and these Terms and Conditions. Bigbelly reserves the right, at its sole cost and expense and subject to applicable governmental guidelines, laws, rules, regulations and ordinances, at any time upon notice to Town, to enhance or otherwise modify the Equipment and/or Software made available to Town under this Agreement, including but not limited to enhancements or modifications for the purpose of implementing Wi-Fi network capability to the Equipment, instituting mechanisms for data collection, processing and analysis. Bigbelly retains all media rights associated with signage, and Town agrees not to post signage and/or advertisements on the Equipment without written approval by Bigbelly. For avoidance of doubt, this does not prohibit Town from displaying messages solely on behalf of Town such as public service messages.
- 6.5 Termination.
- (A) Effect of Termination. Except as provided for in Section 6.7 below, any termination of the Agreement by Town, with or without cause, shall not relieve Town of its obligations to make any and all payments which obligations are absolute, unconditional, irrevocable, non-cancelable and subject to no right of set off, counterclaim, deduction, or defense.
- (B) Post Termination Duties / Surrender of Equipment. Upon the expiration or earlier termination or cancellation of the Agreement, Bigbelly shall remove the Equipment as described in Section 4.1 (H) above.
- 6.6 Indemnifications by the Parties.
- (A) Indemnity by Bigbelly. Bigbelly agrees to protect, defend, indemnify, save and hold harmless the Town of Surfside, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any negligent act or omission of Bigbelly, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Town as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the acts or omissions of the Town of Surfside, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. Nothing in this indemnification is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of this Agreement. If the Town defends any claim, demand, cause of action, or lawsuit as described above, Bigbelly agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action, or lawsuit.

(B) Indemnity by Town. Subject to the limitations under section 768.28, Florida Statutes and without further waiving the state's sovereign immunity or extending its liability as provided therein, Town shall indemnify and hold Bigbelly and each of their directors, officers and employees, harmless, and defend Bigbelly and its representatives if it requests, as to all claims, liabilities, losses, damages and expenses brought against Bigbelly and/or its representatives because of any death, injury or damage to any person or property caused by or resulting from Town's negligence in operating or securing the Equipment.

6.7 Default; Dispute Settlement; Governing Law.

(A) Definition of Default. The term "Default" means any of the following events: (i) Town fails to make any payment required under this Agreement within thirty days after the same shall have become due; (ii) Town or Bigbelly fails to perform any other obligation under this Agreement and such non-performance is not cured within thirty (30) days following notice or Town fails to provide insurance as required under this Agreement; (iii) Town defaults under any other Agreement with Bigbelly (iv) Town or Bigbelly becomes insolvent or makes an assignment for the benefit of its creditors; (v) a receiver, trustee, conservator or liquidator of Town or Bigbelly of all or a substantial part of such party's assets is appointed with or without the application or consent of such party; (vi) a petition is filed by or against Town or Bigbelly under any bankruptcy, insolvency or similar law; (vii) Town or Bigbelly violates or fails to perform any provision of either this Agreement; (viii) any warranty or representation made by either party herein proves to have been false or misleading when made; or, (ix) there is a material adverse change in Town's financial condition.

(B) Default by Town. Upon the occurrence of a Default by Town, Bigbelly may do one or more of the following as Bigbelly in its sole discretion shall elect: (i) initiate Dispute Settlement procedures pursuant to subsection (D) herein to enforce performance by Town of the Agreement or to recover damages for the breach thereof; (ii) cause Town, at its expense, to promptly return the Equipment to Bigbelly at such place as Bigbelly designates in writing; (iii) by notice in writing to Town, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (iv) enter upon, or instruct its agents or assigns to enter upon, the premises of Town or other premises where any Equipment may be located and take possession of and remove all or any portion of such Equipment without liability to Town by reason of such entry or taking possession; (v) require Town to pay to Bigbelly immediately upon demand, in addition to all amounts then due under this Agreement, liquidated damages in the amount of the greater of (A) eighty percent (80%) of the remaining Service fees to become due during the Initial Term or (B) one year of Service fees, which amount, owing to the acknowledged difficulty in establishing a value for the unexpired Initial Term, the parties agree represents an agreed upon reasonable measure of damages and is not to be deemed a forfeiture or penalty; (vi) collect from Town all expenses incurred by Bigbelly in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment and reasonable attorneys' fees; and (vii) exercise any other right or remedy available to Bigbelly under applicable law.

(C) Default by Bigbelly. Upon the occurrence of a Bigbelly Default, Town may do one or more of the following as Town in its sole discretion shall elect; (i) initiate Dispute Settlement procedures pursuant to subsection (D) herein to enforce performance of the Agreement or recover damages for the breach thereof; (ii) cause Bigbelly, at its expense, to promptly collect the Equipment; (iii) by notice in writing to Bigbelly, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (iv) collect from Bigbelly all expenses incurred by Town in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment and reasonable attorneys' fees; and (v) exercise any other right or remedy available to Town under applicable law.

(D) Dispute Settlement. In the event of any dispute arising due to a Default or with respect to the terms of the Agreement or obligations of the parties, the parties agree to discuss the dispute in an attempt to amicably resolve such dispute within 30 days of the date of a written notice of such dispute by one party to the other. Failing any such resolution, either party will be free to seek remedy through a court of competent jurisdiction.

(E) Continuation of Obligations. The occurrence of a dispute under or relating to the Agreement shall not relieve Bigbelly of, or change in any way, Bigbelly's obligation to provide the Service in accordance with the terms of the Agreement nor shall the occurrence of a dispute under or relating to the Agreement relieve Town of its obligations to make any and all payments described in the Agreement, including the Attachments, which obligations are absolute, unconditional, irrevocable, non-cancelable and subject to no right of set off, counterclaim, or deduction.

(F) Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any claim, objection, or dispute arising out of the terms of this Agreement shall be in Miami-Dade County, Florida.

6.8 Assignment. Town may not assign this Agreement or any rights hereunder, or sublease or lend any Equipment without the prior written consent of Bigbelly. No assignment or sublease shall relieve Town of its obligations hereunder and Town shall remain primarily liable for such obligations. Any sale, assignment, transfer, encumbrance, delegation or sublease by Town not consented to by Bigbelly shall be void ab initio. Bigbelly may at any time assign to any person (an "Assignee") any interest in this Agreement in part or in whole or grant security interests in the Equipment and/or the Bigbelly's rights hereunder. In such event, all the provisions of this Agreement for the benefit of Bigbelly shall inure to the benefit of and be exercised by or on behalf of such Assignee, but the Assignee shall not be liable for or be required to perform any of Bigbelly's obligations to Town and Bigbelly shall retain such obligations. Town acknowledges that Assignee is providing financing for the Equipment only and agrees that (a) as between Town and Bigbelly, all of Town's payment obligations shall be absolute, unconditional and not subject to set-off, counterclaim, reduction, recoupment or other defense (b) it will not assert any defenses, set-offs, counterclaims or claims against any Assignee that Town may have against Bigbelly at any time; and (c) any such assignment shall not materially change Town's duties or obligations hereunder. Subject to the foregoing, the Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

6.9 Relationship of Parties. Bigbelly and Town are each independent entities and the relationship between Bigbelly and Town under the Agreement is not a joint venture, partnership, principal-agent, broker, sales representative or franchise relationship. Bigbelly has no authority to make any promise, commitment or agreement on Town's behalf, and Bigbelly will not represent to anyone that it does have such authority.

6.10 Notices. All notices shall be in writing and sent via U.S. certified mail return receipt requested. For purposes of this Agreement, unless changed by written notice, the mailing addresses of the parties shall be those set forth below:

For Town of Surfside:

Guillermo Olmedillo
Town Manager
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863

For Bigbelly:

Eric Sockol
Chief Financial Officer
150 A Street, #103
Needham, MA 02494

- 6.11 Force Majeure. Any delay or failure of either party to perform its obligations (other than payment obligations) shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Raw material or labor shortages are not force majeure events. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.
- 6.12 No Warranties. Town hereby acknowledges that it has not entered into the Agreement including the Attachments in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth therein.
- 6.13 Use of Trade Names and Trademarks. Neither party may use the trade name, service mark, logo or trademark of the other party for any purpose without previous permission in writing from the other party.
- 6.14 Damages. Unless otherwise provided in the Agreement, in no event shall Bigbelly, or its affiliates, shareholders, officers, directors, employees, agents, or representatives, or assigns be liable for lost revenue, lost profits, incidental, indirect or consequential damages, resulting from any aspect of the Service provided in connection with this Agreement. Bigbelly's maximum aggregate liability to Town in relation to or in connection with the Agreement will be limited to the total amount paid by Town to Bigbelly under the Agreement.
- 6.15 Injunctive Relief. If there is a breach or threat of a breach of the terms of the Agreement, the parties agree that compensation alone would not be an adequate remedy for the harm suffered by the non-breaching party, which harm would be immediate and irreparable. Therefore, if there is a breach or threatened breach, then the non-breaching party shall be entitled to seek injunctive relief to stop the breach or threatened breach. The rights and obligations of the parties under this provision survive the termination, cancellation, or expiration of the Agreement.
- 6.16 Fiscal Funding. This Section 6.16 is effective only if Town is a governmental entity, agency or authority. Town hereby represents and warrants to Bigbelly that: (a) Town is a municipality, a political subdivision of the State of Florida thereof as defined in Section 103 of the Internal Revenue Code and Treasury Regulations and Rulings related thereto (the "Code"); (b) If Town is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (c) Town has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Bigbelly, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (d) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (e) The Equipment will be used by Town only for essential governmental or proprietary functions of Town consistent with the scope of Town's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Town's need for the Equipment is not expected to diminish during the term of the Agreement; (f) Town has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; and (g) The Town shall comply at all times with all applicable

requirements of the Code. If sufficient funds are not appropriated to make contracted payments under the Agreement (“Payments”), the Agreement shall terminate and Town shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Town shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Bigbelly. If Town fails to deliver possession of the Equipment to Bigbelly, the termination shall nevertheless be effective but Town shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Town fails to deliver possession and for any other loss suffered by Bigbelly as a result of Town's failure to deliver possession as required. Town shall notify Bigbelly in writing within seven (7) days after the failure of the Town to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Town.

- 6.17 Entire Agreement. The Connect Services Agreement including Attachment “A” Connect Service Terms and Conditions constitute the entire agreement between the parties regarding its subject matter and supersede all prior agreements, oral and written, negotiations, commitments and writings, and may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative of each party. Any purchase order or other ordering document issued by Town is for administrative purposes only and does not form part of this Agreement. If there is an inconsistency between or among the documents listed below, then the following order of precedence shall govern:
- (a) Attachment “A” Connect Service Terms and Conditions
 - (b) The Connect Services Agreement
- 6.18 Amendment; Modification; Waiver. No modification, amendment, waiver or release of any provision of the Agreement or any right, obligation, claim or cause of action arising under the Agreement shall be valid or binding unless in writing and duly executed by the party against whom enforcement is sought. No waiver by either party of any breach, or the failure of either party to enforce any of the terms and conditions of the Agreement, shall affect, limit or waive that party’s right to enforce and compel compliance with all terms and conditions of the Agreement or to terminate the Agreement as permitted by its terms. Any provision of this Agreement which for any reason may be held unenforceable in any one jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any one jurisdiction shall not render such provision unenforceable in any other jurisdiction. This Agreement may be executed in any number of counterparts and by different parties hereto or thereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument.
- 6.19 Representations. Town hereby represents, warrants and covenants to Bigbelly that: (a) Town is organized and validly existing under the laws of the jurisdiction of its organization, with adequate power and capacity to enter into the Agreement and any other documents, instrument or agreement related to this Agreement; (b) The Agreement has been duly authorized, executed and delivered by Town and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (c) no approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into or performance by Town of the Agreement, except such as have already been obtained; (d) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Town, which will have a material adverse effect on the ability of Town to fulfill its obligations and liabilities under the Agreement.

6.20 Public Records. Bigbelly acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Bigbelly agrees to maintain public records in Bigbelly's possession or control in connection with Bigbelly's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Big Belly shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

6.21 Non-Discrimination. Bigbelly agrees that, in performing under this Agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, mental or physical disability unrelated to ability to perform, or national origin, or otherwise commit an unfair employment practice. Bigbelly shall take affirmative action to ensure that applicants are employed and that Towns are treated without regard to their race, creed, color, religion, age, sex, mental or physical disability unrelated to ability to perform, or national origin. Bigbelly shall ensure the same of any suppliers of materials or services, consultants and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor who may perform any such labor or services in connection with this Agreement.

Bigbelly 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 Town, Bigbelly represents and affirms that Bigbelly 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.

6.22 Conflict of Interest. Bigbelly agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance; and by the Town of Surfside Ordinance, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Bigbelly covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which should conflict in any manner or degree with the performance of the Services. Bigbelly further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by Bigbelly.

6.23 Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

6.24 Compliance with Laws. Bigbelly and the Town are responsible for complying with all applicable local, county, state, and federal laws, permitting and licensing requirements in the performance of the services provided as contained in this Agreement.

End of Attachment A.



Town of Surfside Commission Communication

Agenda Item # 9A

Agenda Date: January 10, 2017.

Subject: Review of Surfside Parking Actions.

The Town Commission directed the Administration to produce a review of parking actions. The following is a synopsis of parking related items from 2010 to date.

It is important to note that this report is not presented as a comprehensive review and that some of the information listed may cover more than one of the three identified categories. Due to the difficulty in compiling the information from numerous sources, and from files both electronic and paper, this report may not contain everything related to parking. Over this period of time the Town experienced changes in the Town Commission, three Town Managers (plus one interim), as well as staff turnover. However important milestones in the parking process are noted.

Also, this review does not address any of the numerous internal staff meetings or unsolicited developer fact finding meetings that have occurred. Referendum discussions, information provided in the Points of Light/Town Manager reports, and miscellaneous updates/discussions via memoranda, presentations, and/or emails to the Town Commission are not specifically highlighted. Some of the parking improvements resulted from community input and the Traffic Advisory Committee.

Corresponding documents (etc.) pertaining to the following can be provided upon request.

1) *Parking Lot / Parking Spaces Improvements:*

- a) In April 2012 a parking enforcement unit of the Police Department was established.
- b) *Purchasing of Land for Additional Spaces.* A vacant lot south of the Post Office Parking Lot was purchased and eighteen (18) spaces were added to the inventory in June 2011. A vacant lot south of Town Hall was purchased and nineteen (19) spaces were added to the inventory in September 2014.
- c) *Parking Lot Renovations.* Landscaping and resurfacing occurred in late 2011 and early 2012.
- d) *Modernization of Pay Stations.* First installed in November 2010, these stations mover the operation from coin meters to credit card processing stations. On November 9, 2016, upgraded and replacement stations were approved.
- e) *Valet Parking.* While valet parking was addressed in 2008, the actual use downtown was short lived. In January 2015 the owner/operator of Tiberio Restaurant was granted the ability to operate a valet operation utilizing thirteen (13) spaces downtown in the evenings. Recently the

restaurant has changed ownership, now known as Villa Castelli, with this establishment's valet operations functioning under the same conditions.

- f) *Limiting Construction Vehicle Parking.* Enforcement began in early 2010.
- g) *Additional Spaces.* Creation of fifteen (15) new spaces on Collins Avenue, and some side streets, were recently added.
- h) *Parking Meter Rates.* Rates Town wide were set at \$1.50 per hour in October 2015 with street parking meters set at \$2.00 per hour in January 2016.
- i) *Parking Passes.* On average two thousand, four hundred and sixty (2460) permits are issued annually for the 94th Street, the Post Office and Abbott Lots. This included thirty eight (38) issued to the Post Office as a separate agreement. One thousand, six hundred and seventy seven (1677) residential permits were issued in FY15/16.

2) The Parking Fund:

The Town Commission addressed "Off Street Parking Requirements", including references to the Parking Fund, on the following dates:

- July 13, 2010.
- November 9, 2010.
- December 14, 2010.
- January 17, 2012.
- August 15, 2012.
- August 12, 2014.

The following developments were approved to contribute to the Parking Fund in lieu of providing the listed spaces:

- CVS at \$22,500 for 1 space (paid).
- Starbucks at \$45,000, payment plan, for 2 spaces (\$18,000 paid to date).
- Young Israel at \$495,000, payment plan, for 22 spaces (\$16,000 paid to date).
- The Shul at \$2,272,500, payment plan, for 101 spaces (1st payment due prior to expansion completion).

3) Parking Structure Timeline:

- June 14, 2011, Florida Transportation Engineering Inc. (FTE) contract for parking lot improvement designs, parking counts/surveys, downtown alley revamping ideas and wayfarer sign program designs was approved. The findings in the study precipitated the retention of Rich & Associates for a comprehensive parking study and the installation of a wayfarer program identifying the entrances to the Town and the parking lots.
- December 13, 2011, Parking Garage Feasibility Study discussion on the need for a study supported by the Downtown Vision Advisory Committee (DVAC).
- January 17, 2012, Request for Proposal (RFP) for a study and the creation of a selection committee was authorized.
- May 8, 2012, Rich & Associates was approved to conduct the study.
- April 9, 2013, Town Commission receives the study after it was reviewed by the Planning & Zoning Board and the DVAC Parking Subcommittee in March. A town wide parking deficiency of two hundred and seventy six (276) spaces was identified and possible designs for parking structures were provided.
- May and June 2013, DVAC and Business Improvement District outreach discussions on the study findings.

- September 6, 2013, Staff analysis report on the nine (9) parcels from 93rd to 94th Streets between Collins & Harding completed.
- December 12, 2013, Comprehensive Parking Structure Land Use/Zoning Analysis Report produced. This report has subsequently been reproduced and expanded several times since its creation.
- December 18, 2013, Community Dialogue on a Parking Structure Meeting was held to present the study's findings. The announcement of the meeting was the focal point of the Manager's message on the front page of the December Gazette.

- April 1, 2014, 'Parking Solution: The Next Step' presented to the Town Commission outlined a review of previous parking actions and recommended moving forward with a design/build for the Abbott Lot and a Public Private Partnership (PPP) for the Post Office Lot.
- May 13, 2014, Administration directed to retain Lambert Advisory to assist in a PPP analysis of the Post Office Lot*.

- April 14, 2015, 94th St Parking Structure Land Use/Zoning Analysis resented.
- June 4, 2015, Community Dialogue Meeting on Parking Solution Options was held.
- June 9, 2015, Parking Solutions Options presented short term & long term recommendations.
- July 14, 2015, Discussion on options to proceed. Administration directed to issue a Request for Expression of Interest (RFEI) for options on the Town owned parking lots.
- November 5, 2015, Town Commission Workshop on the RFEI submittals. Eight (8) submitters, including one that requested to be considered as an unsolicited proposal, presented a number of options for various Town parking lots.
- November 10, 2015, Administration directed to issue an RFP for the Abbott Lot and Post Office Site.

- January 12, 2016, Administration directed to refocus the RFP solely on the Post Office Site. Subsequent direction cancelled the issuance of the RFP.
- April 19, 2016, Town-wide Traffic/Parking Improvements Recommendation Workshop
- October 13, 2016, Request to hire a firm to produce architectural schematics of parking structures for the Abbott Lot. The Town Commission directed to return with this Parking Actions review.

**Post Office Parking Lot* is addressed separately as substantial focus has occurred on this site including numerous meetings between the Administration and the Post Office Building owner:

- July 18, 2014, Lambert Advisory analysis of the Post Office site.
- November 10, 2014, Post Office Building appraisal report produced.
- March 9, 2015, Public records requested Post Office lease with pertinent information deleted due to Freedom of Information Act exemptions received.
- March 10, 2015, Administration directed to negotiate with the Post Office Building Owner.
- April 14, 2015, Administration recommended focusing on other sites.
- May 10, 2016, Town approached by Post Office Building Owner. Administration directed to revisit negotiations.
- June 14, 2016, Administration sought clarification on negotiation approach.
- August 9, 2016, Town Commission directed not to proceed based on outcome of negotiations and to start investigating the feasibility of the Abbott Lot.

Miscellaneous – Throughout this time period, meetings have occurred with the Miami Parking Authority on a possible partnership for parking structure operations and with Bay Harbor Islands on possible use of their garage and to understand its construction process, financing and operations. Lambert Advisory

was retained to assist with a number of the parking actions, surveys of the Town parking lots were completed, Block 53/resident George Kousoulas was engaged to produce schematics for the Town Commission on the Post Office site and Calvin, Giordano & Associates produced schematics for the 94th Street Parking Lot and the Town Hall site.



David Allen, Police Chief, on behalf of
Guillermo Olmedillo, Town Manager



Duncan Tavares, TEDACS Director



Town of Surfside Commission Communication

Agenda Item # 9B

Agenda Date: January 10, 2017

Subject: Traffic Mitigation Program

Overview: Vehicular traffic affects all Surfsiders. It impacts public safety as well as quality of life. While there may be some debate about the sources and severity, most would agree that the situation deserves the attention of the Elected Officials and the Administration to develop a comprehensive Traffic Mitigation Program. Such a program should address both localized and regional traffic through engineered solutions as well as enhanced enforcement, discourage incursion traffic, recognize our regional partners and authorities, provide a timeframe for implementation, consideration of associated costs and include a robust public involvement and communications plan.

Background: Surfside has been responding to traffic concerns for decades; it is not a new phenomenon. Over that time, traffic patterns within Surfside have been changed, traffic control devices have been implemented, signage has been installed, enforcement has increased, yet traffic concerns expressed by residents remain. A Town-Wide Traffic Study was completed in 2012 (the Executive Summary can be found here:

http://www.townofsurfsidefl.gov/Pages/SurfsideFL_Clerk/studies/trafficstudy/FinalSurfsideTrafficStudy.pdf)

Since the study in 2012 there have been many initiatives studied and implemented along with countless outreach events with the public. Attachment A presents an overview of actions taken in the last few years to mitigate traffic concerns. More recently, an Ad-Hoc Citizen Traffic Advisory Committee (Committee) was convened to discuss and recommend specific initiatives to mitigate traffic, which are presented in Attachment B.

Traffic Mitigation Program Elements Overview: Table 1 below presents initiatives of the Committee, as well as other initiatives discussed by the Commission. Also included is a suggested timeframe for implementation, estimated costs (to be determined), associated agencies who must be engaged for approval and whether traffic modeling is suggested as part of the analysis.

Table 1
Traffic Mitigation Program Elements Overview

Initiatives	Modeling Required	Approval	Estimated Cost
Short Term (0 – 6 months)			
Add reflective tape to all stop signs	No	Surfside County	
New Stop Signs at all intersections west of Harding Avenue	No	Surfside County	
New Stop Bar Reflectors	No	Surfside County	
New Speed Bumps	No	Surfside County	
Revisit Street Closure <ul style="list-style-type: none"> 94th Street / Abbott Avenue 	Yes	Surfside County Miami Beach	
New Street Closure <ul style="list-style-type: none"> Byron Avenue (northbound) at 88th Street 	Yes	Surfside County Miami Beach	
Loop Detector Installation	No	Surfside FDOT	
Install a centerline curb on 95 th Street between Abbott and Byron Avenues	No	Surfside County	
Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	No	Surfside FDOT	
Create Vehicular Circulation Plans for New Construction Projects <ul style="list-style-type: none"> Minimize lane closures 	No	Surfside	
Evaluate Sidewalk Options	No	Surfside County	
Install traffic light at 96 th Street & Abbott Avenue Eliminate left hand turn at 96 th Street & Byron Avenue	Yes	Surfside Bal Harbour County FDOT	
Remove the “No U-Turn Sign” on 96 th Street (eastbound) at the entrance to the Bal Harbour Shops	No	Surfside Bal Harbour FDOT	
Install a crosswalk at 90 th Street & Harding Avenue (north side)	No	Surfside FDOT	
Remove the “no turn on red” sign on 93 rd Street & Harding Avenue	No	Surfside FDOT	
Send demand letters to mapping companies	No	Surfside	
Intermediate Term (7 – 18 months)			
Install Traffic Light <ul style="list-style-type: none"> 96th Street & Abbott Avenue 	Yes	Surfside FDOT	
Create 1-Way Streets <ul style="list-style-type: none"> 88th, 89th, 90th and 91st Street between Collins & Harding Avenues 	Yes	Surfside County FDOT	
Design 91 st Street Improvements <ul style="list-style-type: none"> Sidewalk, landscaping and buried utilities 	No	Surfside County	

Long Term (19+ months)			
Gate the area west of Harding Avenue and create a special taxing district	Yes	Surfside County	

Recommendation: The Administration is seeking direction from the Town Commission on which elements of the proposed Traffic Mitigation Program it would like to implement. Once policy direction is provided, the Administration will develop its action plan, which will include the public education program, and proceed with the recommended operational changes.

David Allen, Chief of Police

Guillermo Olmedillo, Town Manager



Town of Surfside Commission Communication

Agenda Item #:

Agenda Date: February 9, 2016

Subject: Traffic Mitigation Efforts

Background:

At the January Town Commission meeting, the Commission requested a synopsis of staff's traffic mitigation efforts. The following is an overview of police operations, analysis, meetings, recommendations and actions reported to the Town Commission over the last year pertaining to the ongoing traffic congestion in the Town of Surfside and surrounding areas. Surfside requires authorization from FDOT for any changes to Collins Avenue, Harding Avenue and 96 Street, which are all state roads. Authorization from Miami-Dade County is required for changes to the residential neighborhoods including the placement of signage, speed calming devices, closing of streets, or changing streets to one ways.

In January 2015, an overtime traffic detail was initiated to strictly monitor and enforce traffic on Byron Avenue. Officers worked during the afternoon rush hour periods focusing on speeders and identifying drivers using Byron Avenue to avoid A1A congestion. Decoy vehicles were deployed at strategic locations to slow down drivers.

On January 20, 2015, the SPD hosted a Community Meeting brought on by the increasing complaints of speeders and congestion on Byron Avenue. Several residents primarily from Byron Avenue voiced their concerns. Mr. Ayman Elbermawy, Section Head of Traffic operations from the Traffic Engineering Division of Miami-Dade County was present. Several residents primarily from Byron Avenue attended and voiced their concerns.

January 27, 2015, in response to a Town Mayor inquiry, SPD reported that months earlier the regional traffic study for area traffic signals was presented to the town commission at a meeting. The cost was split between Bal Harbour and Surfside. Surfside's cost was picked up by developers. The study recommended loop detections installed at traffic signals in Surfside. There was no action taken by the commission. This was also the same recommendation from the 2012 traffic study. The county would not pay for the installation.

In February 2015, officers were used to temporarily close streets (90 Street & Byron Avenue & 94 Street & Byron Avenue) in an attempt to divert cross through traffic of drivers avoiding Collins Avenue congestion.

Beginning February 3, 2015, the Surfside Police Department implemented a pilot residential parking permit program for the 9400 and 9500 blocks of Byron Avenue only. The program was to be re-evaluated after 90 days. Only residents and their guests were allowed to park on the two blocks. The purpose of the program was to mitigate the daily problem of workers, beach goers and others parking on these two blocks. Residents were required to provide proof of residency, and complete a registration application which was available in the Communications Unit. The program has been a success and continues in effect to date.

In the February 2015 Commission Meeting, the police department reported Town staff held meetings with Miami-Dade County and Florida Department of Transportation officials over several months discussing options to address and improve the traffic congestion. Town staff also met with residents of Byron Avenue who were strongly in favor of changes to ensure their safety and quality of life. The following bullet points were introduced:

- Surfside has conducted two traffic studies (Calvin, Giordano and Associates, 2012 and Advanced Transportation Engineering Consultants, 2014). Both recommended improvement to the operational efficiency to the traffic signals on Collins and Harding Avenues. Adjustments in the timing were made by the County but vehicle and pedestrian detections are needed at Harding Ave. and 96 St., Harding Ave. and 95 St., Harding Avenue and 94 St., and Harding Avenue and 93 St. This will allow traffic to flow better north and southbound when there are no vehicles waiting at the cross street. Currently the traffic signals cycle automatically and when not needed.
- The Police Department staffed Byron Avenue with personnel on a daily basis to deter traffic violators and congestion. Hundreds of citations and warnings were issued on Byron Avenue.
- The Police Department also temporarily closed blocks to traffic on Byron Avenue during rush hours to deter drivers from cutting through the residential neighborhoods to avoid heavily traveled Collins Avenue.
- Miami-Dade County officials conducted a study on Byron Avenue in order to review some of our recommendations. A resolution from the Town Commission requesting a review and approval for Miami-Dade County to address and work cooperatively with Surfside on this public safety issue would be significant to expedite the process.

In March 2015, the Police Department reported the following totals of issued Uniform Traffic Citations by the four Patrol Squads for the months of December, January & February:

3 months - Total issued = 1291

In the month of January, during the peak of the Byron Avenue detail officers issued the following: January - Total issued = 631

The majority of citations issued in the residential area occurred on Byron Avenue. Officers conducted radar enforcement throughout Byron Avenue at rush hours and issued numerous speeding violations, primarily in the 9500 block of Byron. Other blocks heavily enforced were from 90th. Street to 93rd. Street. The speeding violations were mostly in the 30 mph range, with the occasional driver clocked in the low 40 mph range. A continuous focus was directed at 95 Street & Byron Avenue where there were constant violations of running the stop signs. Often drivers would complain that the traffic circle (calming device) confused them and that was the reason they did not come to a complete stop. Verbal traffic warnings well exceeded the number of citations issued.

In the efforts to mitigate traffic congestion and primarily drivers cutting through the residential neighborhood ongoing discussions touched on topics such as creating one-way streets and even opening Carlyle Avenue.

Other efforts were tested such as having officers temporarily close 95 Street & Abbott Avenue at peak hours. Closing 95th Street & Abbott Avenue in particular seemed to create a problem by causing a large backup of eastbound traffic on 96 Street approaching Abbott Avenue. Drivers were frustrated and the closures were stopped immediately.

Another discussion item has been creating a Special Taxing District and developing a gated community. The SPD has presented the steps required to begin such a process and provided the following guide to often asked questions:

SPECIAL TAXING DISTRICTS MOST FREQUENTLY ASKED QUESTIONS

1. What is a Special Taxing District?

A special taxing district is a mechanism used to provide public improvements and special services which could not conveniently or equitably be provided otherwise.

2. Under what legal provision are these districts created by the County?

Chapter 18 of the Miami-Dade County Code.

3. How is the process to create a Special Taxing District initiated?

An official incorporated homeowners' association, for the same area under consideration, or in its absence at least 10% of the area property owners, request a petition package from the Public Works Department Special Taxing Districts Division, 111 NW 1st Street, Suite 1500, Miami, Florida 33128. The request letter must describe desired improvements, district boundaries and level of service.

4. What does the process consist of?

I. The Petition

The Special Taxing Districts Division prepares the petition package, tailored to the request of the community as well as Public Works Department's requirements, and adjusted, for security guard districts, to reflect Police and Fire Rescue concerns. This petition will provide a description of the proposed improvements, as well as the range of assessments estimated for

the project. A traffic study by an independent consultant, and at the expense of the community, may be required in security guard districts involving street closures prior to issuance of the petition. For road improvement projects, full right-of-way dedication will be required prior to preparation of the petition package.

Community volunteers then circulate the petition among all district property owners. A maximum of four months is allowed for the collection of signatures.

The petition, once returned to Miami-Dade County, is validated by the Public Works Department's Special Taxing Districts Division. The petition must contain signatures of 50% or more of the resident property owners for the process to continue (we use homestead exemption as an indication of residency or require new property owners who become district residents after the filing date for homestead exemption to provide us a notarized affidavit so indicating). The petition and the results of the validation are filed with the Clerk of the Board.

II. The Cost & Feasibility Study (for valid petition request)

The Public Works Department prepares a report detailing improvements, cost estimate, assessment method, and district boundaries. Then, an informational community meeting is held, normally at a neutral site such as a community school, to which all district property owners are invited by mail by the Public Works

Department's Special Taxing Districts Division. Facts pertaining to the proposal are presented to the district residents and questions by the community pertaining to the process and the proposal are entertained. No decision is made at that meeting. The Public Works Department's

report is then filed with the County Manager who in turn files his written report and recommendation with the Clerk of the Board, and schedules a formal public hearing.

III. District Creation

The Board of County Commissioners then conducts a Public Hearing to which all property owners are invited by letter from the Clerk of the Board. Notices are published by the Clerk in a newspaper of general circulation and are also posted in five public places within the district. If the Board decides that the proposal should move forward, an ordinance creating the district is adopted. The assessment roll resolution is usually adopted at the same public hearing as the creation ordinance. The resolution authorizes and directs the Miami-Dade County Tax Collector to place special assessments on a specified year's tax bill.

IV. District Ratification

Election is conducted by mailed ballot on an available election date set by the County. All registered voters residing within district boundaries are eligible to vote. A majority vote of returned ballots in favor of the project is needed to ratify district creation.

V. Collection of Special Assessments

Those districts which are approved by the electorate are billed in advance for each fiscal year (October 1 through September 30) and are included as an itemized portion of the annual combined tax bill.

VI. Implementation Phase

Final engineering of capital improvements, bidding (for capital improvements and/or service) and construction take place. The improvement would then be placed in service or the service would commence.

5. Is community consensus a requirement to begin the process?

We highly recommend that the whole community be brought into the process early on and that improvements and economic implications be agreed upon before the request for the petition package is sent to the County.

6. Who has final jurisdiction over decisions concerning District boundary administration and operation?

Dade County has final jurisdiction over all decisions concerning District boundaries, administration and operation.

7. How is the cost of services or improvements calculated and allocated?

The calculation of each district property owner's special assessment is based upon the district's specific assessment method and project cost (methods used are: front footage in street lighting, road and water projects; square footage in landscape and recreational districts; and unit in security districts.)

8. How long does it take to create and implement a Special Taxing District?

The process takes approximately a year for most projects. Stationary guard districts, because of traffic and delivery of emergency services issues, require approximately 18 months.

9. How is the assessment billed and collected?

Special assessments are billed in advance for each fiscal year and are included as an itemized portion of the annual combined tax bill under the non-ad valorem section. They are payable at the time the real property tax bill is due. For street lighting in existing communities, landscaping and stationary security guard districts, the total capital improvement costs and one year of service are billed at the beginning of the first fiscal year after district ratification, as well as creation and other administrative costs. Service, administration and maintenance costs are billed annually each year thereafter. For capital improvement districts (water, sewer, roads), a bill is sent to the property owner. If the owner decides not to pay his full share in a lump sum, he may elect to finance the cost, typically over ten years, with the first installment starting on the next November tax bill (interest will be added). For bonded projects, if he elects to pay in a lump sum, bond costs will be deducted from his bill.

10. What happens if I favor the proposal but cannot afford to pay the assessment?

The Board of County Commissioners considers specific requests by property owners to review perceived inequities of assessments, deferment or abeyance of assessments and exemptions at the Assessment Roll Resolution public hearing held following the creation public hearing, usually on the same agenda.

11. Is a lien placed on my property if I do not pay the special assessment?

Yes. Unpaid special assessments, similarly to unpaid ad valorem taxes, will cause a lien to be placed on your property and the certificate sold the following June.

12. How are undercollections and overcollections of assessments handled?

All District under and overcollections in any one year are adjusted in the following fiscal year, for undercollections by way of an increased assessment rate, and for overcollections by way

of a reduced assessment rate, except that all adjustments for first year costs of stationary security guard districts will be made only after all final capital improvement costs have been entered, which may or may not be reflected in the second assessment year

13. Do the property owners have any input as to security service provider selection? The security service provider is selected through a request for proposal process, followed by review of the proposals by a selection committee composed of 2-3 County staff members and 4-5 representatives from the community.

14. Do the property owners in security guard and landscape maintenance districts have any input in the budget process?

Any change in service level must be proposed by the community, which will be advised of the cost implications. An automatic provision for a 5% rate increase in security service provider contracts every two years is standard procedure.

15. Is the special assessment itemized on the tax bill tax deductible?

We suggest you contact the IRS or your tax consultant.

16. What are the chances that the assessments will increase at uncontrollable levels to provide the services?

Apart from the standard 5% increase every two years for the service provider, the assessments should remain at a stable level unless additional improvements are requested by the community, unbudgeted repairs need to be effected in the district, and/or the community decides to increase the district's level of service.

17. Can Miami-Dade County create special taxing districts all over its territory, including in municipalities?

Special taxing districts for water, sewer, street lighting and road improvements are created by Miami-Dade County only in Unincorporated Miami-Dade County. Districts for landscape/landscaping maintenance, security guard (stationary and/or roving patrol) and recreational service can be created by Miami-Dade County in all of Miami- Dade County, including municipalities.

18. If the district is located, wholly or partially, within the boundaries of a municipality, what, if any, City support is required for the project?

If any portion of a proposed district lies within the boundaries of a municipality, said municipality must, once the petition has been validated, authorize the County by official action to create the district. The municipality must hold a public hearing on the proposal.

19. Are there different types of security guard districts?

There are two types of security guard districts:

- a) Stationary - with guardhouses manned usually by commercial guards; and
- b) Roving patrols - provided by off-duty police officers (City officers in the municipalities and Florida Highway Patrol officers in Unincorporated Miami-Dade County), or commercial guards. Police officers are armed; commercial guards, because of liability issues, are not.

20. Is the input of any group, besides the Special Taxing Districts Division, required prior to issuance of a petition for security guard districts?

We require, prior to the preparation of the petition package, an indication by the appropriate City or County Fire/Rescue and Police Department that the delivery of emergency services will not be unduly delayed by any requested closure or loss of access to existing fire hydrants. We also require that the Public Works Highway Division review the implications of any street closure and as a result, it is sometimes mandated that the requestor submit, at his expense, a traffic study conducted by a registered traffic engineering firm. The Miami-Dade County Planning Director must also certify if the proposed improvement is consistent with the County's master plan.

21. Do street closures affect the delivery of emergency services?

The Fire Rescue Department determines, prior to issuance of the petition, whether the proposed street closure will affect the delivery of emergency services. If the Fire Rescue Department determines that the proposal will significantly hamper such delivery, it will generally request that additional guardhouses (entrances) be provided for.

22. Do these districts really serve to deter crime?

Pre- and post-district creation statistics recently obtained from Miami-Dade and various municipal police departments indicate a decrease in various types of crime in the security districts.

23. Who determines the location of the guardhouses and whether street closures are required to achieve the purpose of the security district?

Community initiators of the petition process, usually from homeowners associations, indicate the wish of the community in the request they submit for a petition. After a review of the traffic issues related to the requested proposal, and the comments from Fire/Rescue, Police, and

Planning, the Public Works Department determines the final location of the guardhouses and the feasibility of the desired closures.

24. Who manages the day-to-day operation of the service (street lighting, security, landscape) district?

The Special Taxing Districts Division of the Miami-Dade County Public Works Department manages security guard and street lighting districts. The County's Park and Recreation Department manages the landscape/landscaping maintenance districts.

25. Who implements and administers the capital improvement projects?

Miami-Dade County in Unincorporated Miami-Dade County and the respective municipal government in the municipality, the latter under interlocal agreement with the County. The Public Works Department enters into interdepartmental agreements with the Water and Sewer Department for the execution of water and sewer projects, where the cost is specified. Road improvement projects are managed by the Public Works Department by bidding the appropriate jobs or accesses existing open contracts.

26. Do stationary guard districts restrict public access to the district area?

Public access to streets encompassed within a district is never prohibited. A requirement of Chapter 18 of the Miami-Dade County Code is that special taxing districts can only be created on public roads.

27. Does Miami-Dade County allow unmanned gates and video cameras?

Unmanned gates are never allowed. Video systems are allowed if the scope of service in the districts creating ordinance allows it. Existing security districts will need to be amended through the same process that creates them to allow cameras.

28. Do residents have to stop at the guardhouse?

All cars must come to a complete stop when they approach the guardhouse. Where resident lanes exist with card control access, the residents drive through once the gate arm has been activated by their card. Where only one resident/visitor lane exists, the guard will activate the gate arm upon detection of the resident decal affixed to their vehicle windshield.

29. Do visitors have to identify themselves?

Visitors do not need to provide any information to the guard. Once the vehicle has stopped, the guard will note the tag number and description of the vehicle and let it go through. The guard, however, does have a map of the district and can provide, if requested by the visitor, directions to a destination within the district if an address is known. The guard will not call residents to announce visitors.

30. Is the guard in contact with the residents and the police by telephone?

In roving patrol districts, yes. In stationary guard districts, the guard is linked by telephone to the security company dispatcher. If the guard observes unusual or dubious activity, he will immediately contact his dispatcher, who will in turn call the police. Once the vehicle has stopped at the gate, the guard will register its tag number and description, and will then allow the car to enter the district.

31. What are residents to do when they note probable unlawful activity in the district?

They must call 911 immediately. If they have a roving patrol, they can then call the patrol number.

32. When street closures are considered, is it possible to eliminate both vehicular and pedestrian traffic?

Only vehicular access is prohibited. Sidewalks remain open.

33. Can special taxing districts be amended or dissolved?

A process identical to the creation of districts is followed to amend or dissolve a district.

34. Have lawsuits been brought in the past against special taxing districts? Have they been successful?

Lawsuits have been brought, over the years, against special taxing districts, relating particularly to assessment methods, benefit and election issues. The County has successfully defended all of them.

35. What is the amount of liability a district can be responsible for?

Per State Statute, the maximum liability for personal injury or property damage claim or judgment by any one person is \$100,000, for a total of \$200,000 per incident or occurrence arising as a result of the negligence of a government entity.

36. Can landscape be installed as part of a security guard special taxing district and who maintains it?

Yes. Landscape in the immediate area of the guardhouses can be installed at district expense. However, unless a landscape maintenance district is also established, the maintenance must be handled by the homeowners' association.

37. Who can get gate cards or decals?

Only property owners and documented renters.

38. How are security guard operational procedures changed by the homeowners' association?

All changes must be requested through the Special Taxing Districts Division.

39. Who may you call for additional information?

Please call the Special Taxing Districts Division at (305) 375-2203.

On April 14, 2015, in another Commission Communication the following was presented:

A plan of action has been developed with the support of area residents to address the public safety matters related to vehicular traffic in the single family residential areas. After lengthy reviews of documented traffic studies, analysis and temporary measures, the following actions will take place:

- 90 Street & Byron Avenue will be closed to northbound vehicular traffic. A landscaped concrete curb will be installed on the north side of the intersection of 90 Street & Byron Avenue allowing pedestrian, special needs and bicyclist's access only. The 9000 block of Byron Avenue will become a dead end street with vehicular access from the north / 91 Street. 18 of the 18 residents who live on this block are in favor of the closing.

- 94 Street and Byron Avenue will be closed to southbound vehicular traffic. A landscaped concrete curb will be installed on the south side of the intersection of 94 Street & Byron Avenue allowing pedestrian, special needs and bicyclist's access only. The 9300 block of Byron Avenue will become a dead end street with vehicular access from the south / 93 Street. 13 residents are in favor of the change, 3 are not, and 3 did not respond of the 19 who live on this block.
- The traffic circle in the intersection of 95 Street & Byron Avenue will be removed or reduced in size. That intersection will be a three way stop intersection.
- The 9500 block of Byron Avenue will be enhanced by the addition of four landscaped concrete curb extensions, two at the beginning of the block (North side of intersection at 95 Street & Byron Avenue) and two more at mid-block. The curb extensions will better delineate a single northbound vehicle lane. This feature will make it easier and safer for those exiting residential driveways in the block. 16 of the 20 residents living at these locations are in favor of the enhancements. We did not get a response from the other four.
- There will be speed calming tables installed at the following locations:
 - 88 Street, west of Garland Avenue
 - 91 Street & Abbott Avenue
 - 9500 block of Byron Avenue (Mid-block)
- Budget Impact: Approximately \$25,000 in funds from the Miami-Dade County Citizens Independent Transportation Trust.
- Recommendation: Town staff recommends that the Town Commission provide direction to a more permanent solution to address this public safety issue and vehicular traffic concern.

*** The closing of streets became a highly contested issue among residents who felt traffic from Byron Avenue would be directed toward their streets.

Town Commission held a Special Commission Meeting on April 27, 2015 to discuss short term and long term solutions to the traffic concerns in Town. Traffic experts from Miami-Dade County, the Florida Department of Transportation, and Calvin, Giordano and Associates presented information and answered questions for the Town Commission and the residents. The Town Commission directed the Town Manager to develop a plan of action for short term solutions that can be implemented immediately to relieve the traffic congestion issues.

A Commission Communication was submitted May 12, 2015, titled Traffic Management Plan – Short Term Solutions. The following was described as measures that were executed:

- Two decoy police vehicles have been deployed in the high traffic residential neighborhoods and will be rotated between 89 Street and 95 Street.
- A minimum of one Police Officer has been assigned during rush hours Monday through Friday on Byron Avenue to enforce traffic violations and control traffic congestion. Additional Officers will be assigned, staffing permitted, to Byron Avenue during peak traffic volume hours and between calls for service. Officers on overtime will also be assigned if needed.
- Lane closures on Harding and Collins Avenue are opened to traffic during morning and afternoon rush hours.
- A traffic management plan meeting with command officers from Surfside, Bal Harbour, and Bay Harbor Islands Police Departments was held on April 28, 2015 to coordinate traffic control among the three towns.
- The traffic signals on the state roads have been synchronized. Vehicle and pedestrian traffic loop detections as recommended by both traffic studies would further assist with

vehicular movement along the state roads. The cost is approximately \$31,000 for the installation at five signals.

- Surfside, Bal Harbour, and Bay Harbor Islands have developed traffic control plans for critical incidents within their own jurisdictions. These plans have been implemented in the past during traffic blockage from bridge closures, fires, crashes involving serious injury or fatality, and gas leaks.
- Police Officers will execute temporary lane closures if necessary in the residential neighborhood upon authorization of the police command staff.
- FDOT has completed a study on a new traffic signal at 96 Street and Abbott Avenue and removing the traffic signal at 96 Street and Byron Avenue and denied it. FDOT will take a second review at the request of the Town Commission.
- Staff will review intersections in need of stop signs and request approval through Miami-Dade County.
- Staff will request FDOT to install U-Turn sign on 96 Street near Bay Drive.
- Staff will develop signage to designate residential neighborhoods.
This has been completed and the signage is installed.
- Additional traffic details will operate routinely in the following areas:
 - Bay Drive - Speeding.
 - Surfside Blvd (91 Street) – Speeding.
 - A1A Collins and Harding Avenues – Speeding.
 - 88 Street & Byron Avenue – Calming device violations.
 - No thru trucks on the restricted residential streets.
Traffic details continue to be done on an ongoing basis.
- An informational pamphlet will be created that officers can distribute on traffic stops to provide safe driving tips and cooperation among residents.

The informational pamphlet was developed, printed and is distributed routinely with a verbal warning in place of a traffic citation.

A Commission Communication was submitted June 9, 2015, titled Traffic Management Plan – Long Term Solutions. The Town Commission had directed the Town Manager to develop a plan of action for short term solutions that can be implemented immediately to relieve the traffic congestion issues. The short term solutions were implemented and discussed at the May 12 Town Commission meeting. The Town Commission also at the May 12 meeting directed staff to develop more permanent traffic solutions for the June 9 meeting for discussion.

The following measures were recommended by staff:

- Continue traffic enforcement and visibility in the residential area and on Byron Avenue during afternoon rush hours.
- Install vehicle and pedestrian traffic loop detections as recommended by both traffic studies to further assist with vehicular movement along the state roads. The cost is approximately \$31,000 from the Miami-Dade County Citizens Transportation Trust or the installation at the five signals.
- FDOT has completed a study on a new traffic signal at 96 Street and Abbott Avenue and removing the traffic signal at 96 Street and Byron Avenue and denied it. FDOT will take a second review at the request of the Town Commission. At this time staff is waiting for a response from FDOT.
- Staff will review intersections in need of stop signs and request approval through Miami-Dade County.
- Remove the FDOT No U-Turn sign on 96 Street near Bay Drive. Staff is waiting on a response from FDOT.
- Staff will develop signage to designate residential neighborhoods.

- Remove or reduce in size the traffic circle in the intersection of 95 Street & Byron Avenue. That intersection will be a three way stop intersection.
- Enhance the 9500 block of Byron Avenue by the adding of four landscaped concrete curb extensions, two at the beginning of the block (north side of intersection at 95 Street & Byron Avenue) and two more at mid-block. The cost is \$25,000 from the Miami-Dade County Citizens Transportation Trust. Install speed calming devices and place "20 MPH" lettering to the street.

On the July 14, 2015, Commission Meeting another Commission Communication was presented titled Traffic Management Plan – Long Term Solutions (9500 block off Byron Avenue). Town staff made recommendations for permanent traffic solutions at the June 9 Town Commission meeting. The Town Commission directed staff at that meeting to include visual aids for the permanent traffic solutions for the 9500 block of Byron Avenue. Two different diagrams were submitted (one set of with two curb extensions and one with one set of curb extensions), a diagram of speed calming devices, and two photographs of curb extensions were also submitted.

The following measures were recommended by staff for the 9500 block of Byron Avenue:

- Reduce the size of the traffic circle in the intersection of 95 Street & Byron Avenue. The intersection will be a three way stop sign intersection.
- Add four landscaped concrete curb extensions, two at the beginning of the block (north side of intersection at 95 Street & Byron Avenue) and two more at mid-block.
- Install speed calming devices between the mid-block curb extensions.
- Place "20 MPH" lettering on the roadway surface.

- Eliminate the solid white lanes from the roadway surface that designate the three travel lanes.
- The total cost is approximately \$25,000 funded from the Miami-Dade County Citizens Independent Transportation Trust.

The Town Commission approved the above recommendations. Public Works was directed to begin work on the reduction of the traffic circle and installing curb extensions. The project was completed in September of 2015.

Additional actions regarding stemming the vehicle congestion in the Business District area have included moving a taxi stand that was on 95 Street between Harding and Abbott Avenue to Collins Avenue north of 94 Street. The SPD is also working closely with business deliveries to better manage quality of life matters in conjunction with business operations.

As is the usual pattern, the summer months had reduced traffic congestion. Factors that contribute to the reduction in traffic during the summer months are having no school and less visitors / snowbirds in the Town and surrounding communities.

The same pattern of heavy traffic congestion and irate residents developed once again beginning after Thanksgiving of 2015. The growing number of visitors flocking to the South Florida area for the holidays in combination with the large number of part time residents who live in the area during the winter months increase vehicles on the roadways. Much of the drivers are disoriented and contribute to the slow moving traffic. Traffic congestion peaked from late December to the beginning of the New Year. In part, along with holiday travelers, the Orange Bowl football game, an event that attracts nationwide attention brought

approximately 80,000 fans (and their cars) to the area. The Bal Harbour Shops and their increasing number of fine eating establishments has also drawn more people. The daily lane closures due to new developments in Surfside, Bal Harbour, Bay Harbor Islands, and Sunny isles beach add to the congestion. The 96 Street Bridge has also been under construction and repair for over a year and is reduced to one lane and has frequent breakdowns.

The Town of Surfside does not host a large sporting event, there are no arenas, large venues or shopping malls, there is no convention center, and no major events such as Boat Shows or Art Festivals, however, all of the things named occur within close proximity of the Town. Those events bring hundreds of thousands of people to the area which at times generates more traffic than the thoroughfares to travel can handle. Therefore, traffic congestion in Surfside can only be managed to a certain extent. The traffic congestion is caused in most part by outside forces that the Town has little to no power or authority in controlling.


CAST. V. / MO FOR

David Allen, Chief of Police



Guillermo Olmedillo, Town Manager

Town of Surfside
AD HOC Citizen Traffic Advisory Committee

Committee Report

Committee Members:

Clara Diaz-Leal, Chair
Sandra Argow, Vice Chair
Juan Borges, Secretary
Deborah Cimadevilla, Committee Member
Ken Arnold, Committee Member
Commission Liaison: Michael Karukin

Date:
September 22, 2016

Introduction:

On June 14th, 2016 the Town of Surfside (Commission) established by Resolution 2379, the Town of Surfside AD HOC Citizen Traffic Advisory Committee (Committee). The Committee was to exist for a duration of three months and hold three meetings during that period. The Committee, as required consisted of five members and held meetings on July 26, August 23 and September 20, 2016.

The purpose of this Committee was to study, review and provide recommendations to the Commission of traffic issues throughout the Town for the Commission to consider implementing. The Committee by motion, has prepared the following fifteen recommendations for the Commission to consider:

Recommendation 1:

The Committee motioned to recommend to the Commission that they add stop bar reflectors at 90th Street and Froude Avenue.

[Motion Passed 4-0]

Recommendation 2:

The Committee motioned to recommend to the Commission that they open 94th Street and Abbott Avenue to west bound traffic.

[Motion Passed 3-1]

Recommendation 3:

The Committee motioned to recommend to the Commission that they consider leaving the streets between Collins and Harding Avenue open to east and west bound traffic as they currently exist.

[Motion Passed 3-1]

Recommendation 4:

The Committee motioned to recommend to the Commission that they request FDOT to investigate creating a crosswalk across Harding Avenue on the north side of 90th Street, with traffic beacons on Harding Avenue.

[Motion Passed 4-0]

Recommendation 5:

The Committee motioned not to discuss city-wide sidewalk issues since it is not a part of this Committee's scope.

[Motion passed 5-0]

Recommendation 6:

The Committee motioned to recommend to the Commission that they perform a simulation of the “hot spots” in the Town and their effect on the residential areas west of Harding Avenue with the cooperation of FDOT.

[Motion passed 5 - 0]

Recommendation 7:

The Committee motioned to recommend that the Commission require developers/contractors to stage construction on property, and when needed borrow portions of side streets as a second option before the developers/contractors are allowed to close lanes on Collins, Harding or other major roads for staging.

[Motion passed 5 - 0]

Recommendation 8:

The Committee motioned to recommend that the Commission put the gating of the town on the back burner, and not to make it a priority.

[Motion passed 4-1]

Recommendation 9:

The Committee motioned to recommend to the Commission that they consider leaving the installation of new stop signs throughout the Town up to the police department on an as needed basis, with emphasis on intersections with line of sight issues.

[Motion passed 5 - 0]

Recommendation 10:

The Committee motioned to recommend to the Commission that they consider adding a centerline curb diverter on 95th Street between Abbott and Byron Avenues.

[Motion passed 4 - 1]

Recommendation 11:

The Committee motioned to recommend to the Commission that they consider that any traffic mitigation plan include streetscape improvements in the built environment where applicable.

[Motion passed 4 - 1]

Recommendation 12:

The Committee motioned to recommend to the Commission that they consider removing the “No Turn on Red” sign on the west side of 93rd Street and Harding Avenue.

[Motion passed 5-0]

Recommendation 13:

The Committee motioned to recommend to the Commission that they consider adding a speed bump on Abbott Avenue between 91st Street and 92nd Street.

[Motion passed 5-0]

Recommendation 14:

The Committee motioned to recommend to the Commission that they consider requesting FDOT to remove the “No U-Turn” sign on the 96th Street east-bound lane at the traffic light for the entrance to the Bal Harbor Shops parking lot.

[Motion passed 4 - 1]

Recommendation 15:

The Committee motioned to recommend to the Commission that they consider requesting to FDOT that all pedestrian crossings across Harding and Collins Avenues (for both intersections with and without traffic lights) be striped as follows:

- a. Collins pedestrian street crossings be striped on south-side of road only.
- b. Harding pedestrian street crossings be striped on north-side of road only.

[Motion passed 5 - 0]

If you should require any additional information, please do not hesitate to contact me.

Respectfully Submitted

On behalf of the Committee;

Juan A. Borges
Secretary
AD HOC Citizen Traffic Advisory Committee



**Town of Surfside
Town Commission Meeting
January 10, 2017
7:00pm**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9C
Date: January 10, 2017
From: Daniel Dietch, Mayor
Subject: **Fund Balance Policies**

Objective: To direct the Town Manager to develop fund balance policies for each of our enterprise funds.

Consideration: As recently as 2010 our general fund reserves were reduced to approximately \$3MM following the policy decision to pay cash for our community center. Since then, Surfside has worked diligently to strengthen its financial health through proper planning, sound policy direction, hiring qualified staff, conservative budgeting and strong fiscal stewardship. The unaudited general fund balance for 2016 is approximately \$7MM.

With our recent tax base growth and effective administration of Commission Policy, the Town's financial strength is increasing. With such positive changes, it is appropriate to establish formal policies for our enterprise funds. Doing so will provide essential financial safeguards and security that can transcend changes in elected officials, provide long-term financial stability and allow for tax relief amongst many benefits.

Recommendation: For the Town Commission to direct the Town Manager to develop fund balance policies for each of our enterprise funds.



**Town of Surfside
Town Commission Meeting
January 10, 2017
7:00pm**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9D
Date: January 10, 2017
From: Daniel Dietch, Mayor
Subject: **Piano's on Parade**

Objective: To direct the Town Manager to engage Newell Hill, Founder & Program Director of the non-profit organization Keys 4/4 Kids on behalf of Surfside to participate in the Pianos on Parade program.

Consideration: Surfside has long supported music-based programs and civic engagement through the arts. Recently, I learned about Keys 4/4 Kids, a non-profit organization that initiated a program called Pianos on Parade. Pianos on Parade provides pianos to classrooms for students to paint. After the pianos are painted, they are placed in outdoor locations for the public to play and enjoy. According to the Pianos on Parade website (<http://www.keys44kids.org/pianos-on-parade/>), the John S. and James L. Knight Foundation along with Gallup conducted a 3-year study called the Soul of the Community. They found that three perceived attributes - social offerings, openness, and beauty - have consistently emerged as leading drivers of empowered and thriving communities, even above local economy. Pianos on Parade provides the community with interactive, public art installments that satisfy all three of these characteristics. I thought this opportunity might be of interest to the Commission in light of past engagement along with our interest in activating our street ends. Mr. Hill has advised that the program costs between \$1,500 - \$2,500 depending on the approach.

Recommendation: For the Town Commission to direct the Town Manager to engage Newell Hill, Founder & Program Director of the non-profit organization Keys 4/4 Kids on behalf of Surfside to participate in the Pianos on Parade program and report back to the Commission with an implementation plan.



**Town of Surfside
Town Commission Meeting
January 10, 2017
7:00 pm**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9E
Date: January 10, 2017
From: Michael Karukin
Subject: Proposed Ballot item for November 2017

Objective: Hold a referendum on 4 year staggered terms for surfside commissioners but retain the 2-year term for the mayor to be placed on the November 2017 regularly scheduled ballot.

Consideration: Currently section 105 of the Surfside charter requires 2 years terms for both commissioners and the mayor. However, two previous Surfside Charter Review Boards (CRB) and best practices for elected officials suggest 4 year staggered terms is a more effective policy for most municipalities in order to maintain stability while allowing for change and the carry-over of historical knowledge from administration to administration.

With the understanding of surfside sensitivities and the history behind this topic, the previous CRB's recommended a hybrid approach. The recommendation was 4 year staggered terms for just the commissioners but leave as-is the 2 year term for the mayor. This was placed on the ballot in 2014 but it did not pass.

In the 2014 attempt, passage may have been negatively impacted by two things: 1) there were too many questions related to the charter on the ballot and 2) construction of the ballot question itself was inadequate. After reviewing the 2014 language, the retention of the 2 year term for the mayor was not explicitly called out in the title. Therefore, people may not have read it completely and perhaps incorrectly believed the terms for all 5 seats were being extended from 2 to 4 years.

For example, a reprint of the 2014 ballot question is provided below.

Establishing Elected Officials' Staggered Terms and Increasing Town Commissioners' Terms from Two to Four Years

The Charter establishes two year, unstaggered terms for the Mayor and Town Commissioners.

Shall the Charter be amended to provide that commencing with Town's General Election in 2016, terms of Town Commissioners shall be increased from two years to four years while retaining Mayor's two year term, all Commission members' terms shall be staggered, Vice-Mayor selection shall be by Commission, and related provisions regarding Runoff Election shall be conformed to reflect staggered terms?

As you can see, the title was misleading and the exception for the mayors term was essentially buried in the text of the question.

Recommendation: Direct the town attorney to propose new language that can be considered by the commission at the February commission meeting.

Thank you.

Michael Karukin