



**Town of Surfside
Regular Town Commission Meeting
AGENDA**

**February 13, 2018
7 p.m.**

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

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

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

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

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

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

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks** – Mayor Daniel Dietch
- E. Agenda and Order of Business** Additions, deletions and linkages
- F. Community Notes** – Mayor Daniel Dietch
- G. Tree City USA Nomination** – Mayor Daniel Dietch
- H. Certificate of Achievement for Excellence in Finance Reporting from the Government Finance Officers Association (GFOA)** – Mayor Daniel Dietch

2. Quasi-Judicial Hearings

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

- A. Minutes** – Sandra Novoa, MMC, Town Clerk
 - **January 9, 2018 Regular Town Commission Meeting Minutes**

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

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

- D. Committee Reports** – Guillermo Olmedillo, Town Manager
 - **November 9, 2017 Pension Board Meeting Minutes**
 - **December 4, 2017 Tourist Board Meeting Minutes**
 - **January 8, 2018 Tourist Board Meeting Minutes**

E. Limousines of South Florida, Inc. Municipal Bus Services Renewal – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC. FOR MUNICIPAL BUS SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Installation and Service Agreement with Triad Security Group, Inc. – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE INSTALLATION AND SERVICE AGREEMENT WITH TRIAD SECURITY GROUP, INC. FOR AN ACCESS CONTROL SYSTEM AT TOWN HALL; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Procurement of Video Surveillance and Recording Camera System – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE INSTALLATION AND SERVICE AGREEMENT WITH TRIAD SECURITY GROUP, INC. FOR AN IP CAMERA SYSTEM AT THE ABBOTT AVENUE PARKING LOT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

H. Sand Sourcing Study Urging Resolution – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE UNITED STATES CONGRESS TO FUND THE STUDY OF FOREIGN SAND USE IN BEACH NOURISHMENT PROJECTS IN MIAMI-DADE COUNTY; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE OFFICIALS STATED HEREIN; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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I. South Atlantic Coastal Study Urging Resolution – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE UNITED STATES CONGRESS TO SUPPORT LANGUAGE IN THE FY 2018 FEDERAL APPROPRIATIONS BILL AND THE 2018 DISASTER RECOVERY SUPPLEMENTAL PROVIDING FOR 100 PERCENT FEDERAL FUNDING OF THE SOUTH ATLANTIC COASTAL STUDY AUTHORIZED IN SECTION 1204 OF THE WATER INFRASTRUCTURE IMPROVEMENTS FOR THE NATION ACT, WITH THE NECESSARY LANGUAGE AND FUNDING TO ENSURE INCLUSION OF THE PREVIOUSLY AUTHORIZED CENTRAL AND SOUTH FLORIDA FLOOD CONTROL PROJECT AND ITS AREA AS PART OF THIS STUDY; 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.

J. Zero Emission/Clean Energy Bus Goal Resolution – Mayor Daniel Dietch

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SETTING A GOAL FOR ALL TOWN BUSES TO BE ZERO-EMISSION AND POWERED BY CLEAN ENERGY BY 2025; URGING MIAMI-DADE COUNTY AND ALL MUNICIPALITIES IN THE COUNTY TO ADOPT THE SAME GOAL; 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.

K. Water Conservation Month (April 2018) – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN OF SURFSIDE DECLARING APRIL AS WATER CONSERVATION MONTH IN THE TOWN OF SURFSIDE, FLORIDA, AND SUPPORTING THE NATIONAL “WYLAND MAYOR’S CHALLENGE FOR WATER CONSERVATION” IN THE TOWN OF SURFSIDE; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA LEGISLATURE, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, AND ALL THE MUNICIPALITIES OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Reading Ordinances

1. Freeboard Modification – Guillermo Olmedillo, Town Manager

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

2. Roof Height Modification – Guillermo Olmedillo, Town Manager

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

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

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

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

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

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

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

- 6. Temporary Signs – Sarah Sinatra, Town Planner**

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI “SIGNS” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; SPECIFICALLY AMENDING SECTION 90-69 “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 90-74 “TEMPORARY SIGNS”; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

7. Pension Amendment Clarifying Definition of Senior Management Employee – Guillermo Olmedillo, Town Manager

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CODE OF THE TOWN OF SURFSIDE REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-171 OF THE TOWN CODE TO CLARIFY THE DEFINITION OF THE TERM SENIOR MANAGEMENT EMPLOYEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

B. First Reading Ordinances

1. Maintenance in the Right-of-Way, Including Trees and Mulch - Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING ARTICLE III, PROPERTY MAINTENANCE STANDARDS, OF CHAPTER 14, BUILDINGS AND BUILDING REGULATIONS, AND CHAPTER 90, ZONING, TO PROHIBIT USE OF MULCH IN THE RIGHT-OF-WAY AND ADDRESS PROPERTY OWNER MAINTENANCE RESPONSIBILITIES FOR PUBLIC RIGHT-OF-WAY ADJACENT TO PRIVATE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

2. Amending Section 2-235 “Lobbying” First Reading. – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 2-235 – “LOBBYING” REGARDING LOBBYISTS’ APPEAL OF FINES FOR EXPENDITURE REPORTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Driveway Modifications - Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING,” SECTION 90-61 “PAVING IN FRONT AND REAR YARDS IN H30 AND H40 DISTRICTS,” TO ADDRESS DRIVEWAYS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Plastic Straw Ordinance – Lily Arango, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 34 “ENVIRONMENT” OF THE TOWN’S CODE OF ORDINANCES TO CREATE SECTION 34-11, “PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS;” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Solar Photovoltaic Incentives – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 14-29. – “PERMIT FEES” – TO PROVIDE FOR WAIVER OF PERMIT FEES AND EXPEDITED PERMIT AND DEVELOPMENT REVIEW TO BE ADOPTED BY RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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5. Resolutions and Proclamations

(Set for approximately 9:45 p.m.) (Note: Depends upon length of Good and Welfare)

- A. Approval for Work Authorization No. 102 to Calvin Giordano & Associates, Inc. for Services Related to the Surfside Traffic Signal Modifications at the Intersection of 95th Street and Harding Avenue –**
Guillermo Olmedillo, Town Manager

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

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. One-Way Street Project Update –** Guillermo Olmedillo, Town Manager
- B. Artificial Grass -** Guillermo Olmedillo, Town Manager
- C. Recommendations on the Beach Furniture Ordinance and Administrative Policy**
- Guillermo Olmedillo, Town Manager
- D. Surfboard Prohibition –** Mayor Daniel Dietch
- E. Resiliency Fund Requirements for Commercial Development –** Mayor Daniel Dietch
- F. Social Media Responses –** Guillermo Olmedillo, Town Manager
- G. Unsolicited Proposal Update – Seeking Direction –** Guillermo Olmedillo, Town Manager
- H. Quality of Life Improvement Initiatives –** Commissioner Tina Paul

- I. Plastic Bag Legislation** – Lily Arango, Town Attorney – Page 342 - 343
- J. Zoning in Progress – New Applications or Site Plan Amendments for Properties within H30 and H40** – Guillermo Olmedillo, Town Manager – Page 344 - 346

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.townofsursidefl.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.

FOR IMMEDIATE RELEASE:

Arbor Day Foundation Names Town of Surfside Tree City USA

Town of Surfside, FL was named a 2017 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

Surfside achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree-care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

"Tree City USA communities see the impact an urban forest has in a community first hand," said Dan Lambe, President of the Arbor Day Foundation. "Additionally, recognition brings residents together and creates a sense of community pride, whether it's through volunteer engagement or public education."

Trees provide multiple benefits to a community when properly planted and maintained. They help to improve the visual appeal of a neighborhood, increase property values, reduce home cooling costs, remove air pollutants and provide wildlife habitat, among many other benefits.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation: The Arbor Day Foundation is a million member nonprofit conservation and education organization with the mission to inspire people to plant, nurture, and celebrate trees. More information is available at arborday.org.



TREE CITY USA®
Arbor Day Foundation

Surfside, Florida
2016

Matt Harris

Matt Harris
Chief Executive



2 Years



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Town of Surfside
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2016

Christopher P. Morill

Executive Director/CEO



**The Government Finance Officers Association
of the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Donald G. Nelson, CPA

Finance Director

Town of Surfside, Florida



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrell

Date December 22, 2017



**Town of Surfside
Regular Town Commission Meeting
MINUTES
January 9, 2018
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 pm

B. Roll Call of Members

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

C. Pledge of Allegiance

Tourism Board Chair Cohen led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Members of the Commission wished all a Happy New Year. The community was encouraged to vote in the upcoming town election and to continue to communicate their views on the one-way street at 89th & 90th. Mayor Dietch recently learned of the death of long-time resident Stan Brashard who was an active member of the community. There was a moment of silence in his memory. Mayor Dietch also recognized the Police Department as it was National Law Enforcement Day. The Mayor gave an update on the Skate Park.

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

The following items have been linked: 5A/5B/5C

Mayor Dietch asked to add an item for Committee and Board Recognition to be held on March 13, 2018 at 5:30 P.M. Town Clerk Novoa stated that an error had been corrected in the December minutes.

F. Community Notes – Mayor Daniel Dietch

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

2. Quasi-Judicial Hearings

None

3. Consent Agenda

Commissioner Karukin made a motion to approve the consent agenda with corrections to the minutes. The motion received a second from Commissioner Paul and the motion carried 5-0.

A. Minutes – Sandra Novoa, MMC, Town Clerk

▪ December 13, 2017 Regular Town Commission Meeting Minutes

Approved on consent with corrections.

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

Approved on consent.

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

Approved on consent.

D. Committee Reports – Guillermo Olmedillo, Town Manager

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

Approved on consent.

4. Ordinances

A. Second Reading Ordinances

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

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

Deputy Clerk Riera read the title of the ordinance.

Town Manager Olmedillo along with Town Planner Sinatra presented the item and answered questions from the members of the Commission.

Mr. Alexander Tachmes representing the Surf Club suggested a language change on lines 120 and 121 of the proposed ordinance to delete the following language: "The total area of all such signs for each property shall not exceed 20 square feet".

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

Commissioner Gielchinsky made a motion to adopt with the deletion of the above language as suggested. The motion received a second from Vice Mayor Cohen and the motion carried 5-0.

B. First Reading Ordinances

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

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

Deputy Clerk Riera read the title of the ordinance.

Town Manager Olmedillo presented the item to the Town Commission.

Commissioner Karukin said this threshold had previously been discussed in the 2008 and 2009 Charter Review and that this ordinance is appropriate.

Commissioner Karukin made a motion to approve. The motion received a second from Vice Mayor Cohen and the motion carried 5-0.

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

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

Deputy Clerk Riera read the title of the ordinance.

Town Manager Olmedillo presented the item to the Town Commission.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Gielchinsky and the motion carried 5-0.

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

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

Deputy Clerk Riera read the title of the ordinance.

Commissioner Gielchinsky presented the item.

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

Commissioner Paul expressed her support for the ordinance but was concerned about Sec.54-2(c)(5).

After some discussion Vice Mayor Cohen made a motion to amend section 54-2 (c) to read as follows: "The following contemporary examples of anti-Semitism, identified by the United States Department of State, may include but not limited to the evaluation of whether there is evidence of anti-Semitism:" The motion received a second from Commissioner Gielchinsky and carried 4-1 with Commissioner Karukin voting in opposition.

5. Resolutions and Proclamations

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

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

Deputy Clerk Riera read the title of the ordinance.

Town Manager Guillermo Olmedillo presented items 5A, 5B and 5C as they are all linked.

Commissioner Karukin made a motion to approve. The motion received a second from Vice Mayor Cohen and the motion carried 5-0.

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

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

Deputy Clerk Riera read the title of the ordinance.

Commissioner Karukin made a motion to approve. The motion received a second from Vice Mayor Cohen and the motion carried 5-0.

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

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

Deputy Clerk Riera read the title of the ordinance.

Commissioner Karukin made a motion to approve. The motion received a second by Commissioner Gielchinsky and the motion carried 5-0.

6. Good and Welfare – Mayor Dietch opened the meeting to public speakers.

Public Speakers:

-Jeffery Platt acknowledged the town Police Department for their good work and also spoke about beach issues.

-Victor May spoke on water bills, elections and new software.

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

7. Town Manager and Town Attorney Reports

The Town Manager and Town Attorney Reports have been moved to the Consent Agenda.

8. Unfinished Business and New Business

None

9. Mayor, Commission and Staff Communications

A. Power Blowers (Leaf Blowers) – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo presented the item.

Public Speaker Sheryl Goldberg spoke on the item.

The Commission discussed the item. Courtesy notices, warnings and enforcement of violations were discussed. There was a consensus that beginning February 8, 2018, enforcement will begin after a 30-day courtesy notice. Commissioner Karukin was not in favor.

B. Annual Performance Evaluation – Guillermo Olmedillo, Town Manager – Mayor Daniel Dietch

Mayor Dietch presented the item. Members of the Commission spoke highly of Town Manager Olmedillo and there was some discussion about a merit increase.

Passing the gavel, Mayor Dietch made a motion to give the Town Manager a 2.7% increase in salary. The motion received a second from Commissioner Karukin and the motion carried 5-0.

C. Solar Photovoltaic Incentives– Mayor Daniel Dietch

Mayor Dietch gave an update on the item and asked to direct the Town Manager to move forward and refer to the Planning and Zoning Board. Building Official Ross Prieto answered questions from the Commission.

Public Speaker George Kousoulas spoke in support of the item.

Commissioner Karukin made a motion to approve the Mayor's recommendation and to refer the item to the Planning and Zoning Board. The motion received a second from Commissioner Paul and all voted in favor.

D. Driveway Modifications – Guillermo Olmedillo, Town Manager

Assistant Town Manager Tavares and Town Planner Sinatra presented the item to the Town Commission. Town Commission consensus was to direct staff to prepare an ordinance and to present it on first reading.

E. Storage of Beach Furniture – Commissioner Michael Karukin

Commissioner Karukin gave an update on the item and asked for modifications to the storage in the Beach Furniture Policy and to have staff come back with ideas and options. The Commission discussed the item. The Town Manager will come back with recommendations.

The following public speakers presented their views on the item:

- George Kousoulas
- Jeffery Platt
- Marianne Meischheid
- Joel Simmonds

F. Foreign Sand Sourcing Study Funding Urging Resolution – Mayor Daniel Dietch

Mayor Dietch presented the item to the Town Commission and the consensus was to bring back the item with an urging resolution for adoption.

Public Speaker Jeffery Platt spoke on the item.

G. Zero Emission/Clean Energy Bus Goal Resolution – Mayor Daniel Dietch

Mayor Dietch presented the item to the Town Commission. The consensus was to bring back the item with an urging resolution for adoption.

H. Business District Property Owners Engagement – Mayor Daniel Dietch

Mayor Dietch gave background information on the item. Town Commission discussed the item.

Public speaker George Kousoulas spoke on the item.

Commissioner Paul made a motion to extend the speaking time of Mr. Kousoulas. The motion received a second from Commissioner Gielchinsky and all were in favor.

There was discussion on a three month or six-month initiative and the item will be brought back.

I. Impact from Aggregation of Lots in Single Family Home Districts – Commissioner Michael Karukin

Commissioner Karukin presented the item to the Commission.

Public speaker George Kousoulas spoke on the item.

The Commission consensus was to forward the item to the Planning and Zoning Board as a priority issue and to also look at other single-family homes in the H30A/H30B districts as well.

J. Residency Verification Support – Mayor Daniel Dietch

The Mayor presented the item.

The Commission discussed the item and after some deliberation, the Mayor will reach out to the PTA and he will bring the item back to the Commission.

10. Adjournment

Commissioner Karukin made a motion to adjourn. The motion received a second from Vice Mayor Cohen and all voted in favor. The meeting adjourned at 10:01 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT FEBRUARY 2018

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

I. SEE CLICK FIX REPORT – See Attachment “A”

II. DEVELOPMENT APPLICATIONS STATUS

A. 9116 Harding – The property has recently been sold and the new owner has added two properties. The revised site will include pools and an amenity building for the four units. DRG was held on December 7, 2017 and will be scheduled for an upcoming DIC meeting.

B. 8995 Collins – A site plan was submitted on May 19, 2017. A DRG meeting was held on June 19, 2017. The applicant submitted the revised drawings and a second DRG meeting was held on August 24, 2017. Revisions were required and a third DRG meeting was held on September 28, 2017. The DIC meeting was held on November 16, 2017. A Planning and Zoning Board hearing has not been scheduled to date.

C. 9133-9149 Collins - The Surf Club II – A revised site plan was submitted on August 28, 2017 for 46 new condominium units, two renovated condominium units and 31 new hotel units. DRG and DIC meetings were held on September 28, 2017. The Planning and Zoning Board was held on December 7, 2017. The Planning and Zoning Board recommended the application for approval to the Town Commission at their meeting on January 25, 2018. This application will be scheduled for a Town Commission meeting.

III. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of January 30, 2018, the total number of active, open cases being managed is 253; of these cases, 144 cases are still under investigation and are working towards compliance; 5 cases are on-hold; 34 are in the Special Master hearing queue; 18 cases are in post-Special Magistrate action status; and 52 cases have been issued liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a quarterly basis.

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

- FY 17/18: 26 cases have paid/settled through January 30, 2018 for a total collection of \$8,276.
- FY 16/17: 117 cases have paid/settled through September 25, 2017 for a total collection of \$40,842.
- FY 15/16: 152 cases paid/settled for a total of \$137,282.

Finance Department

A. Monthly Budget to Actual Summary as of December 31, 2017 – See Attachment "B"


Police Department

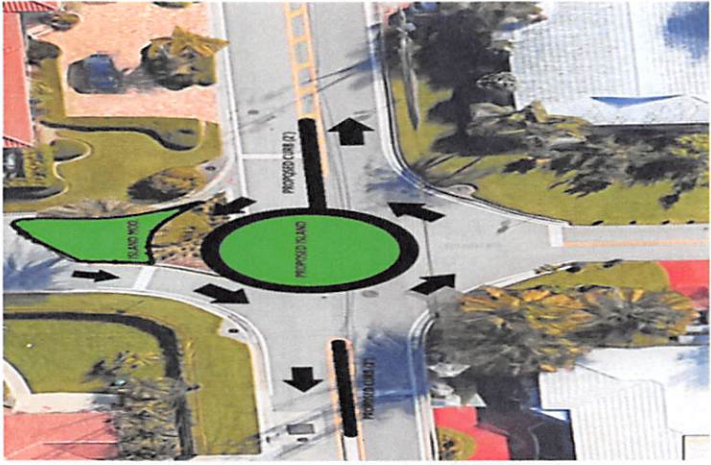
A. January 2018 Significant Incidents/Arrests:

- Narcotics Arrest - 01/17/2018 at 1518 hours: 700 block of 96th Street: During a traffic stop, one subject was arrested, the second a juvenile released to her mother and the third fled the scene. The case is currently under investigation.
- Auto Burglary - 01/21/2018 from 1000 hours to 2300 hours: 9400 block of Abbott Avenue (alley way). The case is currently under investigation.
- Aggravated Assault and Simple Battery - 01/20/2018 between 2300 - 2345 hours: 8900 block of Collins Avenue. This case is currently under investigation.
- Update: Medical practice without a license Arrest - 01/25/2018 at 1310 hours: 9400 block of Harding Avenue. A second subject was arrested reference this investigation.
- Auto Burglary – 1/30/18 at 1627 hours: 9400 block of Collins Avenue. This case is currently under investigation.

B. Traffic Mitigation Update:

#	Initiatives	Update(s)
	Short Term (0 – 6 months)	
1	95 Street & Harding Avenue (westbound), left Turn lane added. 300 block of 95 th Street (eastbound), right turn lane added.	On 04-27-2017, the traffic lanes in the 200 block of 95 Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95 Street approaching Harding

		<p>Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of Tuesday 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p> 
2	New Stop Signs at all intersections west of Harding Avenue	<p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west)
3	New Stop Bar Reflectors	Completed
4	New Speed Bumps	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> • 8900 block of Abbott Avenue • 9100 block of Abbott Avenue

		<ul style="list-style-type: none"> • 9300 block of Abbott Avenue • 9500 block of Byron Avenue (second speed bump)
5	Revisit Street Closure <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue 	Town Commission approved a motion against revisiting this item.
6	New Street Closure <ul style="list-style-type: none"> ○ Byron Avenue (northbound) at 88th Street 	<p>Requires study, Miami-Dade County and Miami Beach approval. Pending meetings / agreements.</p> <p>On Wednesday, 11/29/17, Town Manager, Chief Allen and PW Director Randy Stokes attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88th Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88th Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.</p> <p><u>The following traffic modification Project has been developed to improve the traffic flow at 88th Street and Abbott Avenue. Completion of the Project by Public Works has been estimated to be 60 days.</u></p> 
7	Loop Detector Installation	<p>CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05/09/17 meeting.</p> <p>The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p>

		<p>August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</p> <p>November 3, 2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88th, 93rd, 94th and 95th Streets. Total cost not to exceed \$14,200.62.</p> <p><u>On January 29, 2018, a Traffic Signal Modification Mandatory Pre-Bid Conference Meeting was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</u></p> <p><u>The Town Administration is evaluating the next plan of action.</u></p>
8	Install a centerline curb on 95 th Street between Abbott and Byron Avenues	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
9	Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.
10	Create Vehicular Circulation Plans for New Construction Projects <ul style="list-style-type: none"> ○ Minimize lane closures 	MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's to the three jurisdictions was agreed upon. The early notice system has shown an improvement.
11	Evaluate Sidewalk Options	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.

12	<p>Install traffic light at 96th Street & Abbott Avenue</p> <p>Eliminate left hand turn at 96th Street & Byron Avenue</p>	<p>Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made congestion worse on 96th Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins.</p> <p>FDOT will not eliminate the left turn at 96 Street & Byron Avenue.</p>
13	<p>Install a crosswalk at 90th Street & Harding Avenue (north side)</p>	<p>FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection.</p>
14	<p>Send demand letters to mapping companies</p> <p>Waze – Free Community-based GPS, Maps & Traffic Navigation App</p>	<p>Completed</p> <p>The Town became a Participating Member of the Connected Citizens Program. This is the Town's effort to address in real-time reported accidents and improve navigation throughout the Town.</p>
Intermediate Term (7 – 18 months)		
15	<p>Create One-Way Streets</p> <ul style="list-style-type: none"> o 88th, 89th, 90th and 91st Street between Collins & Harding Avenues 	<p>A Town meeting was held July 18th, 2017, to present a new traffic pattern plan making 89th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p> <p>The Town Commission approved to conduct a test of a new streetscape design on 89th and 90th Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89th Street traffic moving from east to west and 90th Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green / parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p>

		<p>The new streetscape testing was initiated December 14, 2018. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</p> <p><u>The Town Manager is requesting a time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA compliance in the pedestrian lanes and to acquire more data on traffic counts.</u></p>
16	Design 91 st Street Improvements <ul style="list-style-type: none"> o Sidewalk, landscaping and buried utilities 	Pending design and engineering cost estimates.
17	Road closure of 95 th Street and Abbott Avenue	<p>November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95th Street. The project includes Traffic Analysis and Modeling of the road closure at 95th Street and Abbott Avenue. Total cost will not exceed \$20,149.58.</p> <p><u>On January 29, 2018, the Town Manager held a meeting with CGA Traffic Engineer Eric Czerniejewski, Asst. Town Manager Duncan Tavares, Public Works Director Randy Stokes and Captain Yero to review and discuss the Feasibility Study results.</u></p>
	Long Term (19+ months)	
18	Gate the area west of Harding Avenue and create a special taxing district	This item is provided here as a place holder.

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

		<p>The additional loading zones are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 89th Street - effective 06-01-2017 • 100 block of 94th Street - effective 06-01-2017
2	Taxi Cab Stands added and changed	<ul style="list-style-type: none"> • The Taxi Cab Stand at 94th Street & Collins Avenue was reduced from (4) vehicles to (2) vehicles. • 94th Street & Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added. • In the 200 block of 92nd Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand. • A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue. <p>On 11/15/17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94th Street & Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <p>Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General Manager of the hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.</p>
3	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	<p>The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation.</p>

C. Department of Highway Safety and Motor Vehicles David Audit:

- The Department of Highway Safety and Motor Vehicles will conduct a Driver and Vehicle Information Database (DAVID) Audit on site visit to ensure the Surfside Police Department is complying with the Memorandum of Understanding on February 28th at 9:30 a.m.

D. Police Events:

- The Dolphins Cancer Challenge bicycle ride took place on February 10. The riders came through Surfside between 7:45 a.m. and 10:15 a.m. Surfside officers staffed the event.
- The Surfside Police Department will host a Mobile Department of Motor Vehicles event for residents to apply for and renew their driver's licenses on February 15 from 10:00 a.m. to 2:00 p.m. in the Commission Chambers
- Coffee with the Cops is February 22 at Starbucks at 10:00 a.m.
- The Parks and Recreation Department will host their annual Beach 5K Run Event on February 25th. The race begins at 8:00 a.m. One officer will work an overtime detail from 7:00 a.m. – 10:00 a.m.
- The first Inter-agency Police Department visit to the Holocaust Memorial of Miami Beach will occur on February 27th from 10:00 a.m. to 11:30 a.m. The Holocaust Memorial will arrange for Holocaust survivors to meet the officers and a special presentation for the attendees. Three police officers from SPD will attend the event and represent the Police Department.
- The monthly Bike with the Chief is February 28 at Town Hall at 5:00 p.m.

Respectfully submitted:

by: 

Guillermo Olmedillo, Town Manager



Town of Surfside, FL

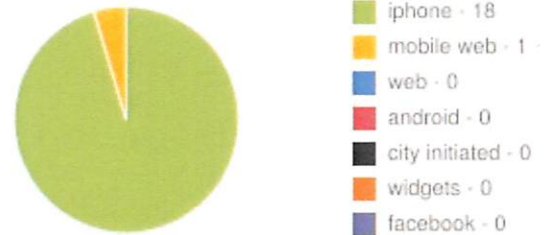
Between Jan 01, 2018 and Jan 30, 2018

19 requests were opened

35 requests were closed

The average time to close was 95.8 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Beach Issue	5	14	108.4
Other	2	10	104.9
Code Compliance (Violation)	11	1	29.3
Parking Issue	1	1	9.2
Solid Waste (Commercial) (PW)	0	2	10.7
Solid Waste (Residential) (PW)	0	2	150.4
Street lights (PW)	0	2	143.1
Construction Issues	0	1	28.8
Drainage/Flooding (PW)	0	1	71.0
Utilities (Water/Sewer) (PW)	0	1	40.7
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Code Compliance (Safety Concern)	0	0	0.0
Community Center (P &	0	0	0.0

Jan 01, 2018 to Jan 30, 2018

1 of 2

R)			
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



Town of Surfside, FL

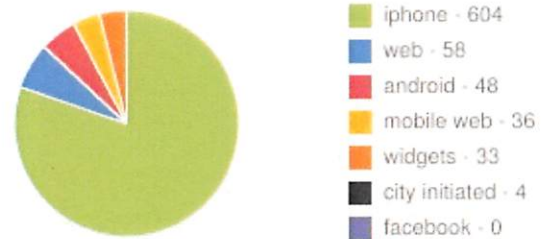
Between Jan 01, 2014 and Jan 30, 2018

783 requests were opened

770 requests were closed

The average time to close was 31.3 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	191	189	25.4
Beach Issue	122	122	26.0
Parking Issue	75	75	3.5
Police (Safety Concern)	73	73	8.7
Code Compliance (Violation)	84	73	49.2
Code Compliance (Safety Concern)	52	52	51.3
Street lights (PW)	39	39	173.1
Utilities (Water/Sewer) (PW)	23	23	10.9
Construction Issues	22	22	14.6
Drainage/Flooding (PW)	15	15	25.5
Solid Waste (Residential) (PW)	15	15	36.0
Dog Stations (P & R)	13	13	5.3
Barking Dog	12	12	20.0
96 Street Park (P & R)	10	10	3.2
Surfside Dog Park (P & R)	8	8	1.1

Community Center (P & R)	7	7	0.1
Pothole (PW)	5	5	31.7
Solid Waste (Commercial) (PW)	4	4	5.4
Hawthorne Tot-Lot (P & R)	4	4	5.2
Beach Patrol	3	3	0.7
Dead Animal	3	3	21.0
Graffiti (PW)	3	3	25.2
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

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

AS OF

December 31, 2017

25% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: February 13, 2018

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
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GENERAL FUND

REVENUE	\$ 7,870,270	\$14,598,096	54%
EXPENDITURES	3,553,812	\$14,598,096	24%
Net Change in Fund Balance	4,316,458		
Fund Balance-September 30, 2017 (Unaudited)	8,635,086 A		
Fund Balance-December 31, 2017 (Reserves)	\$ 12,951,544		

TOURIST RESORT FUND

REVENUE	\$ 73,954 B	\$1,081,553	7%
EXPENDITURES	311,130	\$1,081,553	29%
Net Change in Fund Balance	(237,176)		
Fund Balance-September 30, 2017 (Unaudited)	485,480		
Fund Balance-December 31, 2017 (Reserves)	\$ 248,304		

POLICE FORFEITURE FUND

REVENUE	\$ 12,620	\$78,192	16%
EXPENDITURES	9,754	\$78,192	12%
Net Change in Fund Balance	\$ 2,866		
Fund Balance-September 30, 2017 (Unaudited)	164,714		
Fund Balance-December 31, 2017 (Reserves)	\$ 167,580		

TRANSPORTATION SURTAX FUND

REVENUE	\$ 48,000	\$434,250	11%
EXPENDITURES	101,781	\$434,250	23%
Net Change in Fund Balance	(53,781)		
Fund Balance-September 30, 2017 (Unaudited)	457,730		
Fund Balance-December 31, 2017 (Reserves)	\$ 403,949		

BUILDING FUND

REVENUE	\$ 1,503,953	\$1,657,000	91%
EXPENDITURES	251,857	\$1,657,000	15%
Net Change in Fund Balance	1,252,096		
Fund Balance-September 30, 2017 (Unaudited)	1,805,195		
Fund Balance-December 31, 2017 (Reserves)	\$ 3,057,291		

CAPITAL PROJECTS FUND

REVENUE	\$ 306,977	\$1,552,911	20%
EXPENDITURES	57,069	\$1,552,911	4%
Net Change in Fund Balance	249,908		
Fund Balance-September 30, 2017 (Unaudited)	535,765		
Fund Balance-December 31, 2017 (Reserves)	\$ 785,673		

NOTES:

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

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

B. Resort Tax Revenues total collected through December 2017 is \$330,626 (\$112,413 is the Tourist Resort Fund and \$218,213. is the General Fund).

ENTERPRISE FUNDS	ACTUAL
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ANNUAL BUDGETED	% BUDGET
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WATER & SEWER FUND

REVENUE	\$ 797,001	\$3,677,158	22%
EXPENDITURES	677,999	\$3,677,158	18%
Change in Net Position	119,002		
Unrestricted Net Position-September 30, 2017 (Unaudited)	(498,265)		
Restricted Net Position	1,765,319 C1		
Unrestricted Net Position-December 31, 2017 (Reserves)	\$ 1,386,056 C2		

MUNICIPAL PARKING FUND

REVENUE	\$ 291,617	\$1,203,158	24%
EXPENDITURES	234,546	\$1,203,158	19%
Change in Net Position	57,071		
Unrestricted Net Position-September 30, 2017 (Unaudited)	821,473		
Unrestricted Net Position-December 31, 2017 (Reserves)	\$ 878,544		

SOLID WASTE FUND

REVENUE	\$ 517,516	\$1,767,886	29%
EXPENDITURES	480,172	\$1,767,886	27%
Change in Net Position	37,344		
Unrestricted Net Position-September 30, 2017 (Unaudited)	416,159		
Unrestricted Net Position-December 31, 2017 (Reserves)	\$ 453,503		

STORMWATER FUND

REVENUE	\$ 134,229	\$691,330	19%
EXPENDITURES	89,950	\$691,330	13%
Change in Net Position	44,279		
Unrestricted Net Position-September 30, 2017 (Unaudited)	3,772,536		
Restricted Net Position	347,140 C3		
Unrestricted Net Position-December 31, 2017 (Reserves)	\$ 4,163,955		

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 \$1,386,056 is the result of a change in current net position as of December 2017 of \$119,002, net position as of September 30, 2017 (unaudited) of (\$498,265), and also includes Restricted Net Position of \$1,765,319.

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


Mayte D. Gamiotea, Acting Finance Director


Guillermo Olmedillo, Town Manager

Town of Surfside
Fund Balance (Reserves)
12/31/2017

FUND	9/30/2015	9/30/2016	9/30/2017	12/31/2017
General	\$	5,905,726 \$	7,368,408 \$	8,635,086 \$
Tourist Resort		339,396	363,407	485,480
Police Forfeiture		113,431	141,755	164,714
Transportation Surtax		440,662	354,264	457,730
Building		-	-	1,805,195
Capital Projects		182,903	1,154,352	535,765
Water & Sewer		(2,705,871)	(2,827,890)	(498,265)
Municipal Parking		1,089,165	1,111,941	821,473
Solid Waste		340,391	245,941	416,159
Stormwater		4,051,768	3,392,370	3,772,536
Total	\$	9,757,571 \$	11,304,548 \$	16,595,873 \$
				24,496,399



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

TO: Town Commission

FROM: Lillian M. Arango, Town Attorney

CC: Guillermo Olmedillo, Town Manager

DATE: February 5, 2018

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

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

January 8, 2018 - Tourist Board Meeting

January 25, 2018 – Sustainability, Design Review Board and Planning & Zoning Board

February 5, 2018 – Tourist Board Meeting

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

Commission support:

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

Staff support:

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

Key issues:

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

- Negotiation and document drafting for several interlocal issues
- Various development and quasi-judicial applications
- Code of Ethics and Lobbying Code
- Roof Height Ordinance
- Freeboard Ordinance
- Sign Code Amendment Ordinance
- Various Urging Resolutions
- Amendments to the Town's Purchasing Code
- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Ethics Ordinance
- Driveway Modifications

- Ordinance Banning Plastic Bags
- Ordinance Banning Plastic Straws
- Solar Panel Permitting Ordinance
- Tourist Board Agreements
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Anti-Semitic Legislation

Litigation:

I have no new information to provide on any cases or claims at this time.

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



**TOWN OF SURFSIDE
PENSION BOARD MEETING**

Thursday, November 9, 2017 – 2:00 p.m.

9293 Harding Avenue - Town Hall – Commission Chambers

MINUTES

Pension Board Members

Guillermo Olmedillo
Sgt. Julio E. Torres
N. Abraham Issa
Yamileth “Yami” Slate-McCloud
Staci K. Shanahan

Town of Surfside Consultants

Burgess Chambers, Burgess Chambers & Associates
Grant McMurry, Highland Capital Management
Adam Levinson, Klausner & Kaufman
Mayte Gamiotea, Third Party Administrator
Frantza Duval, Recording Clerk

1. Call to Order and Roll Call

The meeting was called to order by Chair, Abraham Issa at 2:10pm.

All of the above noted Pension Board members and consultants were present with the exception of Staci Shanahan who was absent.

Also in attendance were Todd Wishnia from Highland Capital Management.

2. Approval of Minutes

a. Regular Pension Board Meeting – *August 4, 2017*

MOTION:

The Town of Surfside Pension Board recommended approval of the August 4, 2017 minutes for the regular board meeting as amended. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

3. Agenda Additions and Deletions

Abraham Issa added to the agenda his corrected invoice for reimbursement for the FPPTA conference.

4. Public Participation

None.

5. Reports and Updates

a. Burgess Chambers & Associates

Burgess provided an overview of the quarter ending September 30, 2017. During the quarter, the Retirement Plan earned \$655K or +3.2% (+3.1% net), ahead of the strategic model (+2.8%). The top three performing assets were: international (+6.9%), small-cap (+5.9%) and large-cap value (+4.5%). The outperformance was the result of a modest over-weight to domestic equities and strong relative performance from international. For the 12-month period, the Plan earned \$2.1 million or +11.0% (+10.6% net), ahead of the strategic model (+10.5%). For the rolling three and five-year periods, the Plan earned +7.3 and +8.7% and ranked in the top 26th and 43rd percentiles, respectively. Highland's large-cap value performance was ahead of its benchmark for the five-year period (+14.9% vs. +14.2%) and ranked in the top 27th percentile. Bentall Kennedy private Real Estate earned +6.5% for the one-year period.

b. Highland Capital

Todd Wishnia and Grant McMurray provided an overview of the Investment Review for the Quarter ending September 30, 2017. The best performing sector for the third quarter was Technology which gained 8.3%, followed by Energy with a gain of 6.8%.

c. Klausner & Kaufman

Adam Levinson provided an informational sheet about the National Association of State Retirement Administration (NASRA), which speaks on the proposed tax cut. It would subject certain investments of state and local government pension to the unrelated business income tax (UBIT). It could force the consideration of alternative and more costly investment structures in order to avoid being negatively impacted by the UBIT and may diminish investment earnings, which is critical to pension funding.

- **FRS Discount Rate**

Adam Levinson also spoke about the Florida Retirement System (FRS) discount rate. FRS will be lowering its discount rate ("investment earnings assumptions" or "assumed rate of return" from 7.6% to 7.5%. The financial impact for the 2018-2019 State budget will be \$124 million, which does not include the cost to counties or local government that participate in FRS. Adam Levinson also advised that local plans are required to use the FRS mortality tables within two years after adoption by FRS. The next FRS experience study will be released after June 30, 2018. Any revisions to the FRS mortality tables will be reflected in the 2019 FRS valuation, which would be expected in December of 2019.

- **PERC Decision**
Adam Levinson provided information on The Florida Public Employees Relations Commission (PERC). Adam Levinson advised that the remedy for a violation of the financial urgency statute is no different than any other unfair practice- returning the parties to the way things were before the unlawful act. PERC has confirmed that the parties should be returned to the status quo ante (“the way things were before”) on the day prior the effective date of the unlawful action.

6. Administrator

a. 2016 Annual Reports

Mayte Gamiotea presented the memorandum advising that the Florida Department of Management Services have reviewed and approved the 2016 Annual Report (s) for the Surfside Police Officers & General Employees’ Pension Plan.

b. Yamileth Slate- McCloud – CPPT Certification

Mayte Gamiotea presented Yamileth Slate- McCloud’s Certified Public Pension Trustee (CPPT) Certification. Yamileth Slate-McCloud thanked the Board for the opportunity and reminded the Board that the re-certification courses will take place in January 2018.

c. Pension Recognition

Mayte Gamiotea presented the Board with the 2017 Public Pension Standards Award for Funding and Administration. Yamileth Slate-McCloud advised that the award recognition was added to the November 14, 2017 Town Commission agenda.

d. Refund Contributions

• Lasonya Nixon	Separation Date: 8/25/17	\$13,538.94
• Lucson Dervil	Separation Date: 9/1/2017	\$5,052.45

MOTION:

The Town of Surfside Pension Board recommended approval of the refund contribution for Lasonya Nixon & Lucson Dervil. Guillermo Olmedillo moved; Yamileth Slate-McCloud second. The motion passed unanimously.

e. Retirement Benefits

- **Ian Leonard** Retirement Date: 10/1/2017

Yamileth Slate-McCloud advised that since the proposed ordinance hasn’t been approved Mr. Leonard hasn’t selected his retirement benefits. The selection amount between the current and proposed ordinance are significantly different. Guillermo Olmedillo suggested paying him the current amount and then paying the difference upon adoption by the Commission. Adam Levinson reiterated paying him under the current Ordinance and then paying him retroactively as of October 1, 2017 once the ordinance passes.

- **Donald Nelson** Retirement Date: 10/1/2017

Mayte Gamiotea advised that Mr. Nelson's collection of benefits starts March 1, 2019.

f. DROP Benefits

Antonio Mesa – 20% Balance Due for DROP \$31,377.18

Mayte Gamiotea advised that Antonio Mesa is due his 20% balance from the DROP program.

MOTION:

The Town of Surfside Pension Board recommended approval of Antonio Mesa's DROP balance in the amount of \$31,377.18. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

7. Approval of Invoices

a. Abraham Issa

• Invoice #80962866	10/8/2017	\$599.90
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*** Abraham Issa corrected invoice amount is \$900.14, which reflects his mileage that wasn't previously included.**

b. Burgess Chambers & Associates

• Invoice #17-290	9/7/2017	\$6,250.00
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c. Frantza Duval

• Invoice #17-05	11/4/2017	\$731.25
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d. Highland Capital

• Invoice #16742	10/4/2017	\$9,781.12
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e. Klausner & Kaufman

• Invoice #20420	7/31/2017	\$570.00
• Invoice #20554	8/30/2017	\$1,852.50
• Invoice #20695	9/28/2017	\$1,208.75
• Invoice #20835	10/31/2017	<u>\$3,505.50</u>

Total		\$7,136.25
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f. Mayte Gamiotea

• Invoice #17-05	11/3/2017	\$4,342.50
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g. SunTrust Bank

• Invoice #6895223	10/31/2017	\$5,791.43
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h. Town of Surfside

• Invoice #101317	10/13/2017	\$100.00
• Invoice #10478	10/24/2017	\$600.00
• Invoice #23629	6/7/2017	\$650.00
Total		\$1,350.00

i. Yamileth Slate-McCloud

• Invoice #101317	10/13/17	\$407.23
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MOTION:

The Town of Surfside Pension Board recommended approval of the invoices as presented by Mayte Gamiotea. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

8. New/Old Business

Abraham Issa inquired about the forms that were to be finalized. Mayte Gamiotea advised that to date she has not received any feedback/forms from SunTrust. Mayte Gamiotea advised that she did get feedback from Larry Wilson of Gabriel Roeder. Yamileth Slate-McCloud clarified that Lisa Allen from SunTrust did provide feedback regarding the verbiage, which she has since forwarded to Adam Levinson. Yamileth Slate-McCloud read for the record an email sent from Lisa Allen of SunTrust:

*"Mayte,
It was a pleasure meeting you in person.*

Below is the information I have found regarding a beneficiary without a SSN.

For those individuals that don't have or aren't eligible for a SSN, they would complete a W-7 to the IRS to get a tax ID. Then the W-8BEN should be completed and mailed to SunTrust for validation.

Use Form W-7 for the following purposes. To apply for an ITIN. An ITIN is a nine-digit number issued by the IRS to individuals who are required for federal tax purposes to have a U.S. taxpayer identification number but who don't have and aren't eligible to get a social security number (SSN).

I would suggest the following verbiage:

**A Social Security Number MUST be provided for beneficiaries who are living in the United States. For beneficiaries who are not living in the United States, please complete a W-7 to obtain a tax id."*

Abraham Issa advised that the verbiage that Lisa Allen provided didn't make any sense. Adam Levinson suggested that Yamileth Slate-McCloud send him a copy of the email and attachments for him to review. Abraham Issa suggested that the form read that if you're out of the country and don't have a social security number then the W-7 needs to be completed. Adam Levinson advised other than Abraham's suggestion he is okay with the form. Yamileth Slate-McCloud stated to Adam Levinson that Larry Wilson made corrections to Adam Levinson's previous corrections. Adam Levinson advised that he is okay with any changes that Larry Wilson may have. Yamileth Slate-McCloud advised that the final form has to come from the attorney's taking into consideration the feedback

from Larry Wilson and SunTrust. Adam Levinson advised that he'll take both edits and create the final form.

9. Trustees' Comments/Concerns

10. Next Regular Scheduled Meeting Date

February 6, 2018 (Tuesday) 2:00pm

11. Adjournment

There being no further business to come before the Board, the meeting unanimously adjourned at 4:09pm with the motion made by Yamileth Slate McCloud; receiving a second from Guillermo Olmedillo.

Accepted this 6 day of February, 2018

N. Abraham Issa
Member (Print)
N. Abraham Issa
Signature

Attest:
Frantza Duval
Recording Clerk



Town of Surfside

TOURIST BOARD MEETING MINUTES

December 4, 2017 – 5:30 p.m.

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

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Chair Barbara Cohen at 5:38 p.m.

The following were present: Chair Barbara Cohen
Secretary Meischeid
Board member Jeff Lehman

Absent: Vice Chair Weiss
Board member Charles Ness

Also present: Vice Mayor Barry Cohen, Commission Liaison
Guillermo Olmedillo, Town Manager
Duncan Tavares, Assistant Town Manager
Lindsay Fast, Tourism Director
Mitch Bierman, Town Attorney
Elora Riera, Deputy Clerk

2. Welcome – Chair Barbara Cohen

Chair Barbara Cohen welcomed everyone to the meeting.

3. Approval of Minutes: November 6, 2017

Board member Lehman made a motion to approve the minutes. Secretary Meischeid seconded the motion and all voted in favor.

4. A/R (Resort Tax)

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

Secretary Meischeid commented that September was low due to Hurricane Irma.

Tourism Director Fast reminded the Board that the accounts receivables for the resort tax for FY16-17 through October will be available at the end of November.

Chair Barbara Cohen stated that she read something about travelers not coming to the United States and she is unsure why but it will be something that will need to be monitored.

Tourism Director Fast commented that based on her conversations with the local hotels, everything is pretty much full for Art Basel.

Discussion Items

5. Post Hurricane Marketing Activities Update

This item was discussed after agenda item #7.

Tourism Director Fast reported that after the November 14th Town Commission meeting, the Board was granted approval for the \$115,000 of the reserve fund to be moved to the FY 2017/2018 budget for use of three marketing activities, including Uptown Beachtown Campaign Photoshoot, Conde Nast Traveler Digital Package, and Paddletopia event.

Discussion ensued regarding the Paddletopia event.

6. Post Irma Acknowledgment of Hotel Staff – Final Update

Tourism Director Fast gave a final update and small presentation of the acknowledgment that was done for the local hotel staff members. The acknowledgments took place in October and November and included ice cream and/or breakfast to the staff members. Between the four hotels, over 500 employees were acknowledged and the cost was under \$650.00.

7. Sister Cities

Tourism Director Fast reported that Board member Lehman has come forward to assist with this project. He brings past experience and contacts from working with the Sister Cities program in Miami Beach. The plan is for Mr. Lehman to work with her and Assistant Town Manager Tavares to help manage the project and put together an exploratory task force to examine other Sister Cities Programs.

Board member Lehman commented that this is a great idea and he is excited to help although it will be dependent upon the participation of the townsfolk and getting people interested.

Discussion ensued regarding the Sister Cities project in Miami Beach.

Chair Barbara Cohen advised the Board that Indulge Magazine featured an article about our Mayor and it was very nice and they are proud of him.

8. Tourism Business Enhancement Program Proposal

Tourism Director Fast reported that this item was something Commissioner Karukin mentioned at their Town Commission meeting in November. She envisions this program as a marketing and learning opportunity as well as providing the local businesses with partnership opportunities with Visit Surfside. She also would like to see a social media training and a brainstorming session. It will be an opportunity for the businesses to bring their thoughts and ideas to the Town so that the Town can better partner with them. This program is tentatively being looked at for January.

9. Resident Outreach / Tourism Education

Tourism Director Fast stated that Commissioner Karukin had also mentioned during the November 14th Town Commission meeting that he would like to see something geared towards the residents and getting them on board with the tourism efforts. She is looking to have an educational piece in the Gazette for January.

Board member Lehman commented that it would be a good idea to help the residents understand the dollars coming from the general fund for Town events are actually being paid for with Resort Tax dollars.

10. Enhancement of Tourism (Tourism Facilities)

Tourism Director Fast commented that at the November 14th Town Commission meeting, Commissioner Paul mentioned the topic of enhancement of Tourism facilities and how to add to our own community from a Tourism perspective. She would like to get ideas from the Board possibly for the following year since the Board is aware of the availability of funds for contingencies this year.

Chair Barbara Cohen stated that whenever she sees people who seem to not know where to go, she speaks with them. She urged residents to be friendly with the tourists if possible because it makes them feel good.

Secretary Meischeid suggested selling towels, bottles, and items of the like that have the Surfside logo on them be sold in Town.

Discussion ensued regarding selling Surfside merchandise. Tourism Director Fast said it is something that can be looked into.

Assistant Town Manager Tavares stated that the Town Commission is looking for the Board to come up with ideas on what to pursue with the tourism enhancement and educational outreach. For the tourism enhancement, it is really more of what the tourism dollars, not just the 34% but maybe there is a recommendation for the 66%, on enhancing the experience in the destination and not just the ability to purchase something. He suggested to somehow look at the overall Town and come up with ideas. If not through this Boards budget, maybe the Town Commission looks at it from a larger budgetary prospective. He also recommended looking at larger vision items and quality of life enhancements.

Secretary Meischeid asked if the Town Commission provided an example. Assistant Town Manager Tavares responded that to some degree, they mentioned focusing on the beach.

Board Member Lehman recommended something on the beach so that it is a "breath of fresh air".

Discussion ensued regarding ways to enhance the tourism experience on a larger level such as maintaining the walking path on the beach and the dunes.

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

Chair Barbara Cohen advised the Board of the next meeting. She would like for all five members who were appointed to the Board to be attending the meetings and giving more of an effort or else she believes that the rules in selecting members need to be changed.

Discussion ensued regarding the rules and procedures of the Board specifically pertaining to attendance. Board member Lehman would like this to be added to the agenda for discussion at the next meeting. Also discussed was the work being done by the Board.

Board member Lehman would like to request that the agenda items have small descriptions for informational purposes. He would also like to have a monthly recap of what staff has completed or worked on so that the Board is aware and up to date.

12. Public Comments

George Kousoulas spoke regarding meeting attendance and the work being done by the Board. Commissioner Michael Karukin spoke regarding meeting attendance and the work being done by the Board. Commissioner Karukin spoke about the possibility of receiving data about each Commissioner's appointee's attendance.

13. Adjournment

Secretary Meischeid made a motion to adjourn the meeting. Board member Lehman seconded the motion and all voted in favor.


The meeting adjourned at 6:33 p.m.

Respectfully submitted:

Accepted this 8th day of January, 2018


Barbara Cohen, Chair

Attest:


Elora Riera, CMC
Deputy Clerk



Town of Surfside

TOURIST BOARD MEETING MINUTES

January 8, 2018 – 5:30 p.m.

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

Opening Items:

1. Call to Order/Roll Call

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

The following were present:

Chair Barbara Cohen
Secretary Marianne Meischeid
Board Member Jeff Lehman
Board Member Charles Ness

Absent:

Vice Chair Jessica Weiss*

Also present:

Vice Mayor Barry Cohen, Commission Liaison
Guillermo Olmedillo, Town Manager
Duncan Tavares, Assistant Town Manager
Lindsay Fast, Tourism Director
Mitch Bierman, Town Attorney
Frank Trigueros, Marketing & Special Projects Coordinator
Elora Riera, Deputy Town Clerk

2. Welcome – Chair Barbara Cohen

Chair Barbara Cohen welcomed everyone to the meeting. She mentioned the following items:

- Introduced Frank Trigueros as the new Marketing and Special Projects Coordinator for the Town.
- Thanked Public Works Director Randy Stokes and Assistant Public Works Director Hector Gomez for the holiday light show that takes place every night.
- Read an excerpt that Tourism Director Fast wrote in the Town Gazette.

3. Approval of Minutes: December 4, 2017

Board Member Lehman made a motion to approve the minutes. Secretary Meischeid seconded the motion and all voted in favor.

4. A/R (Resort Tax)

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

Discussion Items

5. Quarterly Update: Jacober Creative + Tourism Director will present Q1 actions + results

*Vice Chair Weiss arrived at 5:37 p.m.

Luisa Jimenez of Jacober Creative and Tourism Director Fast presented the first quarter actions and results.

Ms. Jimenez and staff answered questions the Board Members had pertaining to the quarterly update.

6. Sister Cities: Update by Jeff Lehman

Board Member Lehman commented that there is an upcoming business enhancement program at the end of January and he hopes that it will engage interest in the Sister Cities program. He and Tourism Director Fast have done a lot of research and hope to engage with the local businesses and residents.

Tourism Director Fast commented that the Business Enhancement program is an item later on the agenda which would require a motion to move forward and she will discuss it more in depth at that time.

7. Third Thursdays: January 18th Block Party Update & Sand Sculpture Proposal by Creative State

Tourism Director Fast provided the Board with an update for the upcoming Third Thursdays event. She commented that the food, music and games are lined up and ready for the event and hopes to see everyone there.

Tourism Director Fast advised the Board of a sand sculpture idea that she is proposing to promote the Town and the upcoming Third Thursdays event and future events. It is outside of the budget that has already been approved and therefore would require approval from the Board.

Lindsay McCallister and David Wilson of Creative State provided an overview of the sand sculpture proposal. The proposal includes two sculptures; one that would be made in January and the second one in March which would cover the four-month period of the Third Thursdays events. The proposal includes the building of the sculptures, two repair visits, and accommodations for the staff to build and repair the sculptures.

Board Member Lehman had some promotional inquiries. Tourism Director Fast commented that this project will be promoted through all of the Town's social media channels and through the hotels.

Secretary Meischeid asked if there are funds available in the budget and Tourism Director Fast replied affirmatively. Discussion followed.

Secretary Meischeid made a motion to approve the total requested amount of \$4,500 for the two sand sculptures and any changes can be addressed at a later time. Vice Chair Weiss seconded the motion which carried 5-0.

8. Surfside Merchandising: Investigating Beanstalk, consulting firm specializing in license management as well as retail partnerships

Tourist Director Fast advised the Board that Beanstalk is a consulting firm and they specialize in the expansion of brands. After some discussion on merchandising, the firm requested very specific product information for what the Town is looking for.

Tourism Director Fast does not believe that there are enough funds in the budget for this year but stated that it is something that can be discussed in depth with the Board for the future to be able to provide information to the firm in order to get a more specific pricing based on the Boards requests.

Secretary Meischeid commented that some popular merchandise items are coffee mugs, beach towels and water containers.

Vice Chair Weiss asked where the merchandise would be sold and Tourism Director Fast replied that the merchandise would be sold through the local retailers at this time but the firm could provide a different recommendation based on their research.

Tourism Director Fast stated that she will continue the conversation with the firm and mention the three items suggested by Secretary Meischeid.

9. Tourism Facility: Ideas are welcome for adding/creating additional tourism facilities/beautification to the Town

Board Member Ness suggested enhancing the beach to add beautification to the Town.

Discussion ensued regarding enhancing the beach and the landscaping of the beach area.

Assistant Town Manager Tavares advised the Board that the Town has a Sustainability Subcommittee which is currently discussing the dune management of the beach. He provided some history on how the Town had looked into improving the beach and dunes and the costs that were involved with those projects.

10. Tourism Education: Brainstorm ideas for additional ideas

Tourist Director Fast commented that there is a new section in the Gazette geared towards Tourism and requested some additional ideas or recommendations from the Board.

Board Member Lehman commented that in addition to letting the residents know what the Board does from a tourism standpoint, it would be beneficial to advise the residents of the dollars that are coming into the Town from tourism and how it is benefiting them.

Vice Chair Weiss questioned why the Town doesn't have lifeguards. She believes it would tie into adding tourism facilities and beautification to the Town. Tourism Director Fast commented that lifeguards are a part of the 66% that goes to the Community Center. There is one lifeguard at the Community Center pool and one at the beach which are paid for from the resort tax fund.

Assistant Town Manager Tavares stated that there is some funding in the development order of two properties but it is not to sustain an extra lifeguard stand. He also stated that this has always been a topic of discussion during the budgetary process.

To answer Board Member Lehman's question regarding moving the lifeguard stands proposal forward, Assistant Town Manager Tavares stated that the Board can recommend this to the Parks and Recreation Committee to look into and to try and move it forward. He suggested that a member of the Tourist Board attend the Parks and Recreation Committee meeting as a representative to answer any questions that the Committee may have.

Secretary Meischeid made a motion to recommend that the Parks and Recreation Committee look into acquiring an additional lifeguard stand and the management of it. Board Member Lehman seconded the motion and all voted in favor.

Board Member Lehman requested that the recommendation of the lifeguard stand and management of it be included in the Gazette. Tourism Director Fast suggested on waiting for input from the Parks and Recreation Committee to ensure that there are funds available for this proposal so that it does not mislead the residents.

11. Tourism Business Enhancement Program: January 31st 1-hour training program offered to local business owners to provide marketing opportunities, marketing and social media training as well as idea exchange

Tourism Director Fast provided an overview of this item and would like to get feedback about this program from the Board.

Discussion ensued regarding the invitation to the business owners versus property owners. The intention of the program is to get the business owners to stay in Town.

Assistant Town Manager Tavares commented that the Town is constantly in contact with the business owners to discuss the downtown area and there is an agenda item on the Town Commissions agenda for their meeting tomorrow night to discuss engaging the downtown property owners.

Chair Barbara Cohen encouraged the Board to attend this training program.

Vice Mayor Cohen commented that this is a great program and he would love to see this program grow.

Board Member Lehman made a motion to approve and hold the business enhancement program on January 31st. Board Member Ness seconded the motion which carried 5-0.

12. Shoreside Saga by Salem K/ Theatre (non-for-profit): Sponsorship Opportunity for radio comedy performance at the Community Center in March. Cost: \$1,200

Pamela Salem provided an overview of the theatre performance and what the performance entails and answered questions from the Board.

Secretary Meischeid made a motion to pass the Shoreside Saga performance. Vice Chair Weiss seconded the motion and all voted in favor on voice vote.

13. Board Member Attendance: Item requested from last meeting

Chair Barbara Cohen was happy to see that all members were in attendance tonight and hope it continues.

Board Member Lehman commented that he requested this item but he is happy to see a full quorum.

14. Next Tourist Board Meeting: Monday, February 5, 2018 at 5:30pm

Chair Barbara Cohen advised the Board that the next meeting is on February 5, 2018 at 5:30pm.

15. Public Comments

George Kousoulas of 9225 Collins Avenue spoke regarding landlords and tenants. Marvin Kirsh from Toronto, Canada and a resident of the Solimar Condominium spoke regarding amending a law to allow Canadians to travel to America more frequently.

16. Adjournment

There being no further business to discuss, Secretary Meischeid made a motion to adjourn the meeting. Board Member Lehman seconded the motion and all voted in favor.

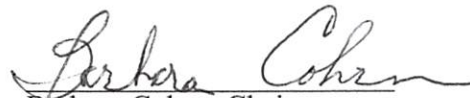
The meeting adjourned at 7:10 p.m.

Respectfully submitted:

Accepted this 5th day of February, 2018

Attest.


Elora Riera, CMC
Deputy Town Clerk


Barbara Cohen, Chair



Town of Surfside Commission Communication

Agenda Item # 3E

Agenda Date: February 13, 2018

Subject: Limousines of South Florida, Inc. Municipal Bus Services Renewal

Background: The Town entered into an agreement with Limousines of South Florida, Inc. (LSF) for Municipal Bus Services in 2006 for a mini-bus service. This agreement was based on a competitively bid review process completed by Bal Harbour. Since then the Surfside agreement was amended and extended in April 2010 and November 2012.

Analysis: As the existing agreement is presently on a month to month basis through February 15, 2018, a new agreement is required and presented as Exhibit A. The agreement continues the existing service for an additional three (3) year term through February 15, 2021 and amends the rate for Services based on the contract dated March 2, 2015 entered into by LSF with the City of Aventura under procurement Bid No. 14-09-15-2. The Town retains the right to terminate with or without cause, for any reason, upon ninety (90) days advance notice. LSF will be providing a new bus for the route.

The recently approved Interlocal Memorandum of Understanding between Surfside, Bal Harbour and Bay Harbor Islands for the retention of the Lehman Center for Transportation Research at Florida International University (Lehman Center) facilitates the assessment of the tri-community's existing services. This effort will facilitate a more coordinated shuttle bus service by providing recommendations on the transit routes. These recommendations will be brought back for Town Commission consideration upon completion of the assessment.

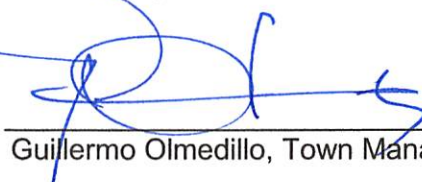
Any changes to this agreement with LSF based on the recommendations from the Lehman Center can be addressed if adopted by the Town Commission at that time.

Budget: The new agreement amends the rate from \$40.76 per hour to \$54.00 for ten (10) service hours per day Monday through Friday and five and a half (5.5) service hours on Saturdays and holidays. This initiative is funded through the Citizens Independent Transportation Trust.

Staff Impact: N/A.

Recommendation: It is recommended the attached Resolution be approved to authorize the Town Manager to execute the renewal with Limousines of South Florida, Inc.


Mayte Gamio, Acting Finance Director


Guillermo Olmedillo, Town Manager

RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING THE THIRD
AMENDMENT TO THE AGREEMENT WITH
LIMOUSINES OF SOUTH FLORIDA, INC. FOR
MUNICIPAL BUS SERVICES; PROVIDING FOR
AUTHORIZATION AND IMPLEMENTATION OF THE
AMENDMENT; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, on February 2, 2006, the Town of Surfside (the “Town”) entered into an Agreement with Limousines of South Florida, Inc. (“Contractor”) for Municipal Bus Services (“Agreement”), for mini-bus services within the Town and neighboring municipalities; and

WHEREAS, the Agreement was amended and extended by First Amendment dated April 13, 2010, Contract Amendment No. 1 dated November 13, 2012 and the Renewal/Amendment dated November 15, 2017 (the “Second Amendment”), which temporarily extended the term on a month-to-month basis; and

WHEREAS, the Town and Contractor wish to further amend the Agreement as set forth in the Third Renewal/Amendment to the Agreement attached hereto as Exhibit “A” (the “Third Amendment”), in order to extend the term of the Agreement for an additional three (3) year term through November 15, 2021, amend the hourly rate for services consistent with the rates paid by the City of Aventura for similar bus services procured under Bid No. 14-09-15-2 and contract dated March 2, 2015, and add or amend other provisions applicable to municipalities; and

WHEREAS, pursuant to Section 3-13(3) of the Town’s Purchasing Code, the increase in rates set forth in this Third Amendment is exempt from competitive bidding procedures as the rate is based on a competitive procurement obtained by another governmental agency, the City of Aventura, under Bid No. 14-09-15-2 and contract dated March 2, 2015; and

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

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

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

Section 2. Approval and Authorization. The Third Amendment between the Town and Contractor, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The

Town Commission authorizes the Town Manager to execute the Third Amendment on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

Section 3. **Implementation.** The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Third Amendment.

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

PASSED AND ADOPTED this 13th day of February, 2018.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC,
Town Clerk

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

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

THIRD RENEWAL/AMENDMENT TO AGREEMENT

TOWN OF SURFSIDE

AND

LIMOUSINES OF SOUTH FLORIDA, INC.

MUNICIPAL BUS SERVICES

THIS THIRD RENEWAL/AMENDMENT TO AGREEMENT (this "Third Amendment") is entered into as of February 15, 2018 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **LIMOUSINES OF SOUTH FLORIDA, INC.**, a Florida corporation (hereinafter the "Contractor").

WHEREAS, the Town and Contractor entered into that certain Agreement for Municipal Bus Services dated February 2, 2006 (the "Agreement"), for mini-bus services within the Town and neighboring municipalities (the "Services"); and

WHEREAS, the Agreement was amended and extended by First Amendment dated April 13, 2010 and Contract Amendment No. 1 dated November 13, 2012, which extended the term of the Agreement through November 16, 2017; and

WHEREAS, the Town and Contractor temporarily extended the Term of the Agreement on a month-to month basis, commencing with the monthly term from November 16, 2017 through December 16, 2017 (the "Second Amendment"), and providing the Town with the option of additional month- to month renewals upon 10 days' advance written notice to Contractor; and

WHEREAS, the Town and Contractor wish to further extend the Term of the Agreement, commencing February 15, 2018 for an additional three (3) year term through November 15, 2021, and amend the rate for Services based on the contract dated March 2, 2015 entered into by Contractor with the City of Aventura under procurement Bid No. 14-09-15-2; and

WHEREAS, the Town and Contractor further wish to set forth requirements concerning ownership and access to records as well as public records requirements for the Services, as set forth in Section 3 herein; and

WHEREAS, the Town and Contractor further wish to set forth legal and licensing compliance requirements, as set forth in Section 4 herein.

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

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

2. **Extension/Renewal of Term; Termination.** Section 12 (Term) of the Agreement is hereby amended to extend or renew the Term of the Agreement for an additional three (3) year term from February 15, 2018 through February 15, 2021. The Town shall have the right to terminate the Agreement without cause, and for any reason whatsoever, upon 90 days advance notice to the Contractor. In the event of such termination, the Town shall be obligated to the Contractor for the pro-rated fee compensation incurred to the termination date.

3. **Rates and Fees for Services.** Section 12 of the Agreement is hereby amended to provide that in return for satisfactory performance of the Services provided by Contractor, the Town agrees to pay Contractor a rate of \$54.00 per hour for the Term. The Town shall not be responsible for the payment of any other monies to the Contractor under the Agreement, except as specifically provided for in the Agreement. Said rate is the same and consistent with the rates paid by the City of Aventura for bus services, procured under Bid No. 14-09-15-2, and contract dated March 2, 2015.

4. **Ownership and Access to Records; Public Records.**

4.1 Contractor acknowledges that all reports or similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

4.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

4.3 Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

4.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or

created in connection with this Agreement are and shall remain the property of the Town.

- 4.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 4.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 4.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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

**Custodian of Records: Sandra Novoa, MMC
Town Clerk
Mailing address: 9293 Harding Avenue
Surfside, Florida 33154
Telephone number: (305) 861-4863 Ext. 226
Email: snovoa@townofsurfside.fl.gov**

5. **Compliance with Laws and Licensures.** The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities and shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

6. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Third Amendment and the terms and provisions of the

Agreement and any prior amendments, the terms and provisions of this Third Amendment shall control.

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

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

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida
municipal corporation

By: _____
Guillermo Olmedillo, Town Manager

Date Executed: _____

Attest:

Town Clerk

Approved as to Legal Form and
Leal Sufficiency:

Town Attorney

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

CONTRACTOR:

Witnesses:

LIMOUSINES OF SOUTH FLORIDA, INC., a
Florida corporation

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____

THIRD RENEWAL/AMENDMENT TO AGREEMENT

TOWN OF SURFSIDE

AND

LIMOUSINES OF SOUTH FLORIDA, INC.

MUNICIPAL BUS SERVICES

THIS THIRD RENEWAL/AMENDMENT TO AGREEMENT (this "Third Amendment") is entered into as of February 15, 2018 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **LIMOUSINES OF SOUTH FLORIDA, INC.**, a Florida corporation (hereinafter the "Contractor").

WHEREAS, the Town and Contractor entered into that certain Agreement for Municipal Bus Services dated February 2, 2006 (the "Agreement"), for mini-bus services within the Town and neighboring municipalities (the "Services"); and

WHEREAS, the Agreement was amended and extended by First Amendment dated April 13, 2010 and Contract Amendment No. 1 dated November 13, 2012, which extended the term of the Agreement through November 16, 2017; and

WHEREAS, the Town and Contractor temporarily extended the Term of the Agreement on a month-to month basis, commencing with the monthly term from November 16, 2017 through December 16, 2017 (the "Second Amendment"), and providing the Town with the option of additional month- to month renewals upon 10 days' advance written notice to Contractor; and

WHEREAS, the Town and Contractor wish to further extend the Term of the Agreement, commencing February 15, 2018 for an additional three (3) year term through November 15, 2021, and amend the rate for Services based on the contract dated March 2, 2015 entered into by Contractor with the City of Aventura under procurement Bid No. 14-09-15-2; and

WHEREAS, the Town and Contractor further wish to set forth requirements concerning ownership and access to records as well as public records requirements for the Services, as set forth in Section 3 herein; and

WHEREAS, the Town and Contractor further wish to set forth legal and licensing compliance requirements, as set forth in Section 4 herein.

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

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

2. **Extension/Renewal of Term; Termination.** Section 12 (Term) of the Agreement is hereby amended to extend or renew the Term of the Agreement for an additional three (3) year term from February 15, 2018 through February 15, 2021. The Town shall have the right to terminate the Agreement without cause, and for any reason whatsoever, upon 90 days advance notice to the Contractor. In the event of such termination, the Town shall be obligated to the Contractor for the pro-rated fee compensation incurred to the termination date.

3. **Rates and Fees for Services.** Section 12 of the Agreement is hereby amended to provide that in return for satisfactory performance of the Services provided by Contractor, the Town agrees to pay Contractor a rate of \$54.00 per hour for the Term. The Town shall not be responsible for the payment of any other monies to the Contractor under the Agreement, except as specifically provided for in the Agreement. Said rate is the same and consistent with the rates paid by the City of Aventura for bus services, procured under Bid No. 14-09-15-2, and contract dated March 2, 2015.

4. **Ownership and Access to Records; Public Records.**

4.1 Contractor acknowledges that all reports or similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

4.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

4.3 Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

4.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or

created in connection with this Agreement are and shall remain the property of the Town.

- 4.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 4.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 4.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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

**Custodian of Records: Sandra Novoa, MMC
Town Clerk
Mailing address: 9293 Harding Avenue
Surfside, Florida 33154
Telephone number: (305) 861-4863 Ext. 226
Email: snovoa@townofsurfside.fl.gov**

5. **Compliance with Laws and Licensures.** The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities and shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

6. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Third Amendment and the terms and provisions of the

Agreement and any prior amendments, the terms and provisions of this Third Amendment shall control.

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

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

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida
municipal corporation

By: _____
Guillermo Olmedillo, Town Manager

Date Executed: _____

Attest:

Town Clerk

Approved as to Legal Form and
Leal Sufficiency:

Town Attorney

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

CONTRACTOR:

Witnesses:

LIMOUSINES OF SOUTH FLORIDA, INC., a
Florida corporation

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____



Town of Surfside Commission Communication

Agenda Item # 3F

Agenda Date: February 13, 2018

Subject: Installation and Service Agreement with Triad Security Group, Inc.

Background: The existing access control system for Town Hall is over fifteen years old and is in need of replacement. A new upgraded system will provide security at all access doors to Town Hall, improved card reader access, data backup and will meet changes required to meet today's security needs.

Three bids were requested from vendors and the costs are listed as follows:

- ATCi Communications, Inc. \$48,432.00
- Triad Security Group, Inc. \$24,959.51
- Streamline Voice & Data, Inc. \$24,934.00

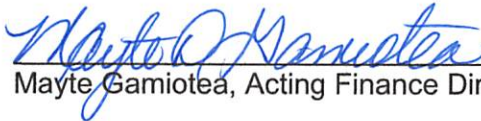
Analysis: The Town solicited three (3) bids for the work and conducted a good faith review of available sources as to price, delivery and terms. Triad Security Group, Inc. (Triad) was selected as the most responsive and responsible vendor to provide the necessary equipment, implementation assistance and service support. Therefore, the Administration wishes to waive formal competitive bidding for the work pursuant to Section 3-12 of the Town's Purchasing Code and finds that it is in the best interests of the Town to expeditiously obtain the goods and services and ensure security and access control at Town Hall from Triad.


The agreement with Triad (Exhibit A) includes the service support (annual licensing and all upgrades) for the new control system for three (3) years renewable for consecutive one (1) year terms at \$147.00 per month.

Budget: Cost of installation (hardware and software) inclusive of service support, is \$26,062.01 for Fiscal Year 2017/2018. This item was approved in the Fiscal Year 2017/2018 Budget under New Capital Outlay Request at \$27,911. Therefore, there is a savings of \$1,848.99 from the originally budgeted cost.

Staff Impact: N/A.

Recommendation: It is recommended the attached Resolution be approved to authorize the Town Manager to execute the Agreement with Triad Security Group, Inc. as identified.


Mayte Gamio, Acting Finance Director


Guillermo Olmedillo, Town Manager

RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING THE
INSTALLATION AND SERVICE AGREEMENT WITH
TRIAD SECURITY GROUP, INC. FOR AN ACCESS
CONTROL SYSTEM AT TOWN HALL; PROVIDING FOR
AUTHORIZATION AND IMPLEMENTATION OF THE
AGREEMENT; PROVIDING FOR WAIVER OF
COMPETITIVE BIDDING PROCEDURES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside (“Town”) has an existing access control system at Town Hall, which access control system is in need of updating and replacement in order to better secure the property and access thereto; and

WHEREAS, Triad Security Group, Inc. (“Contractor”) currently services the existing access control system at Town Hall and has agreed to provide and install new software and hardware equipment, and service such system, as provided for in the Installation and Service Agreement, together with Addendum, attached hereto as Exhibit “A” (“Agreement”); and

WHEREAS, the Town solicited three (3) bids for the work and conducted a good faith review of available sources as to price, delivery and terms, and wishes to waive formal competitive bidding for the work pursuant to Section 3-12 of the Town’s Purchasing Code and finds that it is in the best interests of the Town to expeditiously obtain the goods and services and ensure security and access control at Town Hall; and

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

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

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

Section 2. **Approval and Authorization; Waiver of Competitive Bidding.** The Agreement between the Town and Contractor, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency. The Town Commission waives competitive bidding procedures pursuant to Section 3-12 of the Town’s Purchasing Code, upon

the recommendation of the Town Manager, and finds that such waiver is in the best interests of the Town in order to expeditiously provide security and access control to Town Hall.

Section 3. **Implementation.** The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

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

PASSED AND ADOPTED this 13th day of February, 2018.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC,
Town Clerk

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

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

TRIAD SECURITY GROUP — FIRE & BURGLAR ALARMS

9305 Old Orchard • Davie, Florida 33328 • 954-364-7436

EF20000612

INSTALLATION & SERVICE AGREEMENT

1. This agreement is made and entered into this 21st day of DECEMBER, 20 17 between **TRIAD SECURITY** hereinafter referred to as "Contractor", and TOWN OF SURFSIDE TOWN HALL hereinafter referred to as "Subscriber."

2. The Contractor hereby agrees to install and service, during the term of this Agreement, at the premises of the Subscriber located at CITY HALL, 9293 HARDING AVENUE, SURFSIDE, FL 33154 ACCESS CONTROL SYSTEM system as described in the Schedule of Protection.

3. Schedule of Protection

UPGRADE ACCESS CONTROL SOFTWARE AND HARDWARE
PER ESTIMATE # 4974. PROVIDE AND INSTALL NEW
EQUIPMENT AS DESCRIBED IN ESTIMATE.
50% DEPOSIT REQUIRED PRIOR TO COMMENCEMENT

TYPE OF AGREEMENT

☐ Check if continued on a separate sheet

☒ Purchase

☐ Lease

TYPE OF SERVICE

☐ Maintenance ☐ Monitoring

(Definitions on reverse side.)

4. Subscriber agrees to pay the Contractor:

- A. \$ 24959.51 for the installation of the system, of which \$ 12479.76 is payable as a down payment upon the signing of this Agreement, and the balance on completion of the installation.
- B. \$ 14700 per month for service, payable MONTHLY in advance commencing from date of installation completion and be payable throughout the term of this Agreement.

The payments set forth above include telephone company line charges. Any future increases in such charges shall be borne by the Subscriber and will be added to the monitoring and/or service charge set forth above. If any agency or bureau having jurisdiction, or Subscriber by his own act shall require or make necessary any changes in the system as originally installed, Subscriber agrees to pay for the cost of such changes. The Subscriber also agrees to pay any City, State or Federal taxes, fees, or charges now in force or hereafter imposed, applying to this installation and service.

The initial term of this Agreement is 3 years from the date each system is installed and becomes operative and thereafter for consecutive terms of one year until such time as either party upon 30 days written notice, advises the other party of its intent to terminate the Agreement at the end of the then current term. It is further agreed that after 2 years from the date of this Agreement, the Contractor may periodically adjust the service charge. Within 30 days of receipt of notice of such adjustment, the Subscriber may terminate this Agreement by 30 days written notice to the Contractor, provided Subscriber is not in default of any terms or conditions in the agreement.

NOT TO EXCEED 3% INCREASE PER YEAR. 1-28-18

It is understood and agreed by the parties hereto that Contractor is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber; that the Contractor is being paid for the installation and service of a system designed to reduce certain risks of loss and that the amounts being charged by the Contractor are not sufficient to guarantee that no loss will occur; that the Contractor is not assuming responsibility for any losses which may occur even if due to Contractor's negligent performance or failure to perform any obligation under this Agreement. THE CONTRACTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of services provided, if, notwithstanding the above provisions, there should arise any liability on the part of the Contractor, such liability shall be limited to an amount equal to one-half the annual service charge provided herein or \$250, whichever is greater. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. In the event that the Subscriber wishes to increase the maximum amount of such liquidated damages, Subscriber may, as a matter of rights, obtain from Contractor higher limits by paying an additional amount under a graduated scale of rates relating to the higher limits of liquidated damages.

Subscriber agrees to and shall indemnify and save harmless the Contractor, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by the improper operation of the system, whether due to defects in the system or to the omissions of the Contractor in receiving and responding to alarm signals. ALL FEES PAID TO CONTRACTOR 1-28-18

It is agreed to and understood by the parties that this Agreement, including the provisions on the back of this page, constitutes the entire agreement between the parties, and there are no verbal understandings changing or modifying any of the terms of this Agreement. This contract may not be changed, modified or varied except by writing and signed by an authorized representative of the Contractor. This Agreement shall not become binding on the Contractor until approved by Contractor's Management as provided below.

Subscriber hereby acknowledges that he has read and understands this entire Agreement, including the terms and conditions on the back of this page.

Written By <u>[Signature]</u>	
Approved <u>[Signature]</u>	Date <u>1-28-18</u>

Subscriber	By _____
Title	_____
Date	_____

9. Subscriber hereby authorizes the Contractor to make installation at Contractor's convenience. If Subscriber desires installation to be done at a time other than normal working hours or on weekends, added costs will be paid for by the Subscriber at Contractor's standard rates.
10. Contractor assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of Contractor including interruptions in telephone service. Contractor will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.
11. Any claim by Subscriber of improper installation or a defect in the system must be given in writing to the Contractor within thirty (30) days from the installation completion. Otherwise all such claims shall be deemed waived. Subscriber agrees to furnish any necessary 110 volt A.C. power and electrical outlets at this expense.
12. The Subscriber agrees not to tamper with, alter, adjust, add to, disturb, injure or remove or otherwise interfere with installed equipment not to permit the same to be done. It is further agreed that the equipment shall remain in the same location as installed and any removal or disturbance thereof (resulting from painting, altering, or remodeling the fixtures or any changes whatsoever) necessitating any work by way of repairs, relocation or otherwise, shall be paid for by the subscriber in accordance with standard charges of the Contractor in addition to all other charges mentioned therein.
13. For supervised central station service, Subscriber agrees to furnish Contractor a list of the names, titles, residence addresses, phone numbers and signatures of all persons authorized to enter the premises of the Subscriber during regularly scheduled closed periods. Subscriber also agrees to furnish Contractor with an authorized daily and holiday opening and closing schedule.
14. Subscriber shall carefully and properly set the alarm system. Subscriber shall carefully test the alarm system and shall immediately report to the Contractor any claimed inadequacy in or failure of the system.
15. Contractor, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police or the fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist; and Contractor shall make a reasonable effort to notify the Subscriber or his designated representative by telephone, unless instructed to do otherwise by the Subscriber.
16. In case of possible telephone line trouble, the Contractor shall contact the telephone company and request that they determine the location of the trouble. When the trouble has been traced to a specific Subscriber, the Contractor will make a reasonable effort to notify the Subscriber or his designated representative. In the event any services or repair to the Subscriber's equipment becomes necessary. Contractor shall within a reasonable time dispatch a representative to the Subscriber's premises for the purpose of making the necessary services or repair. Having done this, Contractor shall be deemed to have fulfilled all his obligations under this Agreement.
17. At Contractor's option, a fee may be charged for any false alarm or unnecessary service run created by the Subscriber. In addition, if the Subscriber shall be assessed any fine or penalty by any municipality as a result of a false alarm, Subscriber shall be responsible for the full amount of that charge.
18. Subscriber hereby authorizes the Contractor to make inspections, tests and repairs as required to maintain the system outlined in the Schedule of Protection. The Contractor shall make repairs as shall be necessary as soon after discovery or receipt of notice as is reasonably possible. It is understood and agreed that the Contractor's obligation to maintain the system relates solely to the system specified in this Agreement and that the Contractor is not obligated to maintain or assure the operation of devices or systems to which Contractor's systems are attached.
19. Should any part of the alarm system be damaged by fire, water, acts of God, or any cause beyond the control of the Contractor, any repairs or replacement shall be paid for by the Subscriber, ordinary wear and tear excepted. Contractor shall not be responsible for any damage or loss to the Subscriber or to others or to any real or personal property arising out of Contractor's obligation to maintain or right to remove the system.
20. Subscriber shall permit the Contractor access to the premises during regular business hours and at all other reasonable times for any reason arising out of or in connection with the Contractor's rights or obligations under this Agreement.
21. It is further understood and agreed that the Contractor may remove or abandon said system, in whole or in part, upon termination of this Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligations to repair or redecorate any portion of the protected premises, that such removal or abandonment shall not be held to constitute a waiver of the right of the Contractor to collect any charges which have accrued or may accrue hereunder.
22. In the event Subscriber defaults in the performance of any of the terms or conditions of this Agreement, including the failure to make any payment as agreed herein, the Contractor may terminate the Agreement and the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable. Title to equipment purchased by Subscriber is complete only after the Contractor receives payment in full for installation.
23. This Contract may be cancelled without notice, at the option of the Contractor, in case the Contractor's Central Station, connecting wires, or equipment within the Subscriber's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service and may likewise be cancelled at the option of the Subscriber, in the event that the Subscriber's premises are so destroyed or seriously damaged.
24. This Agreement may be assigned by the Subscriber provided the Contractor receives 30 days notice within which time the assignment may be accepted or the Agreement may be cancelled.
25. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document, this contract will govern.

SEE ADDENDUM ATTACHED AND MADE A PART THEREOF

26. Assignees/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any installation, monitoring, maintenance or other services which it may perform. Subscriber acknowledges that this Agreement, and particularly these paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to Company.

DEFINITIONS

Lease is an agreement under which an alarm system is installed where title to the system (except the telephone line signaling device) passes to the customer subject to the provisions of any conditional sales agreement. The warranty period for this type of agreement is one year.

Own System is an agreement under which an alarm system is installed where title to the system remains with Contractor.

Maintenance is an agreement under which the Customer authorizes the Contractor to make inspections, tests, and repairs as required to maintain the system, and the Contractor agrees to make necessary repairs due to ordinary wear and tear. Repairs or replacements necessitated by reason of Customer misuse of the equipment will be made with an additional charge. Repairs will normally be made by the next day after discovery or notification. The parties also agree that required maintenance normally will be performed from 9:00 A.M. to 5:00 P.M. on normal business days excluding holidays.

Monitoring is an agreement under which the alarm system is connected to the Contractor's central station and where the Contractor agrees to take certain action upon the receipt of an alarm signal.

**ADDENDUM TO INSTALLATION AND SERVICE AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
TRIAD SECURITY GROUP, INC.**

ACCESS CONTROL SYSTEM – TOWN HALL

THIS ADDENDUM TO INSTALLATION AND SERVICE AGREEMENT (“Addendum”) is made and entered into as of this 28 day of JANUARY, 2018, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town” and/or “Subscriber”) and **TRIAD SECURITY GROUP, INC.**, a Florida Corporation (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the Town and Contractor wish to enter into that certain Installation and Service Agreement, and this Addendum, for the purpose of Contractor upgrading the access control system (software and hardware) at Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154 (“Premises”), including the purchase by the Town, installation and maintenance and support of the new access control system equipment at the Premises (“Work”), (hereinafter the “Agreement”); and

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

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

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.

2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.

3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.

4. **Term.**

4.1 **Installation.** Installation of the Work shall commence promptly upon execution of this Agreement and be completed within 15 working days. Time is of the essence in the performance of the Work and services pursuant to this Agreement. Upon completion of the installation and operation of the system, and final acceptance of the Work by the Town as certified in writing by the Town Manager, the Town shall make payment to the Contractor of 50% balance (\$12,479.76) within 30 days of invoice from Contractor.

4.2 Maintenance and Service Term. The initial maintenance and service term of this Agreement shall commence upon final acceptance and certification of the Work by the Town, and shall continue for three (3) years ("Term"). Thereafter, the Term shall automatically renew for consecutive one (1) year terms ("Renewal Terms"), until such time as either party notifies the other in writing with 30 days advance notice of its intent to terminate or not renew the Agreement.

5. **Insurance.**

- 5.1 Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 5 and may be increased by the Town as it deems necessary or prudent.
- 5.2 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 5.3 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.
- 5.4 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 5.5 **Certificate of Insurance.** Certificates of Insurance shall be provided to

the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

5.6 **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of the Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

6. **Indemnification.** Contractor shall protect, defend, indemnify, save and hold harmless the Town, all departments, agencies, boards and commissions, its officers, agents, servants and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of the Work and any negligent act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or

attorney fees incurred by the Town as a result of any claim, demands, and/or causes of action. Nothing in this indemnification or the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

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

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

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

For The Contractor: Triad Security Group, Inc. .
Attention: GREG GRILL
9305 Old Orchard
Davie, Florida 33328

8. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

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

9.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Work to the Town under the Agreement shall be the property of the Town.

9.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- 9.3 Upon request from the Town custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 9.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 9.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 9.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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

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

Mailing address: 9293 Harding Avenue

Surfside, Florida 33154

Telephone number: 305-887-9541

Email: snovoa@townofsurfsidefl.gov

10. **Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the Work, deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Work and services under the Agreement.

11. **Amendments.** This Agreement may only be amended by the prior written approval of the parties or by execution of an amendment executed by both parties.

12. **Controlling Agreement; No Construction against Drafter.** The Agreement, as supplemented and modified by this Addendum, is the sole expression of the agreement between the Town and Contractor as to the subject matter thereof.

13. **Counterparts.** This Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.

14. **Attorney's Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

15. **Assignment and Subcontractors.** Contractor shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the Town Manager. Any such assignment without prior approval shall be void ab initio. All subcontractors shall be approved in advance by the Town before providing any of the Work. The Contractor agrees and represents that any approved subcontractors possess the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to the Town. .

16. **Maintenance.** The Contractor shall be responsible for maintenance, repairs, re[placements and support of the access control system and all equipment and installations, including, but not limited to, the maintenance and repair of all equipment, wiring, or other interior construction furnished and/or installed by the Contractor on the Premises. All Work and services shall be performed in a good and workmanlike manner to ensure proper operation of the

access control system.

17. Default and Termination.

- 17.1 Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the contract time as specified in this Addendum, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the requirements of this Agreement, or if the Contractor shall fail to perform any material term set forth in this Agreement, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days written notice of termination, terminate the services of Contractor, exclude Contractor from the Premises, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Premises as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Work, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from the Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Agreement as described hereunder for default, the Agreement shall automatically be deemed terminated by Town for convenience as described below.
- 17.2 Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Work and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all Work or services performed through the date of termination to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its application for payment for final payment which shall comply with the provisions of the Agreement.

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

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

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Town Clerk


APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Town Attorney

Contractor

TRIAD SECURITY GROUP, INC., a Florida corporation

By: GREG GRILLO

Name: 

Title: DIRECTOR

Date: 1-28-18



Town of Surfside Commission Communication

Agenda Item # 3G

Agenda Date: February 13th, 2018

Subject: Procurement of video surveillance and recording camera system

Background: The Town of Surfside has existing IP camera systems at Town Hall, the Community Center and the 96th Street Park. The Town requests to expand this same camera system to the Abbott Avenue parking lot for investigative purposes and to deter criminal activity and increase public safety for residents, businesses and visitors. The eight camera system will capture around the clock video surveillance of the parking lot and all vehicles entering and exiting the parking lot. The system will be integrated with the Town's current camera system.

Analysis: Triad Security Group, Inc. currently services the existing camera systems and has agreed to provide and install new equipment, and service such system in the Abbott Avenue parking lot in order to better secure the area. The updated system will act as a crime deterrent and provide valuable investigative information to follow up reported incidents. The Town solicited three (3) bids for the work and conducted a good faith review of available sources as to price, delivery and terms, and wishes to waive formal competitive bidding for the work pursuant to Section 3-12 of the Town's Purchasing Code and finds that it is in the best interests of the Town to expeditiously obtain the goods and services and ensure security at the Abbott Avenue parking lot.

The three bids received from vendors and the costs are listed as follows:

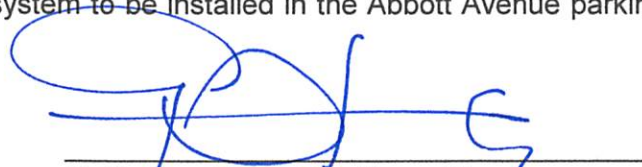
- ATCi Communications, Inc. \$59,701.00
- Triad Security Group, Inc. \$42,083.00
- Streamline Voice & Data, Inc. \$24,934.00-Does not include electrical conduits and labor.

Budget Impact: The total cost to purchase and install eight cameras, six 15' aluminum poles and underground conduit, a Network Video recorder, a laptop computer with TruVision Navigator installed and 16 Terabytes of storage capacity is estimated to be \$42,083. This funding was approved for the fiscal year budget 17-18 from the municipal parking fund.

Staff Impact: N/A

Recommendation: Staff recommends a motion to approve a resolution to authorize the procurement of a video surveillance and recording camera system to be installed in the Abbott Avenue parking lot from the municipal parking fund.


David Allen, Chief of Police


Guillermo Olmedillo, Town Manager


Mayte D. Gamiotea, Acting Finance Director

RESOLUTION NO. 2018- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE INSTALLATION AND SERVICE AGREEMENT WITH TRIAD SECURITY GROUP, INC. FOR AN IP CAMERA SYSTEM AT THE ABBOTT AVENUE PARKING LOT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) has an existing IP camera system at Town Hall, the Community Center, and the 96th Street Park, which was installed and is maintained by Triad Security Group, Inc. in order to better secure the property and surrounding neighborhood; and

WHEREAS, the Town desires to expand the cameras system to the Abbott Avenue parking lot for investigative purposes and to deter criminal activity and increase public safety for residents, businesses and visitors; and

WHEREAS, Triad Security Group, Inc. (“Contractor”) currently services the existing camera system and has agreed to provide and install new equipment, and service such system, as provided for in the Installation and Service Agreement, together with Addendum, attached hereto as Exhibit “A” (“Agreement”) for the Abbott Avenue Parking Lot; and

WHEREAS, the Town solicited three (3) bids for the work and conducted a good faith review of available sources as to price, delivery and terms, and wishes to waive formal competitive bidding for the work pursuant to Section 3-12 of the Town’s Purchasing Code and finds that it is in the best interests of the Town to expeditiously obtain the goods and services and ensure security at the Abbott Avenue parking lot; and

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

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

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

Section 2. **Approval and Authorization; Waiver of Competitive Bidding.** The Agreement between the Town and Contractor, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency. The Town Commission waives competitive bidding procedures pursuant to Section 3-12 of the Town’s Purchasing Code, upon the recommendation of the Town Manager, and finds that such waiver is in the best interests of the Town in order to expeditiously provide security to the Abbott Avenue parking lot.

Section 3. **Implementation.** The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

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

PASSED AND ADOPTED this 13th day of February, 2018.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC,
Town Clerk

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

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

ATCi Communications, Inc.
1270 NW 165th Street
Miami, FL 33169
305-620-0062 Office
305-620-0099 Fax



QUOTATION

Date Dec 22, 2017

Quote Expires
2/20/2018

Quote Number
ATCQ3988

SOLD TO

Town of Surfside
Mr. Jose Feliz
9293 Harding Ave.
Town of Surfside, Florida 33154
USA

Phone 305.777.2180
Fax

SITE ADDRESS / SHIP TO

Town of Surfside
Mr. Jose Feliz
9293 Harding Ave.
Town of Surfside, Florida 33154
USA

Phone 305.777.2180
Fax

Contact

305-620-0062 Office
305-785-9687 Mobile
mmoreno@atcsystems.com

Project

ATCi will supply and install the following equipment:

Terms

P.O. Number

Ship Via

Line	Qty	Description
1		Town of Surfside- Parking Lot CCTV
2	1	Storage for local storage with RAID 5 configuration
3	1	PC Workstation for Viewing- includes Monitor, Keyboard, Mouse
4	1	Lockable Cabinet for Head End Equipment- NEMA Rated
5	2	UPS- 1500VA
6	2	Pan Tilt Zoom Camera- HD 1080P with Optical Zoom
7	2	Wall Bracket for Pan Tilt Zoom
8	10	HD Day/Night Cameras- 3MP
9	10	ONSSI camera Licenses
10	10	ONSSI SUSP
11	3	NEMA Enclosure with Fan Kit
12	3	10 Port POE Switch
13	3	Poe Power Supply for Field Switch
14	6	SFP Module for Uplinks
15		Labor and Infrastructure
16	2	Custom Pole- 2' height
17	1	Trenching for Underground Work

Continued On Next Page ...

I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Date: _____

STANDARD TERMS: 50% DEPOSIT ON SIGNED AGREEMENT, BALANCE DUE UPON COMPLETION OF INSTALLATION. 1 1/2% Finance Charge on all invoices over 30 days.

Line	Qty	Description
18	1	Cabling Infrastructure- includes underground cable and Fiber uplinks
19	1	Conduit Infrastructure
20	1	Miscellanerous Hardware, Consumables, velcro, Warr.
21	1	Labor Installation- Certified Technician
22	1	Labor Installation-Helper

High Voltage at Pole and Server Locations by Town of Surfside.
network connection at Server location inside Electrical Closet will be required.

SubTotal	\$59,701.00
Tax	\$0.00
Shipping	\$0.00
Total	\$59,701.00

I accept the terms and conditions of this quotation.

Signed: _____

STANDARD TERMS: 50% DEPOSIT ON SIGNED AGREEMENT, BALANCE DUE UPON
COMPLETION OF INSTALLATION. 1 1/2% Finance Charge on all invoices over 30
days.

Name: _____ Title: _____

Date: _____

TRIAD SECURITY GROUP INC
9305 Old Orchard Road
Davie, Florida 33328



Estimate

Date 12/21/2017
Estimate # 4671

Name / Address
Town of Surfside Attn: Jose Feliz 9301 Collins Ave Surfside, FL 33154

Ship To
Abott Parking Lot

P.O. No.
Verbal

Project

Rep
GG

Terms
Due on receipt

Description	Qty	Total
IP Camera System -		
Reason:		
- Monitor activity on the rear parking of Abbott shopping parking lot		
Scope of work:		
- Install 6 IP Megapixel cameras viewing parking lot and entry/exits		
- Install Network Video Recorder (NVR) in customer provided location (Recommended controlled environment with network/Internet connection in the center of the complex)		
- Install POE Network Switch		
- Install Weatherproof Enclosure/Cabinet and Battery Backup		
- Install Conduit where necessary to camera locations		
- Install 750' of underground conduit		
- Install Wireless Point to Point to Park office		
- Setup of remote access of NVR via customer provided Internet/network connection		
- Provide a laptop computer with Truvision Navigator Installed in the case remote access connection is not available.		
- Setup of Wireless Access Point for remote access to Police Department		
UTC NVR21P - 16 Terabytes Storage Capacity	1	4,861.00T
TruVision 3.0MPX WDR IP Open STD, Progressive Scan CMOS Outdoor Vandal Dome, True D/N, 2.7-9mm Motorized AI, IR LED, ONVIF/PSIA, NTSC Out, PoE/PoE+/24VAC, Micro SD Card Slot, Heater	6	5,652.00T
Digital Watchdog Day/Night Camera - License Plate Camera	2	1,910.00T
UTC 8 Port POE - Gigabit Switch	2	1,100.00T

Phone #	Fax #	Email	Subtotal
954.364.7436	954.577.3319	TRIADSECURITYGROUP@COMCAST.NET	Sales Tax (0.0%)
			Total

TRIAD SECURITY GROUP INC
9305 Old Orchard Road
Davie, Florida 33328



Estimate

Date 12/21/2017
Estimate # 4671

Name / Address
Town of Surfside Attn: Jose Feliz 9301 Collins Ave Surfside, FL 33154

Ship To
Abott Parking Lot

P.O. No.
Verbal

Project

Rep
GG

Terms
Due on receipt

Description	Qty	Total
Omnimount Rack Locked Enclosure for NVR, POE Switch, Battery Backup and Laptop	1	553.00T
Minuteman 1500va Rackmount Power Supply	1	332.00T
Laptop I-7 Core Processor - 16MB Memory - Windows 7 Professional	1	1,500.00T
Conduit, Category 6E Cable, Connectors	1	2,100.00T
Bore Underground Conduit	750	12,375.00T
Powder Coated Aluminum Pole - 15' - Grounded - Concreted - Schedule 80	6	4,080.00T
Installation, Programming and End User Training	1	6,360.00T
Ubiquiti Wireless Access Points	6	1,260.00T
Monthly Service Agreement - Check Video System - Maintenance of Cameras - End User Support - Billed Monthly - \$95		0.00T

Phone #	Fax #	Email	Subtotal
954.364.7436	954.577.3319	TRIADSECURITYGROUP@COMCAST.NET	Sales Tax (0.0%)
			Total

TRIAD SECURITY GROUP INC
9305 Old Orchard Road
Davie, Florida 33328



Estimate

Date 12/21/2017
Estimate # 4671

Name / Address
Town of Surfside Attn: Jose Feliz 9301 Collins Ave Surfside, FL 33154

Ship To
Abott Parking Lot

P.O. No.
Verbal

Project

Rep
GG

Terms
Due on receipt

Description	Qty	Total
All material is guaranteed to be specified, and work described in this document to be performed in accordance with the drawings and specifications submitted for the work described in this document and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above. This estimate may be withdrawn by Triad Security Group Inc if not accepted within 30 days. Submitted by: <u><i>R. RAYAN</i></u> Date: <u>12/21/2017</u> The above prices, specifications are satisfactory and are hereby accepted. Triad Security Group Inc is authorized to do the work as specified. Customer Signature: _____ Date: _____		0.00T

Phone #	Fax #	Email	Subtotal	\$42,083.00
954.364.7436	954.577.3319	TRIADSECURITYGROUP@COMCAST.NET	Sales Tax (0.0%)	\$0.00
			Total	\$42,083.00

TRIAD SECURITY GROUP — FIRE & BURGLAR ALARMS

9305 Old Orchard • Davie, Florida 33328 • 954-364-7436

EF20000612

INSTALLATION & SERVICE AGREEMENT

1. This agreement is made and entered into this 21st day of DECEMBER, 2017 between
TRIAD SECURITY hereinafter referred to as "Contractor", and TOWN OF SURFSIDE TOWN HALL
hereinafter referred to as "Subscriber."

2. The Contractor hereby agrees to install and service, during the term of this Agreement, at the premises of the Subscriber located at:
ABBOTT PARKING LOT, 9301 COLLINS AVE, SURFSIDE FL 33154
a CCTV SYSTEM system as described in the Schedule of Protection.

3. Schedule of Protection

INSTALLATION OF IP CAMERA SYSTEM PER ESTIMATE #4671
PROVIDE AND INSTALL NEW EQUIPMENT AS DESCRIBED
IN ESTIMATE.

50% DEPOSIT REQUIRED BEFORE EQUIPMENT IS PURCHASED

TYPE OF AGREEMENT

☐ Check if continued on a separate sheet

☒ Purchase

☐ Lease

TYPE OF SERVICE

☐ Maintenance ☐ Monitoring

(Definitions on reverse side.)

4. Subscriber agrees to pay the Contractor:

- A. \$ 42083.00 for the installation of the system, of which \$ 21041.50 is payable as a down payment upon the signing of this Agreement, and the balance on completion of the installation.
- B. \$ 95.00 per month for service, payable MONTHLY in advance commencing from date of installation completion and be payable throughout the term of this Agreement.

The payments set forth above include telephone company line charges. Any future increases in such charges shall be borne by the Subscriber and will be added to the monitoring and/or service charge set forth above. If any agency or bureau having jurisdiction, or Subscriber by his own act shall require or make necessary any changes in the system as originally installed, Subscriber agrees to pay for the cost of such changes. The Subscriber also agrees to pay any City, State or Federal taxes, fees, or charges now in force or hereafter imposed, applying to this installation and service.

The initial term of this Agreement is 3 years from the date each system is installed and becomes operative and thereafter for consecutive terms of one year until such time as either party upon 30 days written notice, advises the other party of its intent to terminate the Agreement at the end of the then current term. It is further agreed that after 2 years from the date of this Agreement, the Contractor may periodically adjust the service charge. Within 30 days of receipt of notice of such adjustment, the Subscriber may terminate this Agreement by 30 days written notice to the Contractor, provided Subscriber is not in default of any terms or conditions in the agreement.

NOT TO EXCEED 3% INCREASE PER YEAR
It is understood and agreed by the parties hereto that Contractor is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber; that the Contractor is being paid for the installation and service of a system designed to reduce certain risks of loss and that the amounts being charged by the Contractor are not sufficient to guarantee that no loss will occur; that the Contractor is not assuming responsibility for any losses which may occur even if due to Contractor's negligent performance or failure to perform any obligation under this Agreement. THE CONTRACTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of services provided, if, notwithstanding the above provisions, there should arise any liability on the part of the Contractor, such liability shall be limited to an amount equal to one-half the annual service charge provided herein or \$250, whichever is greater. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. In the event that the Subscriber wishes to increase the maximum amount of such liquidated damages, Subscriber may, as a matter of rights, obtain from Contractor higher limits by paying an additional amount under a graduated scale of rates relating to the higher limits of liquidated damages.

Subscriber agrees to and shall indemnify and save harmless the Contractor, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by the improper operation of the system, whether due to defects in the system or to omissions of the Contractor in receiving and responding to alarm signals. ALL FEES PAID TO CONTRACTOR

It is agreed to and understood by the parties that this Agreement, including the provisions on the back of this page, constitutes the entire agreement between the parties, and there are no verbal understandings changing or modifying any of the terms of this Agreement. This contract may not be changed, modified or varied except by writing and signed by an authorized representative of the Contractor. This Agreement shall not become binding on the Contractor until approved by Contractor's Management as provided below. SEE ATTACHED ADDENDUM HERETO AND MADE PART THEREOF

Subscriber hereby acknowledges that he has read and understands this entire Agreement, including the terms and conditions on the back of this page.

TRIAD SECURITY	
Written By <u>[Signature]</u>	
Approved <u>G. GRILLO</u>	Date <u>1-28-18</u>
By <u>[Signature]</u>	

Subscriber	
By	
Title	
Date	

9. Subscriber hereby authorizes the Contractor to make installation at Contractor's convenience. If Subscriber desires installation to be done at a time other than normal working hours or on weekends, added costs will be paid for by the Subscriber at Contractor's standard rates.
10. Contractor assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of Contractor including interruptions in telephone service. Contractor will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.
11. Any claim by Subscriber of improper installation or a defect in the system must be given in writing to the Contractor within thirty (30) days from the installation completion. Otherwise all such claims shall be deemed waived. Subscriber agrees to furnish any necessary 110 volt A.C. power and electrical outlets at this expense.
12. The Subscriber agrees not to tamper with, alter, adjust, add to, disturb, injure or remove or otherwise interfere with installed equipment not to permit the same to be done. It is further agreed that the equipment shall remain in the same location as installed and any removal or disturbance thereof (resulting from painting, altering, or remodeling the fixtures or any changes whatsoever) necessitating any work by way of repairs, relocation or otherwise, shall be paid for by the subscriber in accordance with standard charges of the Contractor in addition to all other charges mentioned therein.
13. For supervised central station service, Subscriber agrees to furnish Contractor a list of the names, titles, residence addresses, phone numbers and signatures of all persons authorized to enter the premises of the Subscriber during regularly scheduled closed periods. Subscriber also agrees to furnish Contractor with an authorized daily and holiday opening and closing schedule.
14. Subscriber shall carefully and properly set the alarm system. Subscriber shall carefully test the alarm system and shall immediately report to the Contractor any claimed inadequacy in or failure of the system.
15. Contractor, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police or the fire department having jurisdiction, unless there is just cause to assume that an emergency condition does not exist; and Contractor shall make a reasonable effort to notify the Subscriber or his designated representative by telephone, unless instructed to do otherwise by the Subscriber.
16. In case of possible telephone line trouble, the Contractor shall contact the telephone company and request that they determine the location of the trouble. When the trouble has been traced to a specific Subscriber, the Contractor will make a reasonable effort to notify the Subscriber or his designated representative. In the event any services or repair to the Subscriber's equipment becomes necessary. Contractor shall within a reasonable time dispatch a representative to the Subscriber's premises for the purpose of making the necessary services or repair. Having done this, Contractor shall be deemed to have fulfilled all his obligations under this Agreement.
17. At Contractor's option, a fee may be charged for any false alarm or unnecessary service run created by the Subscriber. In addition, if the Subscriber shall be assessed any fine or penalty by any municipality as a result of a false alarm, Subscriber shall be responsible for the full amount of that charge.
18. Subscriber hereby authorizes the Contractor to make inspections, tests and repairs as required to maintain the system outlined in the Schedule of Protection. The Contractor shall make repairs as shall be necessary as soon after discovery or receipt of notice as is reasonably possible. It is understood and agreed that the Contractor's obligation to maintain the system relates solely to the system specified in this Agreement and that the Contractor is not obligated to maintain or assure the operation of devices or systems to which Contractor's systems are attached.
19. Should any part of the alarm system be damaged by fire, water, acts of God, or any cause beyond the control of the Contractor, any repairs or replacement shall be paid for by the Subscriber, ordinary wear and tear excepted. Contractor shall not be responsible for any damage or loss to the Subscriber or to others or to any real or personal property arising out of Contractor's obligation to maintain or right to remove the system.
20. Subscriber shall permit the Contractor access to the premises during regular business hours and at all other reasonable times for any reason arising out of or in connection with the Contractor's rights or obligations under this Agreement.
21. It is further understood and agreed that the Contractor may remove or abandon said system, in whole or in part, upon termination of this Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligations to repair or redecorate any portion of the protected premises, that such removal or abandonment shall not be held to constitute a waiver of the right of the Contractor to collect any charges which have accrued or may accrue hereunder.
22. In the event Subscriber defaults in the performance of any of the terms or conditions of this Agreement, including the failure to make any payment as agreed herein, the Contractor may terminate the Agreement and the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable. Title to equipment purchased by Subscriber is complete only after the Contractor receives payment in full for installation.
23. This Contract may be cancelled without notice, at the option of the Contractor, in case the Contractor's Central Station, connecting wires, or equipment within the Subscriber's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service and may likewise be cancelled at the option of the Subscriber, in the event that the Subscriber's premises are so destroyed or seriously damaged.

This Agreement may be assigned by the Subscriber provided the Contractor receives 30 days notice within which time the assignment may be accepted or the Agreement may be cancelled.

ANY ASSIGNMENT OF THIS AGREEMENT BY CONTRACTOR REQUIRES WRITTEN APPROVAL OF SUBSCRIBER

It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document, this contract will govern.

6. Assignees/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any installation, monitoring, maintenance or other services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of, and are applicable to any assignees and/or subcontractors of Company, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to Company.

DEFINITIONS

Lease is an agreement under which an alarm system is installed where title to the system (except the telephone line signaling device) passes to the customer subject to the provisions of any conditional sales agreement. The warranty period for this type of agreement is one year.

Own System is an agreement under which an alarm system is installed where title to the system remains with Contractor.

Maintenance is an agreement under which the Customer authorizes the Contractor to make inspections, tests, and repairs as required to maintain the system, and the Contractor agrees to make necessary repairs due to ordinary wear and tear. Repairs or replacements necessitated by reason of Customer misuse of the equipment will be made with an additional charge. Repairs will normally be made by the next day after discovery or notification. The parties also agree that required maintenance normally will be performed from 9:00 A.M. to 5:00 P.M. on normal business days excluding holidays.

Monitoring is an agreement under which the alarm system is connected to the Contractor's central station and where the Contractor agrees to take certain action upon the receipt of an alarm signal.

**ADDENDUM TO INSTALLATION AND SERVICE AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
TRIAD SECURITY GROUP, INC.**

IP CAMERA SYSTEM – ABBOTT PARKING LOT

THIS ADDENDUM TO INSTALLATION AND SERVICE AGREEMENT (“Addendum”) is made and entered into as of this 28 day of JANUARY, 2018, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town” and/or “Subscriber”) and **TRIAD SECURITY GROUP, INC.**, a Florida Corporation (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the Town and Contractor wish to enter into that certain Installation and Service Agreement, and this Addendum, for the purpose of Contractor upgrading the IP camera system at the Town-owned Abbott Parking Lot located at 9301 Collins Avenue, Surfside, Florida 33154 (“Premises”), including the purchase by the Town, installation and maintenance and support of the new camera system equipment at the Premises (“Work”), (hereinafter the “Agreement”); and

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

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

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.

2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.

3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.

4. **Term.**

4.1 **Installation.** Installation of the Work shall commence promptly upon execution of this Agreement and be completed within 15 working days. Time is of the essence in the performance of the Work and services pursuant to this Agreement. Upon completion of the installation and operation of the system, and final acceptance of the Work by the Town as certified in writing by the Town Manager, the Town shall make payment to the Contractor of 50% balance (\$21,041.50) within 30 days of invoice from Contractor.

4.2 **Maintenance and Service Term.** The initial maintenance and service term of this Agreement shall commence upon final acceptance and certification of the Work by the Town, and shall continue for three (3) years ("Term"). Thereafter, the Term shall automatically renew for consecutive one (1) year terms ("Renewal Terms"), until such time as either party notifies the other in writing with 30 days advance notice of its intent to terminate or not renew the Agreement.

5. **Insurance.**

- 5.1 Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 5 and may be increased by the Town as it deems necessary or prudent.
- 5.2 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 5.3 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.
- 5.4 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 5.5 **Certificate of Insurance.** Certificates of Insurance shall be provided to

the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

5.6 **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of the Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

6. **Indemnification.** Contractor shall protect, defend, indemnify, save and hold harmless the Town, all departments, agencies, boards and commissions, its officers, agents, servants and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of the Work and any negligent act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or

attorney fees incurred by the Town as a result of any claim, demands, and/or causes of action. Nothing in this indemnification or the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

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

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

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

For The Contractor: Triad Security Group, Inc. .
Attention: GREG GRILLO
9305 Old Orchard
Davie, Florida 33328

8. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

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

9.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Work to the Town under the Agreement shall be the property of the Town.

9.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- 9.3 Upon request from the Town custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 9.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 9.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 9.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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

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

Mailing address: 9293 Harding Avenue

Surfside, Florida 33154

Telephone number: 305-887-9541

Email: snovoa@townofsurfsidefl.gov

10. **Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the Work, deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Work and services under the Agreement.

11. **Amendments.** This Agreement may only be amended by the prior written approval of the parties or by execution of an amendment executed by both parties.

12. **Controlling Agreement; No Construction against Drafter.** The Agreement, as supplemented and modified by this Addendum, is the sole expression of the agreement between the Town and Contractor as to the subject matter thereof.

13. **Counterparts.** This Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.

14. **Attorney's Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

15. **Assignment and Subcontractors.** Contractor shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the Town Manager. Any such assignment without prior approval shall be void ab initio. All subcontractors shall be approved in advance by the Town before providing any of the Work. The Contractor agrees and represents that any approved subcontractors possess the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to the Town. .

16. **Maintenance.** The Contractor shall be responsible for maintenance, repairs, re[placements and support of the access control system and all equipment and installations, including, but not limited to, the maintenance and repair of all equipment, wiring, or other interior construction furnished and/or installed by the Contractor on the Premises. All Work and services shall be performed in a good and workmanlike manner to ensure proper operation of the

access control system.

17. Default and Termination.

- 17.1 Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the contract time as specified in this Addendum, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the requirements of this Agreement, or if the Contractor shall fail to perform any material term set forth in this Agreement, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days written notice of termination, terminate the services of Contractor, exclude Contractor from the Premises, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Premises as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Work, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from the Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Agreement as described hereunder for default, the Agreement shall automatically be deemed terminated by Town for convenience as described below.
- 17.2 Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Work and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all Work or services performed through the date of termination to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its application for payment for final payment which shall comply with the provisions of the Agreement.

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

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

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida
municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Town Clerk

**APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:**

Town Attorney

Contractor

TRIAD SECURITY GROUP, INC., a Florida
corporation

By:  _____

Name: GREG GRILLO

Title: DIRECTOR

Date: 1-28-18



Streamline Voice & Data, Inc.
2 S. Biscayne Blvd., Suite 3760
Miami, FL 33131
(305) 577-8800
billing@streamlinevoice.com
www.streamlinevoice.com

ADDRESS

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

ESTIMATE # 11739

DATE 11/13/2017

Q25 The Q25 enables a hemispheric 360 panorama view using only a single lens. The fisheye effect, which is typical for this lens, can be digitally compensated in the live image	6	890.00	5,340.00
Bracket Mobotix poll set mounting bracket kit	6	226.00	1,356.00
Power16-10A MX surge protection module /RJ45	6	65.00	390.00
Enclosure Poll mounted enclosure box that includes PoE switch, power supply for antenna, flex outdoor rated tube and outdoor rated CAT5E cables.	6	1,200.00	7,200.00
Ubiquiti NB-5G22-US NanoBridge M Series, 5GHz 22dBi dual pol	7	99.00	693.00
NAS QNAP 1U 4-bay NAS/iSCSI IP-SAN, Intel Celeron Quad-core 1.5GHz, 4GB RAM, 10GbE-ready, PCIe Expansion Slot, Redundant PSU ; Intel Celeron Apollo Lake J3455 4-core 1.5GHz, 8GB DDR3L SODIMM RAM (2x2GB, max 8GB total), SATA 6Gb/s, 4xGbE, PCIe slot for 10GbE, AES-NI encryption, Surveillance Station (free 4, max 40 ch.), max 1 UX-800P/UX-500P expansion uni, redundant power 250W. Includes rail kit for rack mounting		1,795.00	1,795.00
HD-Storage ST4000VN0001 4TB 7200 RPM 128MB Cache SATA 6.0Gb/s 3.5" Internal Hard Drive Bare Drive	4	290.00	1,160.00
Labor Installation of 6 cameras to existing polls in parking lot. Electricity to be provided by customer provided electrician at each poll. Installation of Ubiquiti antennas at each camera and at host site. Configuration of all cameras and QNAP server with RAID back up. MX Management Software to be installed and configured on Administrator's computer. Set up of viewing on mobile devices and complete training included.	1	7,000.00	7,000.00

TOTAL

\$24,934.00

Accepted By

Accepted Date



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

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

RESOLUTION COVER MEMORANDUM

Agenda #: 3H
Date: February 13, 2018
From: Daniel Dietch, Mayor
Subject: Sand Sourcing Study Urging Resolution

Objective: To approve and transmit the enclosed Sand Sourcing Study Urging Resolution to United States Senators Bill Nelson and Marco Rubio, Congresswoman Debbie Wasserman Schultz, the Members of the Florida Congressional Delegation, the Governor of Florida and mayors of coastal communities throughout Miami-Dade County.

Consideration: Beaches and dunes serve as a vital buffer between coastal infrastructure and the destructive forces of ocean waves and surge during storm events. Beach renourishment adds sand to the coastal system, helps keep the erosive power of strong waves from reaching dunes and structures and buffers against the effects of sea level rise, thereby protecting coastal properties and the coastal environment. Since the last Town-wide beach renourishment project in 1999, our beaches are critically eroding due to winds, tides, currents, waves and storms. To help mitigate these impacts, the Town has supported the strengthening of our dune network including removal of non-native plant species, installed Florida's first two diverter dunes at street access points, convened workshops to educate our community about the impacts of climate change and sea level rise, joined the Mayor's Beach Alliance, engaged with Federal, State and municipal partners to raise awareness of responsible beach management and issued related urging resolutions (No. 15-2320 and 17-2447) and convened a Sustainability Committee to recommend coastal mitigation and adaptation approaches and build resiliency in our community and region. Beyond the environmental benefits of beach renourishment, the economic benefits are also essential to sustaining the Town over the long-term. Continued efforts to work collaboratively with other units of government are necessary to prioritize and fund needed beach renourishment for Surfside. Part of this effort is to remove regulations such as the prohibition against purchasing foreign sand that interfere with common sense options for beach renourishment.

In 2015, the United States Army Corps of Engineers (USACE) completed their domestic sand sourcing study under the Water Resources Development Act (WRDA). The WRDA blocks federal money from being spent on foreign sand for beach projects if domestic sources are available. Despite domestic upland sand sources being identified, they are costly and would result in extraordinary impacts associated with hauling the sand to Surfside. On February 16, 2017, Surfside

issued Urging Resolution 17-2420 in support of a decision by the federal government to study the benefits of replenishing Florida beaches with foreign sand (see Attachment B). While the USACE, through the 2016 WRDA, is authorized to conduct the foreign sand sourcing study to evaluate the economic impacts, funding has not been provided. Accordingly, an urging resolution that supports the funding is an appropriate action that will benefit Surfside and many other coastal communities in Florida and beyond.

Recommendation: To approve and transmit the enclosed Sand Sourcing Study Urging Resolution to United States Senators Bill Nelson and Marco Rubio, Congresswoman Debbie Wasserman Schultz, the Members of the Florida Congressional Delegation, the Governor of Florida and mayors of coastal communities throughout Miami-Dade County.

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE UNITED STATES CONGRESS TO FUND THE STUDY OF FOREIGN SAND USE IN BEACH NOURISHMENT PROJECTS IN MIAMI-DADE COUNTY; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE OFFICIALS STATED HEREIN; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) adopted Resolution No. 15-2320 on September 8, 2015 expressing support for the Miami-Dade County Beach Erosion Control and Hurricane project, and urging Miami-Dade County, the State of Florida and the United States Army Corps of Engineers (the “Army Corps”) to provide recurring appropriations to advance beach nourishment in Surfside and Miami-Dade County on or ahead of schedule; and

WHEREAS, on December 16, 2016, the United States Congress passed the 2016 Water Resources Development Act as a part of the Water Infrastructure Improvements for the Nation Act of 2016, authorizing the Army Corps to study the benefits of replenishing Florida Beaches with foreign sand; and

WHEREAS, the Town Commission adopted Resolution No. 17-2420 on February 16, 2017, supporting the use of foreign sand in beach nourishment projects and urging the United States Congress to expedite and fund the study addressing the benefits of replenishing beaches with foreign sand; and

WHEREAS, the study remains unfunded in the Army Corps’ budget; and

WHEREAS, the Miami-Dade County Beach Erosion Control and Hurricane Protection Project schedule includes the Town’s beach renourishment for 2018; and

WHEREAS, the Town desires to utilize the study’s findings in any beach renourishment planning and project for the Town’s beaches and urges the United States Congress to fund the study and expedite the use of foreign sand where necessary and beneficial for beach renourishment; and;

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

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

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

Section 2. Urging Members of the United States Congress to Fund Study. The Town urges the United States Congress to expedite funding for the study of foreign sand use in beach renourishment projects in order to support and assist in the replenishing of local and Florida beaches with foreign sand.

Section 3. Direction to the Town Clerk. The Town Clerk is hereby directed to send a copy of this Resolution to United States Senators Bill Nelson and Marco Rubio, Congresswoman Debbie Wasserman Schultz, the Members of the Florida Congressional Delegation, the Governor of Florida and mayors of coastal communities throughout Miami-Dade County.

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

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

PASSED AND ADOPTED on this 13th day of February, 2018.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



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

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

RESOLUTION COVER MEMORANDUM

Agenda #: 3I
Date: February 13, 2018
From: Daniel Dietch, Mayor
Subject: South Atlantic Coastal Study Urging Resolution

Objective: To approve and transmit the enclosed South Atlantic Coastal Study Urging Resolution to United States Senators Bill Nelson and Marco Rubio, Congresswoman Debbie Wasserman Schultz, the Members of the Florida Congressional Delegation, the Governor of Florida and mayors of coastal communities throughout Miami-Dade County.

Consideration: Beaches and dunes serve as a vital buffer between coastal infrastructure and the destructive forces of ocean waves and surge during storm events. Beach renourishment adds sand to the coastal system, helps keep the erosive power of strong waves from reaching dunes and structures and buffers against the effects of sea level rise, thereby protecting coastal properties and the coastal environment. Since the last Town-wide beach renourishment project in 1999, our beaches are critically eroding due to winds, tides, currents, waves and storms. To help mitigate these impacts, the Town has supported the strengthening of our dune network including removal of non-native plant species, installed Florida's first two diverter dunes at street access points, convened workshops to educate our community about the impacts of climate change and sea level rise, joined the Mayor's Beach Alliance, engaged with Federal, State and municipal partners to raise awareness of responsible beach management and issued related urging resolutions (No. 15-2320, 17-4240 and 17-2447) and convened a Sustainability Committee to recommend coastal mitigation and adaptation approaches and build resiliency in our community and region. Beyond the environmental benefits of beach renourishment, the economic benefits are also essential to sustaining the Town over the long-term. Continued efforts to work collaboratively with other units of government is necessary to prioritize and fund needed beach renourishment for Surfside.

Recommendation: To approve and transmit the enclosed South Atlantic Coastal Study Urging Resolution to United States Senators Bill Nelson and Marco Rubio, Congresswoman Debbie Wasserman Schultz, the Members of the Florida Congressional Delegation, the Governor of Florida and mayors of coastal communities throughout Miami-Dade County.

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE UNITED STATES CONGRESS TO SUPPORT LANGUAGE IN THE FY 2018 FEDERAL APPROPRIATIONS BILL AND THE 2018 DISASTER RECOVERY SUPPLEMENTAL PROVIDING FOR 100 PERCENT FEDERAL FUNDING OF THE SOUTH ATLANTIC COASTAL STUDY AUTHORIZED IN SECTION 1204 OF THE WATER INFRASTRUCTURE IMPROVEMENTS FOR THE NATION ACT, WITH THE NECESSARY LANGUAGE AND FUNDING TO ENSURE INCLUSION OF THE PREVIOUSLY AUTHORIZED CENTRAL AND SOUTH FLORIDA FLOOD CONTROL PROJECT AND ITS AREA AS PART OF THIS STUDY; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE OFFICIALS STATED HEREIN; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) adopted Resolution No. 15-2320 on September 8, 2015 expressing support for the Miami-Dade County Beach Erosion Control and Hurricane project, and urging Miami-Dade County, the State of Florida and the United States Army Corps of Engineers (the “Army Corps”) to provide recurring appropriations to advance beach nourishment in Surfside and Miami-Dade County on or ahead of schedule; and

WHEREAS, on December 16, 2016, the United States Congress passed the 2016 Water Resources Development Act as a part of the Water Infrastructure Improvements for the Nation Act of 2016, authorizing the Army Corps to study the benefits of replenishing Florida Beaches with foreign sand; and

WHEREAS, the Town Commission adopted Resolution No. 17-2420 on February 16, 2017, supporting the use of foreign sand in beach nourishment projects and urging the United States Congress to expedite and fund the study addressing the benefits of replenishing beaches with foreign sand; and

WHEREAS, the Town Commission adopted Resolution No. 17-2447 on September 18, 2017, urging the Florida Legislature to appropriate funds during the 2018 Legislative Session for beach renourishment projects in Miami-Dade County, specifically within the Town of Surfside; and

WHEREAS, the region is highly vulnerable to the impacts of extreme weather and storm surge with more than \$30 billion in vulnerable coastal real estate and \$46 billion in annual economic exposure, an exposure that has been heightened with Hurricane Irma.; and

WHEREAS, the region of south Florida is recognized to constitute one of the most significant economies in our nation with key economic sectors that include tourism, international trade and agriculture, generating a Gross Regional Product of \$328.9 billion in 2016, exceeding that of 31 of the nation's 50 states; and

WHEREAS, the Town's beach is scheduled, pending the availability of Federal, State and County funding, to be renourished in 2018 as part of the Miami-Dade County Beach Erosion Control and Hurricane Protection project; and

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

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

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

Section 2. **Urging Members of the United States Congress to Fund Study.** The Town urges the United States Congress to expedite funding for the South Atlantic Coastal Study authorized in section 1204 of the Water Infrastructure Improvements for the Nation Act, with the necessary language and funding to ensure inclusion of the previously authorized Central and South Florida Flood Control Project and its area as part of this study.

Section 3. **Direction to the Town Clerk.** The Town Clerk is hereby directed to send a copy of this Resolution to United States Senators Bill Nelson and Marco Rubio, Congresswoman Debbie Wasserman Schultz, the Members of the Florida Congressional Delegation, the Governor of Florida and mayors of coastal communities throughout Miami-Dade County.

Section 4. **Authorization and Implementation.** The Town Manager and/or his designee is hereby authorized to take any and all action necessary to implement this Resolution.

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

PASSED AND ADOPTED on this 13th day of February, 2018.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



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

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

RESOLUTION COVER MEMORANDUM

Agenda #: 3J
Date: February 13, 2018
From: Daniel Dietch, Mayor
Subject: Zero Emission/Clean Energy Bus Goal Resolution

Objective: To approve the enclosed Zero Emission/Clean Energy Bus Goal Resolution.

Consideration: Progressive communities across the globe are working to transform their environments into greener, healthier and more prosperous places to live by pledging to a fossil-fuel-free streets commitment through the purchase of zero emission buses, people-friendly and walkable planning strategies and encouraging residents and businesses to shift to zero emission vehicles.

At the January 9, 2018 Commission meeting, direction was provided to the Town Administration to draft the enclosed resolution that is modeled after Resolution No. 2017-30112 that was recently passed by the City of Miami Beach. In addition our proposed resolution calls for the inclusion of the Zero Emission/Clean Energy Bus Goal in our study that will be conducted by Florida International University's Lehman Center for Transportation Research for Surfside and our neighboring municipalities' transit system when providing recommendations for the Town's Interlocal Shuttle System program.

Recommendation: To approve the enclosed Zero Emission/Clean Energy Bus Goal Resolution.

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SETTING A GOAL FOR ALL TOWN BUSES TO BE ZERO-EMISSION AND POWERED BY CLEAN ENERGY BY 2025; URGING MIAMI-DADE COUNTY AND ALL MUNICIPALITIES IN THE COUNTY TO ADOPT THE SAME GOAL; 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 Commission of the Town of Surfside (the “Town”) acknowledges that in order to address the impacts of climate change and improve the quality of life for all citizens, our streets must be safe and accessible and our air must be clean and free from harmful emissions; and

WHEREAS, across the globe, major cities are participating in initiatives to transform their environments into greener, healthier, and more prosperous places to live by pledging to a fossil-fuel-free streets commitment through the purchase or operation of zero-emission buses, people-friendly and walkable planning strategies, and encouraging residents and businesses to shift to zero emission vehicles between 2025 and 2030; and

WHEREAS, as a globally responsible municipality committed to green and clean energy initiatives, the Town wishes to adopt zero emission/clean energy bus goals; and

WHEREAS, the Town has engaged the Florida International University’s Lehman Center for Transportation Research (“FIU LCTR”) to study the Town’s and neighboring municipalities’ transit system and desires for FIU LCTR to consider the Town’s zero-emission/clean energy bus goal when providing recommendations for the Town’s Interlocal Shuttle System program; and

WHEREAS, upon any renewal of the Town's interlocal shuttle bus system, the Town should take that opportunity to plan for the replacement of buses that are Town-owned and/or continuously or regularly used by the Town with zero-emission/clean energy goal buses by 2025; and

WHEREAS, the Town urges the County, and all municipalities therein, to establish similar zero-emission/clean energy goals; and

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

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

Section 2. Set Zero-Emission/Clean Energy Goal for Buses. The Mayor and Town Commission hereby set a goal for all buses that are Town-owned and/or continuously or regularly used by the Town to be zero-emission and powered by clean energy by 2025, and urge Miami-Dade County, and all municipalities therein, to adopt the same goal.

Section 3. Direction to the Town Clerk. The Town Clerk is hereby directed to send a copy of this Resolution to the Mayors of Miami-Dade County and all municipalities therein.

Section 4. Authorization and Implementation. The Town Manager and/or his designee are hereby authorized to take any and all action necessary to implement this Resolution.

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

PASSED AND ADOPTED on this 13th day of February, 2018.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



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

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

RESOLUTION COVER MEMORANDUM

Agenda #: 3K
Date: February 13, 2018
From: Daniel Dietch, Mayor
Subject: Water Conservation Month (April 2018)

Objective: To support the National Mayor's Challenge for Water Conservation and designate April 2018 as Water Conservation Month.

Consideration: The Town of Surfside, as well as the State of Florida, the South Florida Water Management District and Miami-Dade County have designated April as Water Conservation Month. The seventh annual National Mayor's Challenge for Water Conservation is a healthy, non-profit competition for cleaner communities and a water use and pollution reduction competition between our cities. The Town of Surfside has participated for the past three years and wishes to continue to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at www.mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills.

Recommendation: Support the National Mayor's Challenge for Water Conservation and designate April 2018 as Water Conservation Month.

RESOLUTION NO. 18 - _____

**A RESOLUTION OF THE TOWN OF SURFSIDE
DECLARING APRIL AS WATER CONSERVATION
MONTH IN THE TOWN OF SURFSIDE, FLORIDA,
AND SUPPORTING THE NATIONAL “WYLAND
MAYOR’S CHALLENGE FOR WATER
CONSERVATION” IN THE TOWN OF SURFSIDE;
DIRECTING THE TOWN CLERK TO TRANSMIT A
COPY OF THIS RESOLUTION TO THE FLORIDA
LEGISLATURE, THE SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, THE BOARD OF
COUNTY COMMISSIONERS OF MIAMI-DADE
COUNTY, AND ALL THE MUNICIPALITIES OF
MIAMI-DADE COUNTY; AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside Commission recognizes the importance of high quality drinking water to the public's health, safety and welfare; and

WHEREAS, the State of Florida, the South Florida Water Management District, and Miami-Dade County have designated April as Water Conservation Month; and

WHEREAS, the Town Commission further recognizes the importance of conserving this precious resource; and

WHEREAS, the Town of Surfside is within Miami-Dade County’s critical "water caution area" as declared by the South Florida Water Management District and our limited water resources are being shared between our environment, agriculture, and urban areas; and

WHEREAS, conservation plays an important role in protecting and preserving the delicate ecosystem; and

WHEREAS, by conserving our water resources we are also saving money -- the more we preserve the longer our water supply will last; and

WHEREAS, the Town of Surfside continues to explore ways to manage residential consumption of water and power, and to inspire its residents to care for our natural resources; and

WHEREAS, the seventh annual National Mayor’s Challenge for Water Conservation is a healthy, non-profit competition for cleaner communities and a water use and pollution reduction competition between our cities; and

WHEREAS, with the encouragement of the Town, residents may register their participation in the Town’s Challenge online by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting the Town

to apply State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS, from April 1- 30, 2018, the Town of Surfside wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at www.mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills.

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

Section 1. The Town of Surfside declares that April will be henceforth known as Water Conservation Month in the Town of Surfside.

Section 2. The Town of Surfside supports the "Wyland Mayor's Challenge for Water Conservation" and that the program is to be implemented from April 1- 30, 2018, through a series of communication and outreach strategies.

Section 3. Direction to the Town Clerk. The Town Clerk is hereby directed to send a copy of this Resolution to the Florida Legislature, the South Florida Water Management District, the Board of County Commissioners of Miami-Dade County, and all the municipalities of Miami-Dade County.

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

PASSED AND ADOPTED this _____ day of _____, 2018.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, Town Clerk

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

Lily Arango, Town Attorney



Town of Surfside Commission Communication

Agenda item # 4A1
Agenda Date: February 13, 2018
Subject: Freeboard Modification
From: Guillermo Olmedillo, Town Manager

Background: One of the Planning & Zoning Board's (Board) top priorities is to prepare and plan for sea level rise. As properties are being redeveloped, the Board has been concerned with structures having the ability to be elevated to accommodate sea level rise. The board has asked staff to analyze utilizing Finished Floor Elevation (FFE), plus an additional one foot of built up ground. The additional one foot of built up ground is called "freeboard."

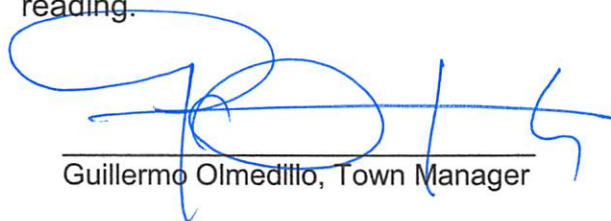
Staff is proposing to add one foot of freeboard to new construction and substantial improvements.

Budget Impact: Preparation of an ordinance.

Growth Impact: N/A

Staff Impact: Preparing a code modification presented to Planning and Zoning Board and two readings at Town Commission.

Recommendation: The Planning and Zoning Board recommended approval at their January 25, 2018 meeting. Staff recommends approval of the ordinance on second reading.



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 18-_____

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

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

4 **WHEREAS**, the Federal Emergency Management Agency ("FEMA") has identified
5 special flood hazard areas within the boundaries of the Town and such areas may be subject to
6 periodic flooding/inundation which may result in the loss of life and property, health and safety
7 hazards; and

8 **WHEREAS**, the Sustainability Committee and Planning and Zoning Board researched
9 and evaluated the impact of rising sea levels and the necessity and ability to increase the lowest
10 floor elevation requirements to reduce flooding of residential structures; and

11 **WHEREAS**, the Town Commission agrees with the recommendations of the
12 Sustainability Committee and Planning and Zoning Board and finds there is a critical need to
13 increase base flood elevations, particularly for single family residential properties, to the extent
14 feasible within the current height limitations of the Town Charter; and

15 **WHEREAS**, the Town Commission held its first public hearing on December 13, 2017
16 having complied with the notice requirements required by Florida Statutes; and

17 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town,
18 held its hearing on the proposed amendment on January 25, 2018 with due public notice and input;
19 and

20 **WHEREAS**, the Town Commission conducted a second duly noticed public hearing on
21 these regulations as required by law on _____, 2018; and

22 **WHEREAS**, the Town Commission hereby finds and declares that adoption of this
23 Ordinance is in the best interest of the Town.
24

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

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. Section 42-92 "Specific standards," of Chapter 42 "Floods" the code of the Town of Surfside, Florida is hereby amended as follows¹:

Sec. 42-92. - Specific standards.

In all A-zones where *base flood* elevation data have been provided (zones AE, A1-30, and AH), as set forth in division 3, section 42-57, the following provisions shall apply in addition to those specified in section 42-91:

(1) *Residential construction.*

a. Single-family residential construction. All new construction and substantial improvement of a single family structure (including manufactured home) shall have the lowest floor, including basement, elevated to at least two feet above the base flood elevation.

b. All other residential construction. All new construction and substantial improvements of any residential building other than single family residential or manufactured home ~~(including manufactured home)~~ shall have the lowest floor, including basement, elevated to at least ~~no lower than~~ one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with standards of division 5, subsection 42-92(3).

* * *

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

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

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

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

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

1 PASSED AND ADOPTED on first reading this 13th day of December, 2017.

2 PASSED AND ADOPTED on second reading this ___ day of _____, 2018.

3
4
5 On Final Reading Moved by: _____

6
7 On Final Reading Second by: _____

8
9
10 **FINAL VOTE ON ADOPTION:**

11
12 Commissioner Daniel Gielchinsky _____
13 Commissioner Michael Karukin _____
14 Commissioner Tina Paul _____
15 Vice Mayor Barry Cohen _____
16 Mayor Daniel Dietch _____

17
18
19 _____
20 Daniel Dietch, Mayor

21
22 **ATTEST:**

23
24
25 _____
26 Sandra Novoa, MMC, Town Clerk

27
28
29 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
30 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

31
32 _____
33 Weiss Serota Helfman Cole & Bierman, P.L.,
34 Town Attorney



Town of Surfside Commission Communication

Agenda item # 4A2
Agenda Date: February 13, 2018
Subject: Roof Height Modification
From: Guillermo Olmedillo, Town Manager

Background: The existing code measures height from crown of the road to the top of the structure and in the single family zoning districts, this is a maximum of 30 feet in height, which can accommodate a two story structure.

The Town Commission requested staff to analyze if a two story structure could be developed by increasing the freeboard by one foot, but not increasing the height. This was further discussed at the October 26, 2017 Planning and Zoning Board meeting. The board requested staff to analyze whether measuring from crown of the road to the mean height of the roof was providing the same treatment to pitch roofed houses as flat roof houses, which are allowed to have a parapet. The Board requested staff to consider measuring from crown of the road to the top of the roof beam, suggesting that the difference between the roof pitch and the roof beam would provide the equal treatment for these two roof types.

Staff is proposing the measurement for pitched roofs to be from grade to the top of the roof beam.

Budget Impact: Preparation of an ordinance.

Growth Impact: May encourage the development of pitched roofed rather than flat roofed homes.

Staff Impact: Preparing a code modification presented to Planning and Zoning Board and two readings at Town Commission.

Recommendation: The Planning and Zoning Board recommended approval at their January 25, 2018 meeting. Staff recommends approval of the ordinance on second reading.



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 18-_____

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

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

WHEREAS, the Town has researched and evaluated mechanisms available to encourage pitched roof design for residential structures to maintain a more consistent architectural scheme; and

WHEREAS, the Town recognizes that a pitched roof does not obscure the entire visual plane, but rather takes up only a portion of the spatial volume between the top beam and the roof peak; and

WHEREAS, the Town desires to revise the methodology for measuring the height of pitched roofs to recognize the reduced visual impact and encourage the use of pitched roofs; and

WHEREAS, the Town Commission held its first public hearing on December 13, 2017 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 amendment on _____, 2018 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 _____, 2018; and

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

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

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. Section 90-2 “Definitions,” of Chapter 90, “Zoning” of the code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-2. - Definitions.

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

* * *

Height:

- (1) Flat Roofs: The vertical distance from ~~the grade, which is~~ the average datum or elevation of the crown of the road fronting upon the street serving the lot or building site, to the highest point of the roof.
- (2) Pitched Roofs. The vertical distance from the average datum or elevation of the crown of the road fronting the lot or building site, to the top of the tie beam. A pitched roof shall have a maximum pitch of 4/12.

* * *

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

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

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

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

PASSED AND ADOPTED on first reading this 13th day of December, 2017.

PASSED AND ADOPTED on second reading this __ day of _____, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



Town of Surfside Commission Communication

Agenda Item # 4A3

Agenda Date: February 13, 2018

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

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


Background:

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

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

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

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



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 2018-_____

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

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

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

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

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

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

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

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

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

* * *

Chapter 3 – PURCHASING

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

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

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

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

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

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

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

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

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

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

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

* * *

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

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

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

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

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

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

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

* * *

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

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

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

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

PASSED on first reading on the 9th day of January, 2018.

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

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



Town of Surfside Commission Communication

Agenda Item # 4A4

Agenda Date: February 13, 2018

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

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

Background:


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

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

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

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

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



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 2018-_____

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

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

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

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

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

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

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

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

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

* * *

Section 35. – Powers and duties.

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

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

* * *

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

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

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

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

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

PASSED on first reading on the 9th day of January, 2018.

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

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



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

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

Commission Communication

Agenda #: 4A5
Date: February 13, 2018
From: Commissioner Daniel Gielchinsky
Subject: Ordinance permitting law enforcement to consider potential anti-Semitic motivation for criminal offenses

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

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

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

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

Recommendation: To adopt the attached second reading Ordinance.

ORDINANCE NO. 18 - _____

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

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

4 **WHEREAS**, the Town Commission will not tolerate discrimination within its jurisdiction;
5 and

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

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

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

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

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

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

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

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

WHEREAS, the Town Commission held its first public hearing on January 9, 2018 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 on February 13, 2018 as required by law on and further finds the proposed change is consistent with the Comprehensive Plan and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA¹:

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

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

Chapter 54 - OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE I. - IN GENERAL

* * *

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

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

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

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

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

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

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

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

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

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

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

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

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

* * *

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

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

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

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

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

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

PASSED and ADOPTED on second reading this 13th day of February, 2018.

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:**

127
128
129 Weiss Serota Helfman Cole and Bierman, P.A.
130 Town Attorney



Town of Surfside Commission Communication

Agenda #: 4A6
Agenda Date: February 13, 2018
Subject: Temporary Signs
From: Sarah Sinatra Gould, AICP, Town Planner

Background: Section 166.0425, *Florida Statutes* provides that municipal sign ordinances shall not conflict with any applicable state or federal laws. The opinion of Reed v. Town of Gilbert, Ariz., 135 S. Ct. 2218 (2015) by the United States Supreme Court struck down an ordinance in the Town of Gilbert, Arizona as unconstitutional based on distinctions it made between temporary signs. Surfside Town Administration has determined that revisions to the Surfside sign code are advisable to update the code to be in compliance with Reed vs. Town of Gilbert, Ariz.

Analysis: Currently, the code divides temporary signs into different categories based on content (ex. real estate signs, political signs and construction signs). Due to the recent federal ruling on temporary signs, the Town must modify the code to treat the content all of these signs the same. Under today's code, one property could have a political sign, real estate sign and construction sign. The proposed requirements will continue allowing three temporary signs without dictating content. The proposed size for temporary signs three square feet, which is consistent with the existing size of both real estate and political signs.

Budget Impact: None

Growth Impact: None

Staff Impact: None

Staff Recommendation: The Planning and Zoning Board sitting as the Local Planning Agency recommended approval of the ordinance. Staff recommends approving the ordinance on second reading.

Sarah Sinatra Gould, AICP, Town Planner

Guillermo Olmedillo, Town Manager

ORDINANCE NO. 18 - _____

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI “SIGNS” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; SPECIFICALLY AMENDING SECTION 90-69 “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 90-74 “TEMPORARY SIGNS”; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) revised and replaced its sign code in its entirety by Ordinance No. 14-1624; and

WHEREAS, Section 166.0425, *Florida Statutes* provides that municipal sign ordinances shall not conflict with any applicable state or federal laws; and

WHEREAS, the issued opinion of Reed v. Town of Gilbert, Ariz., 135 S. Ct. 2218 (2015) by the United States Supreme Court struck down an ordinance in the Town of Gilbert, Arizona as unconstitutional based on distinctions it made between temporary signs; and

WHEREAS, the Town has determined that revisions to the Town sign code are advisable to update the code to be in compliance with the recent United States Supreme Court decision of Reed vs. Town of Gilbert; and

WHEREAS, the Town Commission held its first public hearing on these regulations on April 13, 2017; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a duly noticed hearing on April 27, 2017 and February 6, 2018; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on February 13, 2018; and

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

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

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

Section 2. Code Amendment. The Code of Ordinances of the Town of Surfside, Section Sec. 90-69 is hereby amended as follows:

Sec. 90-69. - Definitions.

~~Construction sign: A temporary sign identifying those engaged in construction or remodeling on a building site, including the developer, contractor, subcontractor, architect, engineer or artisans involved in the project.~~

~~Political sign: Any sign which indicates the name, cause or affiliation of anyone seeking public office or which references a ballot issue~~

~~Temporary sign: A sign which is allowed for a limited amount of time such as a special event banner sign, construction sign, political sign or real estate sign or which pertains to a particular event or occurrence, or which is not designed or intended to be placed permanently.~~

Section 3. Code Amendment. The Code of Ordinances of the Town of Surfside, Section Sec. 90-74 is hereby amended as follows:

Sec. 90-74. - Temporary signs.

* * *

~~(b) Political sign.~~

(1a) ~~SD-B40 district.~~ Three ~~One~~ professionally lettered political temporary signs, ~~excluding banners,~~ shall be permitted per building frontage. The maximum sign area shall be three square feet per sign. The sign shall be mounted flat against the building wall or a ~~minimum of 12 inches from a window,~~ and shall not project above the eave line of the building.

(2b) ~~All other zoning districts.~~ Three ~~One~~ professionally lettered temporary ~~political~~ signs shall be permitted per street frontage. The sign shall be wall mounted flat against the building wall or securely fastened to a wood or metal freestanding stake or post of sufficient strength. The maximum sign area shall be three square feet per sign. Sign face shall be constructed of metal, plastic, wood, pressed wood or cardboard. The maximum sign height for in-ground signs including support frame shall not exceed 42 inches from the ground to the top of the sign. Such sign shall be located outside of any sight visibility triangle. No portion of the sign shall extend across the property line.

(3c) Signs shall be not be erected more than 90 days prior to the ~~subject election date or ballot vote event or occurrence~~ and shall be removed no later than seven days after the event or occurrence ~~subject election date or ballot vote~~.

(4d) Signs shall not be lighted or illuminated in any manner.

(5e) It shall be unlawful for any person to paste, glue, print, paint, affix, or attach by any means whatsoever to the surface of any public street, right-of-way, easement, sidewalk, curb, or to any property of any governmental body or public utility, any ~~political~~

~~temporary sign, poster, placard, or sticker designed or intended to advocate or oppose any ballot issue or the nomination or election of any candidate.~~

~~(e) Construction sign. Signs (f) Signs placed on construction sites.~~

~~(1) One professionally lettered construction~~ One sign shall be permitted per construction site or development subject to the issuance of a building permit for the project. Such sign shall be removed immediately if the building permit for the project expires and construction has not commenced, and/or the permit is not renewed.

~~(2) Sign content is limited to the following:~~

~~a. Project name.~~

~~b. Parties involved in construction and financing.~~

~~c. Contact information such as phone number, email address or website.~~

~~d. Unit prices not to exceed ten percent of the total sign area. Numbers shall not exceed six inches in height.~~

~~(3) Maximum sign area is 16 square feet.~~

~~(4) Such~~ Sign may be freestanding affixed to posts, a flat wall sign, or to a construction fence. Freestanding signs shall be a minimum of ten feet from the property line and shall be a maximum of five feet in height from the ground to the top of the sign. Wall signs shall not extend above the floor of the second story, parapet wall, or eave line of the building.

~~(5) Rigid weatherproof board is required.~~

~~(6) Such sign must be removed within 72 hours of the issuance of a certificate of occupancy.~~

~~(d-g) Temporary window sign.~~

(1) Temporary window signs of any nature may be attached to glass window or doors, or mounted within 12 inches of a glass window or door.

(2) One temporary sign shall be permitted per window.

(3) Sign may not be displayed more than 60 calendar days.

(4) The total area for temporary signs shall not exceed 20 percent of the glass window they are facing unless otherwise provided in this subsection.

~~(5) Temporary signs pertaining to a going out of business sale or everything must go clearance event shall be permitted to be displayed within a window for a period not to exceed 90 calendar days.~~

~~(6) A temporary sign not exceeding one square foot may be affixed to any window or glass door stating special hours or closing days due to holidays, or bona fide business or personal emergencies. There shall not be more than one such sign per window or door. Sign shall not be maintained for more than 14 calendar days.~~

~~(7) Signs not in excess of six square inches, listing merchandise price, may be attached to items displayed in display windows.~~

~~(8) Temporary signs which are removed and redisplayed within 30 calendar days of removal shall be deemed in violation of this subsection listing price not exceeding six square inches shall be exempt from this requirement.~~

~~(e h) Special event Temporary banner sign.~~

(1) One professionally lettered temporary banner per building frontage or window in SD-B40 district ~~advertising a grand opening associated with a commercial building or business enterprise is permitted.~~

(2) ~~Permitted content shall be limited to "Grand Opening," "Coming Soon," "Now Open" or "Under New Management" and the date and time of the event where applicable.~~

(32) No banner shall exceed 32 square feet or five percent of the building façade that faces a public street, whichever is less.

(4) ~~Banners may only be displayed within 60 calendar days from the date an occupational license is issued.~~

(53) No banner shall be displayed for more than 30 consecutive calendar days within a six month period.

(64) Banner shall not include changeable copy.

(75) Banner shall be made of durable materials such as canvas or vinyl. Non-durable material such as butcher-type paper is not permitted.

(86) Banner shall be securely attached to a supporting structure such as a street frontage wall and capable of withstanding continuous wind without deflections or rotations that would cause deformation or damage.

(97) No banner shall be attached to a roof structure or above the eave line of the building.

Section 3. 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 4. 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 5. 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 re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

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

PASSED on first reading this 13th day of April, 2017.

PASSED and **ADOPTED** on second reading this 13th day of February, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



Town of Surfside Commission Communication

Agenda Item # 4A7

Agenda Date: February 13, 2018

Subject: Pension Amendment Clarifying Definition of Senior Management Employee

Background: The Retirement Plan for Employees of the Town of Surfside (the "Pension Plan") is one of approximately 490 municipal defined benefit pension plans in Florida. The Pension Plan was created in 1960 and is deemed to be well funded by the Pension Plan's actuary.

The Retirement Plan was amended October 1, 2016 to adopt a second-tier benefit structure for senior management employees. The Senior Management Employee is currently defined by specific position titles (Town Manager, Town Attorney, Town Clerk, Building and Zoning Department Director, Code Compliance Director, Finance Director, Human Resources Director, Parks and Recreation Director, Public Works Director, Tourism, Economic Development and Community Services Director).

The Pension Board has recommended an ordinance change clarifying the definition of Senior Management Employee to address changes in title, or the elimination of, or creation of new positions to which the senior management tier should apply. The definition of Senior Management Employee to be amended to read "Town Manager, Assistant Town Manager, Town Attorney, Town Clerk, and all directors".

Two Charter Officers, the Town Manager and Town Attorney, are permitted to opt out of the Plan. Participation is mandatory for all other eligible full time employees.

Analysis: Staff agrees with the proposed ordinance which will be useful to improve recruitment and retention of Town employees. The ordinance has been studied by staff, the Pension Plan's actuary, and recommended by the members of the Pension Board.

Budget Impact: The required actuarial impact statement from the Pension Plan's actuary showing a no cost actuarial impact is attached.

Recommendation: The Pension Board recommends the ordinance amendment be approved, which requires two readings of the ordinance. First reading was conducted on September 18, 2017.


Guillermo Olmedillo, Town Manager


Mayte Gamiotea, Acting Finance Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CODE OF THE TOWN OF SURFSIDE REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-171 OF THE TOWN CODE TO CLARIFY THE DEFINITION OF THE TERM SENIOR MANAGEMENT EMPLOYEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside sponsors a defined benefit retirement plan for employees of the Town of Surfside (“Retirement Plan”);

WHEREAS, the Plan was amended in 2016 to adopt a second tier benefit structure;

WHEREAS, the Plan currently provides for application of benefits by specific titles; and

WHEREAS, the application of benefits by specific title does not address changes in title or the elimination or creation of new positions to which the benefits should apply; and

WHEREAS, the Board of Trustees of the Retirement Plan has recommended the clarification of the term “Senior Management Employee” to include the Assistant Town Manager and all Directors; and

WHEREAS, the Commission of the Town of Surfside believes that the adoption of this amendment is in the best interests of the citizens and taxpayers of the Town;

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Surfside:

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

Section 2. SECTION 2-171, Definitions, is hereby amended and to be read as follows:

Senior management employee: For purposes of the new senior management tier benefit, senior management employee means the town manager, assistant town manager, town attorney, town clerk, ~~town attorney, town clerk, building and zoning department director, code compliance~~

~~director finance director, human resources director, parks and recreation director, public works director, tourism, economic development and community services director~~ and all directors.

Section 3. All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 4. Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

Section 5. It is the intention of the Commission of the Town of Surfside that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. This ordinance shall become effective upon final passage.

PASSED AND ADOPTED ON FIRST READING, this 18th day of September, 2017.

PASSED AND ADOPTED ON SECOND READING, this 13th day of February, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



February 2, 2018

Ms. Mayte Gamiotea
Pension Administrator
Retirement Plan for Employees of the
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154-3009

**Re: Retirement Plan for Employees of the Town of Surfside
Actuarial Impact Statement**

Dear Mayte:

As requested, we have performed an actuarial review of the proposed Ordinance (copy attached).

Based upon our review, the proposed Ordinance:

1. Clarifies the definition of Senior Management Employee to mean the town manager, assistant town manager, town attorney, town clerk and all directors.
2. Repeals all Ordinances or parts of Ordinances in conflict herewith.
3. Provides for severability.
4. Provides for codification.
5. Provides for an effective date.

In our opinion, based upon the actuarial assumptions and methods employed in the October 1, 2016 Actuarial Valuation, the proposed Ordinance is a *no cost* Ordinance under State funding requirements.

If you should have any question concerning the above, please do not hesitate to contact us.

Sincerest regards,

A handwritten signature in black ink that reads "L. F. Wilson".

Lawrence F. Wilson, A.S.A.
Senior Consultant and Actuary

Enclosure

cc: Ms. Yamileth Slate-McCloud
Adam Levinson, Esq.

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Town of Surfside Commission Communication

Agenda Item # 4B1

Agenda Date: February 13th, 2018

Subject: Maintenance in the Right-of-way, Including Trees and Mulch

Background: The Town Manager, at the December 13, 2017 Town Commission meeting, highlighted the consequences to power service from the interference of inappropriately maintained trees, particularly in the right-of-way, and to storm drains caused by mulch placed in the right-of-way. The Town Commission directed staff to prepare an ordinance to address these situations with costs to be borne by the owner of the abutting property charged with maintaining the areas.


Analysis: The attached ordinance clarifies that trees and all landscaping, both on the property and in adjacent right-of-ways, must be maintained free and clear of power lines and in a manner that will prevent interference with above- and below-ground utilities. It further clarifies in the relevant sections, that the Town Manager has the authority to perform or have performed, at the property owner's expense, such maintenance on the property and in the adjacent right-of-way. Pursuant to Section 14-89(g), such costs, if not paid by the property owner, may be placed as a lien against the property. Finally the Ordinance prohibits the placement of mulch in the right-of-way.

Budget Impact: The extra costs for maintenance will be charged to the property owners as currently provided.

Staff Impact: The Departments of Public Works and Code Compliance will coordinate their inspection and enforcement activities.

Recommendation: Staff recommends a motion to approve the Ordinance.


Guillermo Olmedillo, Town Manager


Mayte D. Gamiotea, Acting Finance Director

ORDINANCE NO. 18 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING ARTICLE III, PROPERTY MAINTENANCE STANDARDS, OF CHAPTER 14, BUILDINGS AND BUILDING REGULATIONS, AND CHAPTER 90, ZONING, TO PROHIBIT USE OF MULCH IN THE RIGHT-OF-WAY AND ADDRESS PROPERTY OWNER MAINTENANCE RESPONSIBILITIES FOR PUBLIC RIGHT-OF-WAY ADJACENT TO PRIVATE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

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

4 **WHEREAS**, the Town Code of Ordinances (the “Town Code”) requires property owners to
5 maintain the right-of-way. including sod, landscaping and trees, adjacent to their property; and

6 **WHEREAS**, many property owners fail to maintain said right-of-ways, and particularly the
7 trees in such right-of-ways, in a manner which does not interfere with above- and below-ground
8 utilities and particularly power lines; and

9 **WHEREAS**, untrimmed trees cause particular risk and damage during storm events and in
10 Hurricane Irma, created a number of power issues; and

11 **WHEREAS**, the Town desires to more stringently enforce the existing maintenance
12 requirements of the Town Code in order to preserve and protect the public welfare, especially in
13 light of forecast increases in storm activity during upcoming hurricane seasons; and

14 **WHEREAS**, the Town desires to clarify the requirements for property owner maintenance of
15 trees and landscaping on both private property and the adjacent right-of-way in order to maintain
16 FPL lines free and clear and eliminate interference and potential damage to above- and below-
17 ground utilities; and

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

18 **WHEREAS**, the Town Code provides that failure to maintain property, including adjacent
19 right-of-way, may result in the Town performing or arranging for such maintenance and that the
20 cost of such maintenance may be imposed upon the property owner and liened against the
21 property; and

22 **WHEREAS**, the Town Commission held its first public hearing on February 13, 2018 of the
23 proposed amendments to the Code of Ordinances having complied with the notice requirements
24 by the Florida Statutes; and

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

29
30 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
31 **THE TOWN OF SURFSIDE, FLORIDA¹:**

32
33 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
34 this reference:

35
36 **Section 2. Town Code Amended.** Chapter 14, Buildings and Building Regulations,
37 Article III, Property Maintenance Standards, of the Town of Surfside Code of Ordinances is here
38 by amended to read as follows¹:

39 **CHAPTER 14 – BUILDINGS AND BUILDING REGULATIONS**

40 * * *

41 **ARTICLE III. - PROPERTY MAINTENANCE STANDARDS**

42 **Sec. 14-51. - Established.**

43 (a) The owner of every single-family or multiple-family dwelling or commercial property, or
44 his appointed agent, shall be responsible for maintaining the exterior in a clean, sanitary and
45 safe condition. All structures and all parts thereof shall be maintained in good repair and
46 shall be capable of performing the function for which such structure or part or any feature
47 thereof was designed or intended to be used.

48 (b) All exterior walls of every structure shall be maintained weathertight and otherwise
49 maintained so as to resist decay or deterioration from any cause. All exterior surfaces

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

subject to deterioration shall be properly maintained and protected from the elements by paint or other approved coating, applied in a workmanlike fashion. All exterior surfaces including walls, trim, doors and signs shall be properly maintained in a clean and sanitary condition, free of dirt, mold, mildew and faded or chipped paint, and must be repainted, recovered or cleaned when 25% or more of any exposed surface becomes discolored or is peeling in the approved color.

(c) Exterior property areas of all premises shall be kept free of any debris, object, material or condition which may create a health, accident or fire hazard, or which constitutes a blighting or deteriorating influence on the neighborhood. Lawns, landscaping and driveways shall also be maintained so as not to constitute a blighting or deteriorating effect in the neighborhood.

(d) Whenever there is an unpaved area between the sidewalk and the curb, or between the sidewalk and the property line, or between the paved roadway and the property line, it shall be the responsibility of the owner and/or occupant of the property to make sure that there are no holes or hidden dangers in the unpaved areas, and to maintain any plants, including trees and sod, and irrigation located in said area. Such areas shall be maintained free of mulch.

(e) Each property owner is responsible for hiring a qualified, licensed and insured contractor as necessary to maintain all trees on their property or within the right-of-way adjacent to their property, free and clear of power lines and in a manner which does not interfere with or cause damage to above- or below-ground utilities.

(f) The town manager is hereby authorized and directed to employ necessary personnel and equipment to enter upon any property whose owner or occupant fails to maintain lawns, landscaping, ~~and~~ driveways, and adjacent right-of-ways in accordance with this article and to maintain same.

(g) In order to defray the cost to the town of maintaining such property there is hereby levied and assessed against each owner or occupant who fails to maintain such lawns, landscaping and driveways in accordance with this article, an administrative fee as set forth in the schedule of fines adopted by resolution per time the town provides such maintenance, in addition to the actual costs incurred for said maintenance. All charges becoming due and payable under this subsection constitute, and are hereby imposed as liens against the real property, and, upon becoming delinquent April 1 of the following year, until fully paid and discharged, shall remain liens, equal in rank and dignity with the ad valorem taxes of the town, and may be satisfied by the sale of certificates in the same manner as is provided for the sale of certificates on delinquent ad valorem taxes. Such lien shall be superior in rank and dignity to other liens, encumbrances, titles and claims in, to or against the real property involved.

86 * * *

87 **Section 3. Town Code Amended.** Chapter 90, Zoning of the Town of Surfside Code of
88 Ordinances is here by amended to read as follows:

89 **Chapter 90 - ZONING**

90 * * *

91 **ARTICLE V. – Design Standards**

92 * * *

93 **Sec. 90-52. - Required clearances.**

94 As an aid to free and safe movement of vehicles at and near street intersections and in order to
95 promote more adequate protection for the safety of children, pedestrians, operators of vehicles
96 and for property, there shall be limitations on the height of fences, walls, gateways, ornamental
97 structures, signs, hedges, shrubbery, and other fixtures, construction, and planting on corner
98 lots in all districts where front yards are required as follows:

99 (a) All corner properties shall provide and maintain unobstructed corner clearance areas along
100 both the front and side lot lines; and

101 (b) All objects, fences, walls, gateways, ornamental structures, signs, hedges, shrubbery, and
102 other fixtures, construction, and planting within any corner clearance areas shall provide
103 unobstructed cross-visibility at a level between 30 inches and eight feet, with the exception
104 of tree trunks that do not create a traffic hazard; and

105 (c) The property owner shall be responsible for maintaining all landscaping within the corner
106 clearance areas; and

107 (d) It shall be unlawful for any person to plant or cause to be planted any tree or shrubs or to
108 place any structure in the public right-of-way without a permit from the town manager or
109 designee. The elevation grades of the public right-of-way adjacent to private property shall
110 not be altered; and

111 (e) Only turf as defined in section 90-85.2 of the Code shall be located within the public-right-
112 of-way between the edge of any roadway or curb and the private property line; and

113 (f) The placement of mulch within the public right-of-way is prohibited; and

114 (g) The town manager or designee shall make the final determination regarding unobstructed
115 corner clearance areas.

116 (i) If any property owner fails to maintain clearances and conditions required by this section,
117 the Town may take action and assess costs pursuant to Article III, Property Maintenance

Standards of Chapter 14.

* * *

ARTICLE VIII. – Landscape Requirements

* * *

Sec. 90-87. - Installation of landscaping and irrigation.

All landscaping and irrigation shall be installed according to accepted horticultural planting procedures with the quality of plant materials as hereinafter described, including:

- (1) Planting soil/topsoil shall be of the minimum quality as specified in the plant materials section of this Code. All trees, palms, shrubs, and ground covers shall be planted with a minimum of 12 inches or two times the root ball of planting soil around root ball. A minimum of three inches of shredded, approved arsenic free, organic mulch or groundcover shall be installed around each tree planting for a minimum of 18 inches beyond its trunk in all directions, including palms, and throughout all hedge, shrub, and groundcover planting. The use of mulch obtained from Melaleuca, Eucalyptus, or other invasive plant species is encouraged in order to reduce their impact on the environment and to preserve the remaining native plant communities.
- (2) All trees/palms shall be properly guyed and staked at the time of planting until one year from landscape final or establishment. The use of nails, wire or rope, or any other method which damages the trees or palm, is prohibited. All plants shall be installed so that the top of the root ball remains even with the soil grade or ten percent or the root flare is visible above the surrounding grade. All synthetic string, synthetic burlap, cords, or wire baskets shall be removed before planting.
- (3) All parking islands, medians, and other landscape areas shall be installed with continuous Type "D" curbing to prevent damage to the plant material and the displacement of topsoil and mulch. Also, all landscape islands, divider medians, and planters shall be excavated of limerock and/or compacted soil to a depth of 30 inches and backfilled with specified planting mix to the top of curb. Additionally, all areas along buildings shall be excavated to a depth of 12 inches and backfilled with specified planting mix. No mulch shall be permitted in adjacent swales or right-of-way.

* * *

Sec. 90-88. - Maintenance of landscaped areas.

- (1) An owner of land subject to this Code shall be responsible for the maintenance of said land and landscaping so as to present a healthy, vigorous and neat appearance free from refuse and debris. All landscaped areas shall be sufficiently fertilized and irrigated to maintain the plant material in a healthy and viable condition.

NOTE: All fertilizer shall be safe and environmentally friendly. Also, the applications shall conform to the manufacturer's specifications.

- (2) Three inches of clean, weed-free, arsenic free, organic mulch shall be maintained over all areas originally mulched at all times. Turfgrass shall be kept trimmed and/or mowed regularly to a height not exceeding eight inches above the ground. The use of mulch in swales or right-of-way is prohibited.

* * *

Sec. 90-89. - Plant material

* * *

90-89.4 Trees:

* * *

(6) Street tree requirements:

- a. Street trees shall be required at one shade tree/palm tree per 20 linear feet of street frontage thereof along all public or private street right-of-ways in all zoning districts.
- b. Street trees shall be of a species typically grown in South Florida that normally matures to a height of at least 20 feet. Street trees shall have a clear trunk of over seven feet, an overall height of fourteen (14—16) feet and a minimum of 2½ inches DBH at time of planting. Palm trees utilized as street trees shall have eight foot clear wood.
- c. The average spacing requirement for H40 districts shall be based on the total lineal footage of roadway for the entire project and not based on individual lot widths.
- d. Street tree species shall be approved by the town during plan review. Street trees shall visually define the hierarchy of roadways, provide shade along roadways, and provide a visual edge along roadways. Consideration shall be given to the selection of trees, plants and planting site to avoid serious problems such as clogged sewers, cracked sidewalks, and power service interruptions.
- e. Street trees shall be placed within the swale area or shall be placed on private property where demonstrated to be necessary due to right-of-way obstructions as determined by the town. A Public Works permit shall be obtained prior to planting any tree in the right-of-way.

- f. Street trees planted along roadways and/or sidewalks shall be placed a minimum of four feet off the interior pavement edge.
- g. Street trees planted within sidewalk or curbed planting area along parallel parking shall have a minimum planting area of six feet by six feet. If the street tree is planted within the sidewalk, root barrier(s) of minimum depth of 12 inches shall be installed per manufacturer's recommendations. These trees shall require adjustable tree grates or groundcover to full coverage inside planting area.
- h. When trees are planted within the right-of-way, the owners of land adjacent to the areas where street trees are planted must maintain those areas including the trees, plants, irrigation and sod. Trees must be maintained free and clear of powerlines and all trees and plantings shall be maintained in a manner to which prevents interference with above- or below-ground utilities. Where the state, county or town determines that the planting of trees and other landscape material is not appropriate in the public right-of-way, they may require that said trees and landscape material be placed on private property.
- i. If any property owner fails to maintain trees and other landscaping in right-of-way or on private property, free and clear of power lines and in a manner which does not interfere with or cause damage to above- or below-ground utilities, the Town may take action and assess costs pursuant to Article III, Property Maintenance Standards of Chapter 14.
- j. Where the Town determines a tree or landscaping in the right-of-way is detrimental to the health, safety and welfare of residents or has a significant likelihood of causing damage to utilities or powerlines, said tree or landscaping may be removed by the Town, at the owner's expense. Such costs shall be assessed against a property owner and property pursuant to Article III, Property Maintenance Standards of Chapter 14.

* * *

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

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

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

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

PASSED and **ADOPTED** on first reading this 13th day of February, 2018.

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

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



Town of Surfside Commission Communication

Agenda Item # 4B2

Agenda Date: February 13, 2018

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

Subject: Amending Section 2-235 "Lobbying"
First Reading

Background: The attached ordinance revises the Town's Code of Ethics codified in Article VII. Chapter 2 of the Town Code of Ordinances. The Code of Ethics was originally adopted on April 10, 2007 establishing standards of conduct for current and former Town officials and employees and persons or entities doing business with and lobbying before the Town, and was subsequently amended on January 15, 2013, December 9, 2014, February 16, 2017, and December 13, 2017. The proposed changes, which are meant to conform to the Miami-Dade County Code of Ethics, revise the timing of the suspension from lobbying for failure to file an expenditure report and provide that fine appeals are to the Miami Dade Commission on Ethics and Public Trust.

Recommendation: The Town Manager and Town Attorney recommend the Commission approve first reading of the proposed Ordinance providing for the above changes to the Code of Ethics, pursuant to Commission direction for consistency with the County Ethic's Code.



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 18 - _____

**AN ORDINANCE OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 2-
235 – “LOBBYING” REGARDING LOBBYISTS’ APPEAL
OF FINES FOR EXPENDITURE REPORTS; PROVIDING
FOR SEVERABILITY; PROVIDING FOR INCLUSION IN
THE CODE; PROVIDING FOR CONFLICTS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

4 **WHEREAS**, the Town Commission subsequently amended the Code of Ethics on January
5 15, 2013, December 9, 2014, February 16, 2017 and December 13, 2017 to impose additional
6 regulations on lobbyists and include an honor code for elected and appointed Town officials and
7 employees; and

8 **WHEREAS**, the Town Commission desires to further amend the Code of Ethics in Article
9 VII of the Town Code for consistency and to address lobbyists’ appeals of fines for failure to file
10 required expenditure reports.

11 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
12 **TOWN OF SURFSIDE, FLORIDA:¹**

13
14 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
15 this reference.

16 **Section 2. Town Code Amended.** Section 2-235 – “Lobbying” of the Surfside Town
17 Code of Ordinances is hereby amended and shall read as follows:

18
19

¹Additions to the text are shown in underline. Deletions are shown in ~~striketrough~~. Additions
made after first reading are shown in double underline. Deletions made after first reading are
shown in ~~double striketrough~~.

Sec. 2-235. - Lobbying.

* * *

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

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

* * *

iv File a lobbyist expenditure report.

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

* * *

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

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

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

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

PASSED AND ADOPTED on first reading this 13th day of February, 2018.

PASSED AND ADOPTED on second reading this ___ day of _____, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner 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:**

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



Town of Surfside Commission Communication

Agenda # 4B3
Agenda Date: February 13, 2018
Subject: Driveway Modifications
From: Sarah Sinatra Gould, AICP, Town Planner

Background: The Planning & Zoning Board has reviewed applications where a driveway extends beyond the front of a house. The Board requested that Staff prepare an ordinance to code section 90-61 prohibiting this condition. Staff is proposing that the language include an option to appear before the Design Review Board should there be a special circumstance that an applicant would like to request. Staff is also proposing to continue to permit driveways beyond the front plane of a home if they provide direct access to a garage. There is also a provision that will grandfather in existing conditions.

Budget Impact: Cost of advertising an ordinance.

Growth Impact: None

Staff Impact: Preparation of an ordinance.

Staff Recommendation: Approve on first reading.

Sarah Sinatra Gould, AICP, Town Planner

Guillermo Olmedillo, Town Manager

ORDINANCE NO. 18-_____

**AN ORDINANCE OF THE TOWN COMMISSION OF
THE TOWN OF SURFSIDE, FLORIDA AMENDING
CHAPTER 90 “ZONING,” SECTION 90-61 “PAVING IN
FRONT AND REAR YARDS IN H30 AND H40
DISTRICTS,” TO ADDRESS DRIVEWAYS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
INCLUSION IN THE CODE; PROVIDING FOR
CONFLICTS; AND PROVIDING FOR AN EFFECTIVE
DATE.**

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

WHEREAS, the Town desires to amend the code to prohibit a front driveway from extending beyond the front a house unless approved by the Design Review Board; and

WHEREAS, the Town Commission held its first public hearing on January 9, 2018 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 amendment on January 25, 2018 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 _____, 2018; and

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

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

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. Section 90-61 “Paving in Front and Rear Yards in H30 and H40 Districts,” of Chapter 90, “Zoning” of the code of the Town of Surfside, Florida is hereby amended as follows:

Chapter 90 – ZONING

* * *

Sec. 90-61. - Paving in front and rear yards in H30 and H40 districts..

* * *

(8) A driveway shall not extend beyond the front plane of the home unless:

- a) providing direct access to a vehicular garage; or
- b) presented to and approved by the Design Review Board which shall consider whether the extension is necessary to serve the property and will be compatible with the neighborhood.

Driveways existing prior to _____, 2018 [effective date of this ordinance] shall be grandfathered and may be repaired or rebuilt, but not expanded.

* * *

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

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

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

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

PASSED AND ADOPTED on first reading this 13th day of February, 2018.

PASSED AND ADOPTED on second reading this ___ day of _____, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



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

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 4B4
Date: February 13, 2018
From: Lily Arango, Esq. and Haydee Sera, Esq. of Weiss Serota Helfman Cole & Bierman, P.L., Town Attorneys
Subject: Plastic Straw Ordinance

Title:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 34 “ENVIRONMENT” OF THE TOWN’S CODE OF ORDINANCES TO CREATE SECTION 34-11, “PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS;” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Objective:

To adopt an ordinance on first reading to prohibit the distribution, sale or use of plastic straws.

Consideration:

During the December 13, 2017 Town Commission Meeting, the Town Commission directed the Town Attorney’s Office to draft legislation prohibiting the distribution, sale or use of plastic straws. A proposed ordinance has been drafted for first reading for the Commission’s consideration.

The proposed ordinance would prohibit the use, sale, or distribution of plastic straws in any commercial establishment, Town Facility, or Town Property or by any Special Event Permittee. The proposed ordinance defines, among other things, a plastic straw as “a straw provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction, which is made predominantly of plastic derived from petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene, and which is intended for a single-use.”

There are limited exceptions to the prohibition on plastic straws. One exception is for pre-packaged drinks sold at commercial establishments (e.g., a Capri Sun juice pack). In addition, medical and dental facilities will be exempt from the prohibition, as well as the school district, county, state, and federal governmental entities.

The primary intent of the ordinance is to protect the environment and turtles, whose nesting season begins May 1. Accordingly, the proposed ordinance provides for an immediate effective date with a delayed enforcement date to May 1, 2018 to coincide with turtle nesting season. Between adoption and May 1, 2018, the Town will engage in a public education campaign to inform commercial establishments of the provisions of the ordinance and to provide assistance with identifying alternatives to plastic straws.

Assuming the Town Commission adopts the ordinance, a resolution to provide the fines for violation of the ordinance will be presented to the Commission at the time of second reading.

Recommendation:

It is recommended that the Town Commission move to adopt the ordinance and authorize the Town Manager to prepare an outreach program.

1 **ORDINANCE NO. 2018-_____**

2 **AN ORDINANCE OF THE TOWN COMMISSION OF THE**
3 **TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER**
4 **34 “ENVIRONMENT” OF THE TOWN’S CODE OF**
5 **ORDINANCES TO CREATE SECTION 34-11,**
6 **“PROHIBITION ON DISTRIBUTION, SALE OR USE OF**
7 **PLASTIC STRAWS;” PROVIDING FOR CODIFICATION;**
8 **PROVIDING FOR SEVERABILITY; PROVIDING FOR**
9 **CONFLICTS; AND PROVIDING FOR AN EFFECTIVE**
10 **DATE.**

11 **WHEREAS,** the Town of Surfside (“Town”) is committed to environmental
12 conscientiousness and leadership, and towards that end has previously adopted ordinances
13 prohibiting the sale or use of polystyrene food service articles by Town contractors, special event
14 permittees, food services providers, and stores; and

15 **WHEREAS,** the Town finds that it is in the public interest, safety, and welfare to reduce
16 litter and pollutants on the lands and in the waters of the Town; and

17 **WHEREAS,** Chapter 34 of the Town’s Code of Ordinances (“Code”) pertains to the
18 environment; and

19 **WHEREAS,** discarded plastic straws threaten wildlife and marine life and degrade and
20 litter the beaches and waters off of Florida’s coast, which include areas within the Town; and

21 **WHEREAS,** plastic straws constitute a portion of the litter in the Town’s streets, parks,
22 public places, and waterfront areas; and

23 **WHEREAS,** the use, sale, and distribution of plastic straws has a detrimental effect on
24 the Town’s environment; and

25 **WHEREAS,** the Town Commission finds that there are reasonable, environmentally-
26 friendly alternatives to plastic straws; and

27 **WHEREAS,** the Town Commission wishes to amend Chapter 34 of the Town’s Code to
28 create Section 34-11 to prohibit the sale, distribution, and use of plastic straws; and

29 **WHEREAS,** the Town Commission finds that this Ordinance is necessary for the
30 preservation and improvement of the environment, public health, safety and welfare of the
31 Town’s residents and visitors.

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

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

Section 2. Town Code Amended. The Code of the Town of Surfside, Florida is hereby amended by adding a section, to be numbered Section 34-11, which section reads as follows:

Chapter 34 – Environment

Article I. – In General

Division 4. Food Service Articles

Section 34-11. Prohibition on Distribution, Sale or Use of Plastic Straws.

(a) **Definitions.** For purposes of this section, the following definitions apply:

- (1) Customer means any person receiving or purchasing goods, food, or liquids from a commercial establishment or at a Town Facility or Property.
- (2) Plastic Straw means a straw provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction, which is made predominantly of plastic derived from petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene, and which is intended for a single-use.
- (3) Special Event Permittee means any person or entity, and their subcontractor(s), issued a special event permit by the Town for a special event on Town property, in a Town facility, or in the Town's right-of-way.
- (4) Town Facility includes, but is not limited to, any building, structure, park, beach, or other facility owned, operated or managed by the Town.
- (5) Town Property includes, but is not limited to, any land, water, or air rights owned, operated or managed by the Town.

(b) **Plastic Straws Prohibited; Exceptions**

- (1) A Plastic Straw shall not be used, sold, or distributed in any commercial establishment or at any Town Facility or Town Property or by any Special Event Permittee.

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

(2) Exceptions.

- a. This prohibition shall not apply to pre-packaged drinks sold at commercial establishments.
- b. This prohibition shall not apply to medical or dental facilities.
- c. This prohibition shall not apply to the school district or county, state, or federal governmental entities.

(c) Enforcement; Penalties

- (1) Following adoption of this Section, the Town shall engage in public education efforts to inform commercial establishments of the provisions of this Section and to provide assistance with identifying alternatives to Plastic Straws.
- (2) Beginning May 1, 2018, the Town's Code Compliance Department shall enforce all provisions of this Section.
- (3) Penalties for violations of the provisions of this Section shall be enforced through Chapter 15 of the Town Code. Fines shall be in the amounts prescribed in the schedule of civil penalties adopted by resolution.

Secs. ~~34-10~~12 – 34-25. Reserved.

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

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

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

Section 6. Effective Date. This Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the 13th day of February, 2018.

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

On Final Reading Moved By: _____

98 **On Final Reading Second By:** _____

99 **FINAL VOTE ON ADOPTION**

100 Commissioner Daniel Gielchinsky _____

101 Commissioner Michael Karukin

102 Commissioner Tina Paul

103 Vice Mayor Barry Cohen _____

104 Mayor Daniel Dietch

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108 Daniel Dietch

109 Mayor

110 **ATTEST:**

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114 Sandra Novoa, MMC

115 Town Clerk

116

117 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

118 AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

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122 Weiss Serota Helfman Cole & Bierman, P.L.

123 Town Attorney



Town of Surfside Commission Communication

Agenda Item # 4B5

Agenda Date: February 13, 2018

Subject: Solar Photovoltaic Incentives

Background: The Commission of January 9, 2018 discussed the inclusion of incentives for the permitting of solar photovoltaic systems in the Town. It was determined that the incentives would include an expedited review process and a waiver of all building permit fees.

Analysis: Building permit application reviews for solar photovoltaic systems shall be expedited and as such all submitted documents will be reviewed upon receipt. Once the review is completed the permit shall be issued and the corresponding fee shall be waived.

Budget Impact: Historically, building permit fees for solar photovoltaic systems range from \$1,000 to \$1,300 for typical residential systems. The low numbers of said applications would make the impact negligible at this time.

Staff Impact: Administrative, document review and inspections services costs shall be borne by the Building Department.

Recommendation: Approval of the waiver



Department Head



Town Manager

ORDINANCE NO. 18 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 14-29. – “PERMIT FEES” – TO PROVIDE FOR WAIVER OF PERMIT FEES AND EXPEDITED PERMIT AND DEVELOPMENT REVIEW TO BE ADOPTED BY RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 14-29, Permit Fees, of the Town of Surfside (“Town”) Code, provides for permit fees for all buildings, structures, additions and alterations requiring a building permit as required by the Florida Building Code; and

WHEREAS, the Town Commission may wish to incentive certain development programs in the Town, including sustainable building programs, by waiving building permit fees and expediting permitting and development review by resolution to be adopted by the Town Commission; and

WHEREAS, the Town Commission desires to amend Section 14-29, Permit Fees, of the Town Code, to allow for waiver of building permit and other fees and expedited permitting and development review by resolution of the Town Commission, and finds that such would incentivize certain projects and serve the best interests of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:¹

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

Section 2. Town Code Amended. Section 14-29 – “Permit Fees” - of the Town of Surfside Code of Ordinances is hereby amended and shall read as follows:

¹ to the text are shown in underline. Deletions are shown in ~~striketrough~~. Additions made Additions after first reading are shown in double underline. Deletions made after first reading are shown in ~~double striketrough~~.

Sec. 14-29. - Permit fees.

(a) For all buildings, structures, additions and alterations requiring a building permit as called for in Section 105 of the Florida Building Code, a fee for each building permit shall be paid as required, in accordance with the following fee schedule:

(1) The minimum fee for any one permit shall be \$80.00.

(2) For all construction activity where the construction costs are greater than \$1,000.00 but less than \$1,250,000.00, the fee shall be \$80.00 plus 2.3 percent of the cost of construction.

(3) For all construction activity where the construction costs are \$1,250,000.00 or more, but less than \$3,000,000, the fee shall be calculated as in (1) + (2) plus 1.6 percent of the cost of construction from \$1,250,000.00 up to \$3,000,000.00.

(4) For all construction activity where the construction costs are \$3,000,000.00 or greater, the fee shall be calculated as in (1) + (2) + (3) plus 1.3 percent of the cost of construction greater than \$3,000,000.00.

(5) Electrical, mechanical and plumbing permit fees shall be calculated in accordance with (1) through (4) above, except that when such electrical, mechanical or plumbing permit is a sub-permit to a master permit, the fee for the sub-permit shall be \$80.00 provided the cost of the electrical, mechanical or plumbing work is included in the overall cost of construction included in the master permit.

(6) For purposes of this section, the cost of construction is calculated as no less than \$250.00 per gross square foot for multi-family and commercial developments and no less than \$150.00 per gross square foot for single family homes for new construction or substantial improvements as defined in the Florida Building Code.

(7) The town reserves the right to conduct an audit of the construction costs for new construction or substantial improvements as defined in the Florida Building Code at the conclusion of the construction, based on a determination by the building official that the valuation is underestimated on the application. If a discrepancy is found, the applicant shall pay the difference in the building permit fee, if any, prior to issuance of the temporary certificate of occupancy. Applicant may provide evidence of final cost of construction and the Town will adjust the fee accordingly.

(b) ~~(a)~~ *Other specialized operations.* For other specialized operations for which permits are required, and the specialized operations are not specifically noted in this fee schedule, including but not limited to the moving of buildings or structures, the demolition of buildings or structures, the installation of driveways or sidewalks, the installation of underground fuel tanks, the installation of drainage facilities, the construction of roadways and site improvements, and the

issuance of temporary structure or special event permits, the fee schedule listed above shall be applicable.

(c) ~~(b)~~ *Failure to obtain permit.* When work for which a permit is required is started prior to the obtaining of the permit, the applicant for a permit shall be required to pay \$100.00 plus double the regular permit fee, as the cost of the permit. The payment of such double fee plus \$100.00 shall not relieve any person from fully complying with all the requirements of all applicable regulations and codes; nor shall it relieve them from being subject to any of the penalties therein. The double fee requirement shall be applicable to sub-permits and to all divisions of the building department.

(d) ~~(e)~~ *Reinspection fee.* A re-inspection fee shall be charged when extra inspection trips are necessary due to:

- (1) Wrong address being given on request for inspection;
- (2) Prior rejection of work due to faulty construction;
- (3) Work not being ready for inspection at time specified;
- (4) Failure to call for final or other inspections;
- (5) Required corrections not being made or completed at time specified.

A fee of \$80.00 shall be charged for the first re-inspection. The Building Official may apply Florida Statutes Section 553.80(2)(c) for each subsequent re-inspection. The payment of re-inspection fees may be required before any further permits will be issued to the person owing same, and further inspections may be refused until payment of re-inspections fees has been made. The re-inspection fee requirement shall be applicable to all divisions of the building department.

(e) ~~(d)~~ *Application processing fee.*

- (1) A non-refundable fee may be charged at the time of submitting a permit application. The fee shall be \$80.00 or 25 percent of the building permit fee, whichever is greater. The fee paid will be deducted from the total permit fee at time of issuance of the permit.
- (2) A non-refundable fee shall be charged for reviewing plans on all new construction (or major remodeling) of multi-family residential structures and/or commercial structures. The fee shall be 25 percent of the estimated building permit fee. The fee will be deducted from the total permit fee at time of issuance of the permit.
- (3) A non-refundable zoning plan review fee of \$200.00 shall be charged at the time of application, for those projects requiring zoning review. This fee is in addition to the building permit fee and is not deductible from the building permit fee.

(4) A non-refundable fee shall be charged for a preliminary review of plans and documentation prior to the submitting for a permit. The fee shall be calculated per subsection [14-29\(g\)\(6\)](#) and (7).

(f) ~~(e)~~ *Fee for changes after permit has been issued.*

(1) When changes in the plans and/or specifications are requested after the permit has been issued, and the changes do not result in an increase in the scope of the original project, the fee for review of said changes shall be based upon review time, hourly per trade, in accordance with subsection [14-29\(g\)\(6\)](#) and (7).

(2) When changes or revisions are requested after the permit has been issued, which result in an increase of square footage and/or the cost of construction, the fee for the additional work shall be calculated in accordance with the fee schedule for a new permit, in accordance with this section.

(g) ~~(f)~~ *Refunds, time limitation.* The fees charged pursuant to this section may be refunded by the town manager subject to the following:

(1) No refund shall be made where any work has commenced, except where duplicate permits have been issued for the same work, in which case a refund may be granted to the initial permit holder provided the duplicate permits were issued within 90 days of each other.

(2) No refunds shall be made where permit has become void as provided by section 105.4 of the Florida Building Code.

(3) No refunds shall be made on permit fees of \$80.00 or less.

(4) Fifty percent refunds may be granted to a permit holder whose permit is canceled by owner authorization where work has commenced and such owner selects a second contractor to complete the work. The second contractor shall pay a full fee to complete the work unless the first contractor waives his opportunity to a refund in writing, in which case, the second contractor is entitled to a permit to cover the same work for a cost of 50% of the prevailing fee schedule.

(5) A full refund may be granted to a permit holder who takes out a permit covering work outside the jurisdictional permitting and inspection area.

(h) ~~(g)~~ *Other fees.*

(1) *Demolition:* \$80.00 per discipline (trade) inspecting.

(2) *Certificate of completion*: \$80.00.

(3) *Certificate of occupancy*: \$120.00.

(4) *Temporary certificate of occupancy*: \$365.00 per period of temporary certificate.

(5) *Duplicate permit card with list of passed inspections*: \$50.00.

(6) *Special services*:

a. \$100.00 per hour, normal business hours (1 hour minimum).

b. \$150.00 per hour outside normal business hours (3 hour minimum).

This fee is limited to client-requested services outside the normal permitting and inspection process, and any such fee shall be estimated and agreed-upon in advance.

(7) *Professional engineer review of structural drawings*: \$100.00 per hour.

(i) ~~(h)~~ *State and county fees.*

(1) \$0.01 per sq. ft. added to every building permit for the State of Florida to study the building code requirements for radon gas plus certification and regulation of building officials, inspectors, and plans examiners. This surcharge relates to new construction and under-roof floor area being added, altered, or renovated.

(2) Building code compliance fee (Miami-Dade Code Compliance): \$0.60 per every \$1,000.00 of value of construction.

(j) *Waiver of Fees and Expedited Permitting and Development Review.* The Town Commission may by Resolution waive building permit fees and other fees as provided herein, and provide for expedited permitting and development review for certain programs.

* * *

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

Section 4. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to

accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

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

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

PASSED AND ADOPTED on first reading this 13th day of February, 2018.

PASSED AND ADOPTED on second reading this ___ day of _____, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE

AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

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



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

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 5A
Date: February 13, 2018
From: Guillermo Olmedillo, Town Manager
Subject: Approval for work authorization No. 102 to Calvin Giordano & Associates, Inc. for services related to the Surfside Traffic Signal Modifications at the intersection of 95th Street and Harding Avenue.

Title – Surfside Traffic Signal Modifications Supplemental Services

Objective – Approval of work authorization No. 102 to Calvin, Giordano & Associates, Inc. for the following items related to the Traffic Signal Modifications at the intersection of 95th Street and Harding Avenue.

- Work Authorization No. 102 in the amount of \$30,756.41- Design and Permitting services related to the design modifications to the intersection of 95th Street and Harding Avenue in the Town of Surfside. These services include incorporating the modifications to the travel lanes for the eastbound approach resulting from the development approval from the Shul and the pavement marking modifications on the westbound approach.

Consideration – Work authorization No. 102 has been brought forward at the request of the Town Commission during discussion of the Traffic Signal Modifications Post Design Services Resolution (Work authorization No. 103) which was presented at the May 9, 2017 Commission meeting.

Recommendation – It is recommended that the Town Commission approve the resolution for this work authorization to allow the Traffic Signal Modifications project to continue to proceed with the proper paperwork.

RESOLUTION NO. 18 - _____

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

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

WHEREAS, in accordance with the provisions of the Agreement, Consultant and the Town have agreed to enter into a Work Authorization (“Work Authorization”) for traffic signal modifications, including engineering design and analysis services for the intersection of Harding Avenue and 95th Street, in an amount not to exceed \$30,756.41, attached hereto as Exhibit “A” (the “Services”); and

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

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

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

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

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

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

Section 3. **Authorization of Town Officials.** The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

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

PASSED AND ADOPTED this 13th day of February, 2018.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

November 3, 2017

Mr. Guillermo Olmedillo
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 102
Surfside Traffic Signal Modifications
CGA Proposal No. 15-8083.1

Dear Mr. Olmedillo,

Enclosed for your review and approval is Work Authorization No. 102 for Surfside Traffic Signal Modifications. The scope of the project includes engineering design and analysis services for the intersection at Harding Ave & 95th Street.

The Scope of Services to be furnished under this Work Authorization includes Surveying and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$30,756.41.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano
Vice President

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
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Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

TOWN OF SURFSIDE

Surfside Traffic Signal Modifications

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. is pleased to submit this proposal for professional traffic engineering services related to the design modifications to the intersection of Harding Avenue and 95th Street in the Town of Surfside. These services include incorporating the modifications to the travel lanes for the eastbound approach resulting from the development approval from the Shul and the pavement marking modifications on the westbound approach. The intersection traffic analysis for this intersection will be performed as part of work authorization #106. The specific traffic engineering services offered herein are outlined below.

I. Professional Engineering Services

A. Traffic Engineering

1. CGA will provide traffic signal design services related to the modification of the existing traffic signal and pavement markings at the intersection of Harding Avenue and 95th Street. Signalization Plans and Pavement Marking and Signage Plans will be in accordance with the FDOT Roadway Design Standards, FDOT Standard Modifications for Road and Bridge Construction and the Manual of Uniform Traffic Control Devices. CGA will provide the following scope of services:
 - CGA traffic engineers will evaluate the current location of the existing traffic signal heads serving the eastbound and westbound traffic movements at the 95th Street and Harding Avenue intersection. CGA traffic engineers will determine if the signal head placement is adequate and meets the requirements of the Manual of Uniform Traffic Control Devices (MUTCD). Recent changes were made to the pavement markings for eastbound traffic on 95th Street. There are also future pavement marking changes proposed for westbound 95th Street at Harding Avenue. Structural design services are excluded from this proposal.

- CGA traffic engineers will prepare signalization plans, roadway plans and pavement marking and signage plans which will incorporate the most recent modifications to the eastbound traffic lanes on 95th Street and future changes to the westbound lanes approaching the Harding Avenue signalized intersection. These plans will also include traffic signal loops detectors and related signal infrastructure to accommodate the new traffic operations of the signalized intersection. The design plans will be limited to 100' east and west of the Harding Avenue intersection to the existing alleys on both approaches.
- CGA traffic engineers will coordinate with regulatory agencies including the Florida Department of Transportation and the Miami Dade Public Works Traffic Signals and Signs Division to secure plan approvals and permits for construction. This scope of services includes a maximum of four meetings with the Town and/or permit agencies. Any agency fees associated with the permits are the responsibility of the Client and are excluded from this proposal.
- Note: This scope of services does not include completing subsurface utility exploration services. The subsurface utility exploration services and final utility clear letters will be a responsibility of the Contractor.
- Note: Bidding Assistance and Construction Administration services have not been included in this scope of services. The Bidding Assistance and Construction Administration services will be completed as part of the previously approved work authorization number 103.

II. Professional Surveying Services

- A. CGA will collect the striping modifications to the lane assignments on the east and west legs of 95th Street at the intersection of Harding Avenue as well as extend the existing survey 100-feet east of the alley east of Harding Avenue. CGA will also map the locations of the three mast arms, the mast arm signal heads and mast arm street signs. The new striping locations will be added to the existing survey.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$29,291.82 plus reimbursables at \$1,464.59 with a total not to exceed amount of \$30,756.41. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____

Chris Giordano

Date: _____

11/2/17

4. APPROVAL

Approved by: _____

Guillermo Olmedillo, Town
Manager

Date: _____

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO. 102
PROJECT NAME Surfside Traffic Signal Modifications
 CGA Proposal No. 15-8083.1
DESCRIPTION engineering design and analysis services for the
 intersection at Harding Ave & 95th Street

TITLE	RATE	HOURS/UNITS	COST
Director Engineering V	\$159.14	44	\$7,002.16
Eng Sr CADD Tech Manager	\$106.09	78	\$8,275.02
Project Manager IV	\$137.92	72	\$9,930.24
Sr. Registered Surveyor	\$137.92	3	\$413.76
Survey CADD Technician	\$84.87	12	\$1,018.44
Survey Crew	\$132.61	20	\$2,652.20
			\$29,291.82

SUB-CONSULTANTS	COST
-----------------	------

LABOR SUBTOTAL **\$29,291.82**
REIMBURSABLE SUBTOTAL **\$1,464.59**
TOTAL **\$30,756.41**

Reviewed by: _____
 Guillermo Olmedillo, Town Manager



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

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

MEMORANDUM

Agenda #: 9A
Date: February 13, 2018
From: Guillermo Olmedillo, Town Manager
Subject: One-Way Street Project Update

Consideration – The Town Manager is requesting a time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA compliance in the pedestrian lanes and to acquire more data on traffic counts. A follow-up Town Hall meeting will be held before the expiration of the sixty days period. The attached graphics will be displayed at the trial site (Exhibit “A”). In addition, these graphics can be accessed on the Town’s website.

Recommendation – It is recommended that the Town Commission approve the requested extension of sixty days.























Town of Surfside Commission Communication

Agenda item # 9B
Agenda Date: February 13, 2018
Subject: Artificial Grass
From: Guillermo Olmedillo, Town Manager

Background: The Town Commission directed staff to analyze allowing artificial grass and potential regulations within the single family district. Staff presented findings at the December 13, 2017 Commission meeting indicating there are many styles, manufactures and installation systems for artificial grass. The Town Commission provides direction to Staff to prepare a further analysis on the benefits and concerns of this material.

Staff has provided a table comparing the maintenance, cost, drainage and aesthetics of artificial grass to sod. Staff has also provided literature on the subject in the backup.

If the Town Commission amends the code to permit artificial grass for single family homes, Staff recommends requiring that the installation be based on the manufactures requirements.

Request: Provide direction to staff on the preparation of an ordinance permitting artificial grass on single family lots.


Budget Impact: Preparation of an ordinance including engineering review of artificial grass products.

Growth Impact: N/A

Staff Impact: Preparing a code modification presented to Planning and Zoning Board and two readings at Town Commission.

Recommendation: Provide direction to staff on one of the following:

1. *Amend the code to permit artificial grass with standards.*
2. *Not amend the code to permit artificial grass:* Should the Town Commission not wish to amend the code, it is suggested that a two year amortization period be adopted for the removal of the artificial grass on existing properties.



Guillermo Olmedillo, Town Manager

Artificial Turf vs. Natural Grass
Pros and Cons of Artificial Turf Lawn Application

	<u>Pros</u>	<u>Cons</u>
<u>Maintenance</u>	Very little maintenance after installation. (No mowing or watering)	Infill may be washed away during rain events and need replacing.
	Saves time on pulling weeds, landscaping and other misc. maintenance issues.	Point repairs of turf may be difficult.
	No replanting necessary. (No concern with dead grass.)	Artificial Turf could sustain sun damage that could discolor or burn the turf fibers.
<u>Cost</u>	Save on Watering and Mowing.	Initial installation can be expensive (\$7.50 to \$10.00 a square foot). Switching back to natural grass after the fact would be costly as well
	Save on Weed Killers and Fertilizers.	
<u>Environmental</u>	No chemicals needed to be applied to lawn, does not contribute to pollution levels.	Grass may reach temperatures up to 150 degrees. Compared to 75-95 degrees for natural grass.*
		Infill may runoff into stormwater system, attributing to pollutants in Town's stormwater system.
		Chemicals used to manufacture artificial turf could be considered harmful to health
		Organics do not decompose and fertilize the ground on Artificial Turf as on natural grass.
		Heat from largescale artificial turf may contribute to an increase in ambient temperature.
<u>Drainage</u>	Turf subsoil allows for additional water storage. Minimal ponding compared to natural grass	
	Water permeability of roughly 30+ inches of rain per hour per square yard.	
<u>Aesthetics</u>	Lawn will always look well-manicured.	May not look as real as natural grass.

*Turf Fibers are a major contributor to high surface temperatures.
Natural Grass blades transpire, releasing water vapor. Evaporation of this water vapor causes cooling.

The 2014 conference of the International Sports Engineering Association

Understanding how the components of a synthetic turf system contribute to increased surface temperature

Lauren A Petrass^{a*}, Dara M Twomey^a, Jack T Harvey^a

^a*Federation University Australia, PO Box 663, Ballarat 3350, Australia*

Abstract

Surface temperatures of synthetic turf have become a factor of growing interest and concern, particularly in warmer regions like Australia. However, it is unclear which components of the synthetic turf system contribute to surface temperature. The aim of this paper was to compare the surface temperature of 34 different synthetic turf products that were exposed to the same environmental conditions to ascertain which components of the synthetic turf system and which environmental factors contributed to increased surface temperature. A total of 6,120 observations were taken on the 34 products over the summer months, giving 30 observations for each of the variables on each product. An analysis of covariance (ANCOVA) indicated that the type of infill and shockpad had small-medium, but significant, effects on surface temperature ($p < 0.001$ and $p = 0.003$, respectively), and the interaction between shockpad and tuft gauge was also significant ($p = 0.047$). Level of solar radiation, ambient temperature and relative humidity ($p < 0.001$ in all instances) were the only environmental variables that significantly influenced surface temperature. These findings confirm that both the composition of the synthetic turf system and environmental factors contribute to synthetic turf surface temperature, thus providing important information for synthetic turf manufacturers developing new cool climate products, or for local government authorities selecting products and/or informing safe play for end-users.

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Selection and peer-review under responsibility of the Centre for Sports Engineering Research, Sheffield Hallam University

Keywords: surface temperature; synthetic turf; heat; environmental variables.

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E-mail address: l.petrass@federation.edu.au

1. Introduction

Empirical evidence on the surface temperature difference between third generation (3G) synthetic turf and natural grass is limited, however, studies have demonstrated elevated surface temperatures on synthetic playing fields, particularly when exposed to direct sunlight (Aoki, 2005; Williams and Pulley 2003; Devitt et al. 2007; McNitt et al., 2008). Recent research has focused on identifying and understanding how environmental variables impact on the surface temperature of 3G synthetic turf, and it is evident that surface temperature is directly related to ambient temperature (Devitt et al., 2007) and solar radiation (Aoki, 2005; Devitt et al., 2007; McNitt et al., 2008), and inversely related to humidity (Williams and Pulley, 2003). It has also been speculated that the increased surface temperatures recorded on synthetic turf are associated with the crumb rubber infill contained within the synthetic turf system. Consequently manufacturers have started to utilise other infill products and/or developed fibres with cooler properties in an attempt to address the synthetic turf heat issue (Team Sports, 2013; Newturf Solutions, 2012). However, there is a lack of solid empirical evidence on which components of the synthetic turf system contribute to surface temperature, and furthermore how the various components are influenced by other environmental conditions.

To date, only one published peer-reviewed study conducted in the USA has considered differences in surface temperature across a range of synthetic turf components (Devitt et al., 2007). Surface temperatures of eight different components of a synthetic turf system including: black rubber beads; white rubber beads; synthetic grass with white and black rubber beads, respectively; synthetic grass with no rubber beads; black rubber matting; synthetic grass cuttings; and bare sandy loam soil were measured hourly over a 10-hour period (08:00 – 18:00). Measurements consisted of surface temperature using an infrared thermometer, relative humidity and ambient temperatures which were measured 60 cm above each component using a combination sensor, and solar radiation, measured with a pyranometer. Results indicated that the temperature-time curves of all components replicated a bell shaped curve, with surface temperature increasing quickly in the morning hours and decreasing in the early hours of the evening, with the maximum temperature recorded at noon for five of the eight components (Devitt et al., 2007).

Findings also indicated that the addition of white and black rubber beads increased the surface temperature (Devitt et al., 2007). Whilst the maximum surface temperature of the synthetic turf with black rubber beads was 5.3°C hotter than with white rubber beads, this difference in surface temperature between rubber bead colours only reached significance at midday, where synthetic turf with black rubber was observed to be 9.1°C hotter than synthetic turf with white rubber. While this study provided initial insight into the differences in surface temperature of some of the different components of a synthetic turf system, it did not statistically compare the contributions of the various components to overall surface temperature. Further, as the components of the synthetic turf system were separated, ecological validity is questionable. Installation of a synthetic turf sporting field is based on a complete system, and therefore, it is unlikely that the components would ever be used in isolation. Additionally, if measured as a complete system, some of the individual components of the system may interact and this may impact on the overall surface temperature.

A series of experiments that considered surface temperature and components of a synthetic turf system have also been conducted at Penn State's Center for Sports Surface Research (Sereisits, 2011). Different fibre colours (gold, white, silver, black and green), fibre types (FieldTurf Duraspine, FieldTurf Revolution and AstroTurf AstroFlect) and infill materials (various colours of crumb rubber, Ecofill and Thermo plastic elastomer [TPE]) were measured independently and 11 fibre-infill combinations were also considered. Testing was conducted indoors, using a 250-watt infrared heat lamp which was reported to have been correlated with sunny outdoor conditions. Despite some differences in fibre and infill temperatures, none of the fibre-infill combinations were significantly lower in temperature than a system which contained standard green fibres and black crumb rubber infill, thus indicating that the lower temperature of individual components may be negated when combined to replicate a complete system. Whilst this study extends the work of Devitt et al. (2007), whether an infrared heat lamp can truly replicate solar radiation is unknown, and other environmental measures known to affect surface temperature were not considered. Accordingly, there is a need for further investigations to determine the variability

of surface temperatures across a range of different products that are constructed as a complete system, and explore how different products are influenced by natural weather conditions.

Consequently, this study aimed to compare the surface temperature of a range of different synthetic turf products that were exposed to the same environmental conditions and ascertain which components of the synthetic turf system and which environmental factors contribute to increased surface temperature.

2. Method

A synthetic turf test plot was established in an open area, exposed to environmental conditions in Victoria, Australia. Topsoil was removed and treated pine was used to separate the 34 plots (each 2.5 x 1m). Approximately 10cm of drainage gravel was installed and compacted within each plot and all products were installed by a turf company. Each of the 34 products was installed with a different complete system based on backing type (latex or polyurethane), tuft gauge (5/8 inch or 3/4 inch), stitch rate (14/10cm – 18.5/10cm), pile height (45mm, 50mm, or 60mm), infill material (sand/black crumb rubber, sand/organic infill, or sand/ TPE) and with or without a shockpad. Due to the study design, a quasi-experiment of convenience, the effects of each factor were unavoidably partially confounded, which limited the power of the study to isolate the contributions of each factor.

Surface temperature and environmental conditions were measured on each product during the 2013 summer months (February and March), on days where the ambient temperature was predicted to reach at least 25°C. Surface temperature, ambient temperature (measured at 1 m from the surface) and relative humidity were measured using a multimeter (Extech HD500 model) which contained an infrared thermometer for measuring surface temperature and an integrated psychrometer for relative humidity. A Digitech anemometer (model QM1642) was used to determine wind speed and solar radiation was measured using a pyranometer (Apogee model MP-200) which captured from a field of view of 180 degrees. A depth gauge was used to determine infill depth on each of the different products.

Data collection was predominantly conducted by two research assistants, however the primary researchers also undertook some testing sessions. Research assistants received extensive training to ensure familiarity with the testing protocol and data collection instruments, and to ensure consistency in reading and accurately recording results. All data were recorded on hard copy data collection sheets and were subsequently double entered and cleaned in Microsoft Excel. Cleaned data were then exported to SPSS (Version 19) for statistical analysis.

Descriptive statistics were generated to provide an overview of the environmental conditions and surface temperatures experienced across the period of testing. To assess differences in surface temperature across all 34 test plots with appropriate adjustment for environmental variation, an analysis of covariance (ANCOVA) was conducted, followed by pairwise post hoc tests or separate regression analyses when appropriate. All environmental variables (ambient temperature, relative humidity, solar radiation and wind) and infill depth were entered as covariates and all other components of the synthetic turf system (type of shockpad, backing, tuft gauge, and infill material) were entered as factors. Pile height was removed from the analysis as it was fully confounded with shockpad type. Partial eta square values (partial η^2) were calculated to determine the amount of variance that could be accounted for by each factor and covariate. Effect size ranges were interpreted as: 0-0.009 = negligible; 0.010-0.089 = small; 0.090-0.249 = medium; and >0.250 = large (Cohen, 1988).

3. Results

A total of 6,120 observations were recorded over 13 days in February and March 2013, giving 30 observations on each of the environmental variables on all 34 products. Environmental conditions varied, however most data were collected during warm and sunny conditions (Table 1).

Table 1: Summary of environmental conditions across the testing period.

Environmental Variable	Mean \pm Standard deviation	Minimum	Maximum
Ambient Temperature ($^{\circ}\text{C}$)	30.25 ± 3.11	24.30	37.60
Solar Radiation (watt/m^2)	698.10 ± 230.89	44.00	1198.00
Relative Humidity (%)	30.28 ± 7.02	19.90	61.00
Wind (km/hr)	5.50 ± 3.69	0.00	22.50

Despite similar average ambient temperatures, average surface temperatures varied considerably between the 34 different products (Fig. 1). Plot numbers 33 and 34 which contained a sand/TPE infill and no shockpad produced the lowest average surface temperatures (43.4°C and 42.7°C), whilst plots 1 and 3 which contained a shockpad and sand/black crumb rubber infill produced the highest average values (55.7°C and 54.8°C , respectively). Notably, products with a latex backing and a TPE infill (plots 2, 6, 10, 14, 18, 22, 32, and 34) had consistently lower surface temperatures than the other combinations.

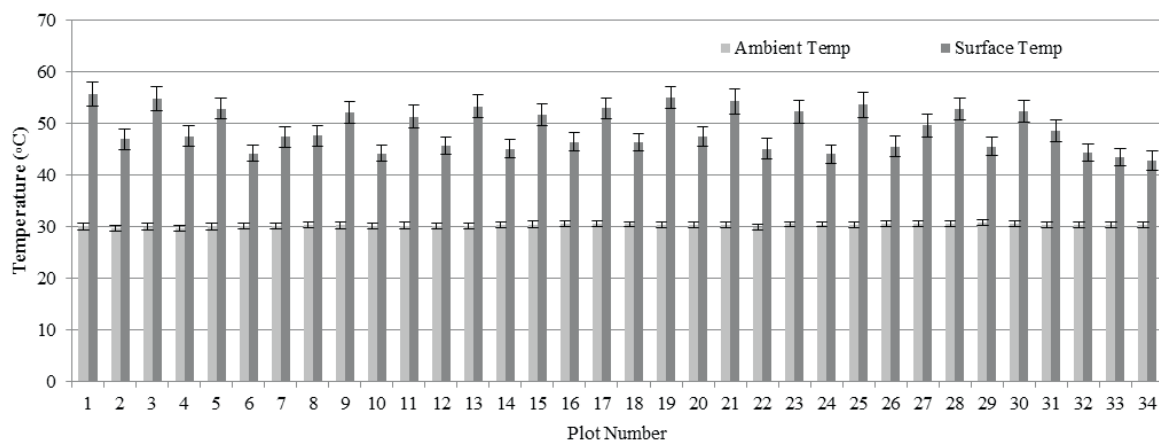


Fig. 1. Mean surface temperature for all 34 products. Error bars indicate standard error of the mean.

Overall, the ANCOVA showed that surface temperature of the 34 products was largely influenced by ambient temperature and solar radiation, with relative humidity having a medium effect (Table 2). Separate regression analyses indicated that increases in ambient temperature, solar radiation or humidity increased the surface temperature. Of the synthetic turf components, shockpad and infill had a significant, small-medium effect on surface temperature and there was also a significant interaction between shockpad and tuft gauge (Table 2). Post hoc pairwise comparisons showed that the mean surface temperature was significantly lower on the products which contained sand/TPE infill (Mean= 45.6°C) compared to a sand/organic infill (Mean= 48.1°C , $p=0.001$) or a sand/black crumb rubber infill (Mean= 53.5°C , $p<0.001$). In terms of shockpad, there was no significant difference in surface temperature between products which contained two types of shockpads ($p=0.986$). However, products with no shockpad were significantly cooler (Mean= 48.5°C) than products with a shockpad (Mean= 50.3°C , $p=0.001$). Analysis of the significant interaction between type of shockpad and tuft gauge indicated that for products with no shockpad, surface temperature increased with a smaller tuft gauge (Mean 49.0°C and 48.3°C for 5/8 and 3/4inch, respectively), although the opposite effect was observed for products with a shockpad, that is, surface temperature decreased with a smaller tuft gauge (Mean 50.9°C and 49.7°C for 5/8 and 3/4inch, respectively).

Table 2: The effect of environmental covariates and synthetic turf components on surface temperature.

Variable	F value	p value	Partial η^2	Effect size
Ambient temperature	957.98	<0.001*	0.490	Large
Solar radiation	798.39	<0.001*	0.445	Large
Relative humidity	120.27	<0.001*	0.108	Medium
Wind	2.788	0.095	0.003	Negligible
Shockpad	5.860	0.003*	0.012	Small
Shockpad x Backing	0.863	0.422	0.002	Negligible
Shockpad x Tuft gauge	3.951	0.047*	0.004	Negligible
Shockpad x Infill	0.425	0.735	0.001	Negligible
Backing	1.324	0.250	0.001	Negligible
Tuft Gauge	0.253	0.615	0.000	Negligible
Infill	54.544	<0.001*	0.180	Medium
Infill x Backing	2.148	0.117	0.004	Negligible
Infill x Tuft gauge	0.706	0.401	0.001	Negligible
Infill Depth	0.834	0.361	0.001	Negligible

* p values less than 0.05 were considered significant

4. Discussion

The acceptance of 3G synthetic turf for sporting fields worldwide has led to questions about potential effects on health and the environment, with elevated surface temperatures an area of concern (Aoki 2005). Whilst it has been speculated that the black rubber infill contributes to increased surface temperature, there was a lack of empirical evidence on which components of the synthetic turf system contribute to surface temperature, and how the various components are influenced by environmental conditions.

Results from this study have shown that surface temperature of synthetic turf plots, installed as a complete system, vary substantially when exposed to the same environmental conditions, thus indicating that appropriate selection of synthetic turf products is essential, particularly in hot dry environments which are commonly experienced during Australian summers. Consistent with previous studies (Aoki, 2005; Williams and Pulley, 2003; Devitt et al., 2007; McNitt et al., 2008), our findings also indicated that surface temperature was influenced by weather variables including ambient temperature, solar radiation and humidity. As expected, increases in solar radiation and/or ambient temperature were associated with increased surface temperatures, and these two covariates were found to have the largest impact on surface temperature. It was observed that the temperatures of all surfaces declined almost instantaneously during periods of cloud cover, and on some testing occasions when the solar radiation was very low, the surface temperatures were actually lower than the ambient temperature. Relative humidity also had a medium effect on surface temperature, but interestingly, surface temperature increased with increasing humidity which is in contrast to previous findings (Williams and Pulley 2003). Future studies should continue to measure relative humidity so that the contribution of this variable can be more definitively determined. Overall, the effects of solar radiation are critical, not only in future product development but also in the selection of synthetic turf products in regions of the world where high levels of solar radiation are regularly experienced.

In addition to the environmental variables, components of the synthetic turf system including the type of infill and the shockpad were also found to significantly impact on surface temperature. Products with a TPE infill were

observed to have significantly lower surface temperatures than products with either an organic or SBR infill. This is an important finding for synthetic turf manufactures, particularly as organic infill has been introduced and marketed in Australia as a way to decrease surface temperature. Whilst the organic infill used in this study was considerably cooler than SBR, further studies should consider measuring different types of organic infill so that manufacturing companies can market products on an evidential basis.

The type of shockpad installed was also associated with surface temperature which indicates that this factor should be considered in future research. Further, as this study only utilised two types of shockpad, the influence of other shockpads commonly installed in synthetic turf sports playing fields should be determined. Shockpad type was also found to interact with tuft gauge. A possible explanation for the increased surface temperature on products with a shockpad and three-quarter inch tuft gauge may be that additional heat was being transferred from the shockpad back to the product through the increased space between the fibres. In contrast, with no shockpad an increased tuft gauge ($\frac{3}{4}$ inch) may have allowed more heat to be dissipated through to the ground, resulting in a cooler surface temperature. However, as this is the first study to compare surface temperature of plots which contain complete synthetic turf systems, further studies in this area are required to fully understand this interaction.

5. Conclusion

This study provides important information for synthetic turf manufacturers developing new cool climate products and local government authorities that are selecting products and/or informing safe play for end-users. It confirms that both the composition of the synthetic turf system and environmental factors contribute to synthetic turf surface temperature. Further studies in this area are required however, particularly to explore whether these findings are consistent with other synthetic turf systems not considered in this study. Increased understanding within this area will inform future development within the turf industry which is required to address the surface temperature issues associated with synthetic turf.

Acknowledgements:

The authors would like to thank Kurt Lenehan and Rebecca King for their assistance with data collection and the synthetic turf company that supplied and installed the test plot.

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Landscaping 101

Issue 11 — Emerald Isle

Pros and Cons: Artificial Grass Versus a Live Lawn

by Janet Hall

February 16, 2016

Artificial grass has been gaining ground—and a reputation for being eco-friendly because it doesn't need water, fertilizer, or to be mowed. Plus, the newest generation of artificial grass often looks good enough to fool us into thinking it's real.

But have we been too quick to extol the virtues of artificial grass? After Michelle included it on a list of [13 Landscape Design Ideas to Steal in 2015](#), some readers revolted: “It might be better to grow something, rather than smother the living soil beneath it,” Susan Krzywicki wrote. Another reader pointed out, “Artificial turf is extremely hot. Ask any child who plays soccer in the D.C. region. On a bad day, the turf can burn through your cleats.”



Pros and Cons: Artificial Grass

Versus a Live Lawn

climates—or it is one of those inventions that will eventually end up in the too-good-to-be-true file? Here's a close look at the pros and cons of live lawns versus artificial turf:

Where do you stand on this issue? Tell us in the comments section below.



Above: Photograph by Matthew Williams for Gardenista.

Our London editor Christine Hanway's backyard has lush green grass—real or fake? Read on to find out. But first, the back story:

Turf Grass Lawns: Drawbacks



Pros and Cons: Artificial Grass Versus a Live Lawn



Above: If you have live grass, a [Brass Turned Sprinkler](#) will spray water into the air in a circular pattern, “for those parts of your garden where a rather narrow, but precision-adjustable sprinkling water radius is required,” notes Germany-based home and garden shop Manufactum. It is €68 (approximately \$75 US).

Velvety green lawns come at a cost to the environment. They account for one-third of all residential water use and pose an environmental disaster in dry climates. Our efforts to maintain lawns—mowing, blowing, and trimming with gas- and electric-powered tools—create air pollution that far outstrips the oxygen-producing benefits of grass. If you use fertilizers on grass, the chemicals pollute the groundwater.

The issues surrounding the environmental impact of real turf have caused some municipalities to restrict the size of lawns in new projects. For instance in Mill Valley, CA regulations allow only 500 square feet of real grass for a new home or major remodel. Will we soon have grass police?

BENEFITS



Above: An aerial view of Christine Hanway's London garden. Photograph by Matthew Williams for Gardenista.

"A lawn is a beautiful, emotional thing, like a pool, and it has an emotional value. It makes a garden look beautiful and serene," says environmental crusader Sally Dominguez, who invented the [Rainwater Hog](#) rainwater catchment tank.

A transplant from drought-plagued Australia, architect Dominguez says, "Don't give up your lawn—my take on it is this: when we moved here from Australia, we went to a house for a cocktail party and saw this lush lawn. My kids and I couldn't believe it. It looked so rich and inviting we all immediately took off our shoes and walked in it."



Pros and Cons: Artificial Grass Versus a Live Lawn

water-known as graywater-to water our lawns. If you stick with organic fertilizers and can tolerate a less-than-perfectly-green lawn, you don't have to feel guilty about having a patch of real turf, she says.

[



Above: Photograph courtesy of [Rainwater Hog](#).

For more of Dominguez' tips, see [Ask the Expert: 7 Ways to Save Water in the Garden, from a Graywater Crusader](#).

Artificial Grass: Benefits

A true outdoor carpet, artificial grass directly addresses the primary environmental concerns of real turf. It requires no watering, no mowing, and no feeding. Some manufacturers use recycled materials, such as old tires or plastic bottles. And, while expensive, the life expectancy of artificial turf can be upwards of 25 years, making it a less costly alternative to real turf over its lifespan. For a crash course in artificial turf, see [Hardscaping 101: Artificial Grass](#).



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Above: Photograph by Matthew Williams for Gardenista.

We can't ignore the aesthetic value of synthetic turf. Available in an array of blade lengths, colors, and textures (including variegated strands), the new generation of synthetic grass can fool most.





Photograph by [Liesa Johannissen](#) for
Gardenista.

“I would never had thought I would be a fan of fake anything, but I’m sold,” says Chambers. For more of her garden, see [Architect Visit: Barbara Chambers at Home in Mill Valley](#).

“I love my artificial grass. They have come a long way with the design, texture, and color,” says Chambers, “There is no way you can tell my lawn is fake unless I confess.”

How has the synthetic grass fared in Chambers garden? “I’ve had my artificial grass for almost two years and it still looks like new, no maintenance, no fuss, no gophers, and no water,” she says. “While the cost was very high to install, I’m certain it’s paid for itself by now. Best of all, it looks amazing all the time.”

Artificial Grass: Drawbacks

While it may look and feel like the real thing, synthetic grass some simply can’t get past the fact it’s plastic. While it is hailed for its water-saving benefits, artificial turf has its own environmental drawbacks. It is a petroleum-based product that creates pollution and waste in the manufacturing process. And, while it is often made partially with recycled materials, it is not biodegradable. Despite a long life of from 15 to 25 years, it will, ultimately, end up in a landfill.

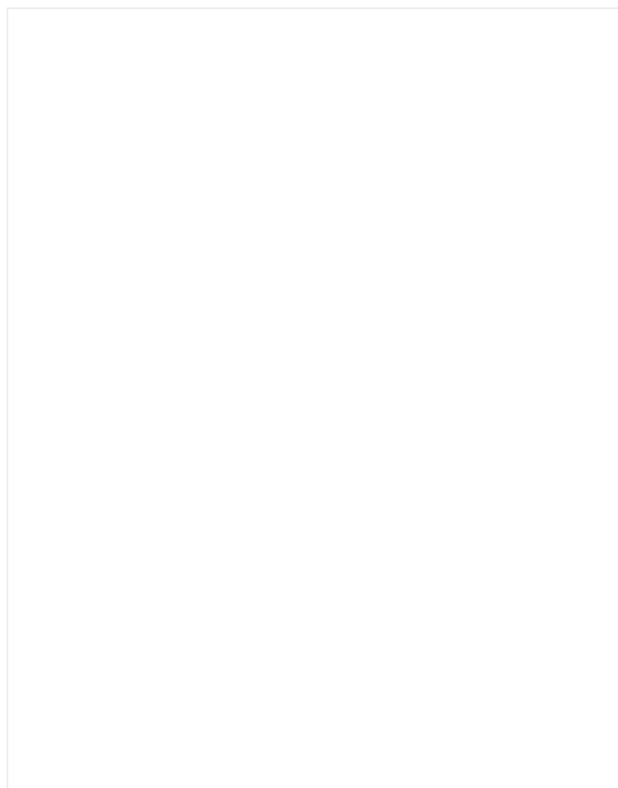
Critics point to synthetic turf as an environmental heater. It absorbs heat and feel



absorb animal waste (but is permeable so liquids pass through to the ground underneath).

Lawn Alternatives

Non-plastic alternatives to real turf that will stand up to heavy foot traffic and offer soft landing for kids' play areas include: wood mulch (sometimes called “playground chips”), ground covers that require little water and maintenance (see [Fields of Green: 5 Favorite Lawn Substitutes](#)), decomposed granite (see [Low-Cost Luxury: 9 Ways to Use Decomposed Granite in a Landscape](#)).



Above: Christine's backyard terrace is carpeted with artificial grass, a surface that stands up to pets, teenage boys, and variable English weather. Photograph by Matthew Williams for Gardenista.



- [Best Reel Mowers.](#)
- [Guide to Sustainable Landscape Design.](#)
- [Fields of Green: 5 Favorite Lawn Substitutes.](#)
- Landscape architect [Christine Ten Eyck](#): [11 Tips for Designing a Water-Conscious Garden.](#)

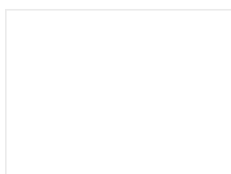
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February 17, 2016

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Federal Research Action Plan on Recycled Tire Crumb Used on Playing Fields and Playgrounds

Background

Concerns have been raised by the public about the safety of recycled tire crumb used in playing fields and playgrounds in the United States. Limited studies have not shown an elevated health risk from playing on fields with tire crumb, but the existing studies do not comprehensively evaluate the concerns about health risks from exposure to tire crumb.

Federal Research

Because of the need for additional information, the U.S. Environmental Protection Agency (EPA), the Centers for Disease Control and Prevention/Agency for Toxic Substances and Disease Registry (ATSDR), and the U.S. Consumer Product Safety Commission (CPSC) are launching a multi-agency action plan to study key environmental human health questions. This coordinated federal action includes outreach to key stakeholders, such as athletes and parents, and seeks to fill important data and knowledge gaps, characterize constituents of recycled tire crumb, and identify ways in which people may be exposed to tire crumb based on their activities on the fields. The Federal Research Action Plan includes numerous activities, including research studies. While additional research questions may require evaluation beyond this year, the information will help answer some of the key questions that have been raised.

Objectives

The specific objectives of this research effort are to:

- Determine key knowledge gaps.
- Identify and characterize chemical compounds found in tire crumb used in artificial turf fields and playgrounds.
- Characterize exposures, or how people are exposed to these chemical compounds based on their activities on the fields.
- Identify follow-up activities that could be conducted to provide additional insights about potential risks.

Research Summary

Conduct Data and Knowledge Gap Analysis: The Agencies will evaluate the existing scientific information related to recycled tire crumb used in artificial turf fields and other types of playing fields to build on current understanding of the state-of-the-science and inform the research activities.

Outreach to Key Stakeholders, Including Parents and State Agencies: EPA, ATSDR, and CPSC will convene discussions with members of the public and organizations with an interest in studying tire crumb. These parties have ongoing tire crumb studies or can provide expertise to inform the federal study. The agencies will meet with:

- **Athletes, parents, and coaches** to get first-hand perspectives on potential exposures.

- **Government agencies** to discuss the federal research, share relevant information from state-level studies, request support, and identify current best practices for minimizing exposures. One important state partner is California. California's Office of Environmental Health Hazard Assessment has an in-depth tire crumb study underway. This study includes a series of scientific studies to determine if chemicals in tire crumb can potentially be released under various environmental conditions and what, if any, exposures or health risks these potential releases may pose to players who frequently play on artificial fields constructed with tire crumb. The evaluation includes expert solicitation and stakeholder participation to help guide the design and EPA and other federal agencies are actively engaged in that process.
- **Industry representatives** to better understand the manufacturing process and use parameters for recycled tire crumb used in artificial turf and for recycled tire-derived playground surface materials.

Testing of Tire Crumb to Characterize Chemicals, Potential Emissions, and Toxicity: The agencies will test different types of tire crumb. These tests – along with existing scientific information from the literature – will help us better understand the tire crumb materials. For example, this will help the scientists working on this effort to understand chemicals that are found in tire crumb and might be emitted from the material. It will also help us understand if chemicals can be released from tire crumb when a person comes into contact with them – for example, when tire crumb comes in contact with sweat on the skin or are accidentally ingested by athletes playing on turf fields. Once we better understand what chemicals are in tire crumb, we will also be able to search existing databases of information to understand the potential health effects of those chemicals. Some examples of research activities are listed below.

- Based on information obtained through the efforts described above, evaluate various manufacturing process (for example, the tire crumb manufacturing process and the tire-derived playground surface materials manufacturing process), including an analysis of the diversity of these processes, material blends, components of the material (metals, volatile and semi-volatiles, particulate matter).
- Conduct laboratory analyses to characterize components of the chemicals in newer and older (aged) tire crumb materials at different temperatures.
- Determine the rate at which tire crumb components are absorbed by the body using simulations of biological processes in the lab, for example simulations of activities in the stomach as well as salivating and sweating.
- Evaluate potential cancer and non-cancer toxicity of key tire crumb constituents based on existing databases of information.

Launch Pilot-Scale Study to Characterize Exposure Under Use Conditions: The agencies will conduct several activities to better understand potential exposures that may occur when individuals frequently use artificial turf fields. Scientists will identify various exposure scenarios (ways in which people may be exposed based on their activities on the fields) and then design and conduct a pilot-scale exposure study to characterize people's exposures on these fields. This work will consider possible ways that one may be exposed – including by breathing, accidentally ingesting, or physical contact with tire crumb. Some examples of research activities are listed below.

- Develop exposure scenarios, paying particular attention to high-end exposure scenarios.
- Identify activity patterns for athletes and other relevant populations.
 - Estimate nature, duration, and frequency of exposures.
 - Evaluate other relevant factors, such as the standard operation and maintenance of the fields (e.g., replacement of materials, use of biocides) and how the materials change over time.
- Design and conduct pilot-scale exposure study to characterize exposures on select playing fields, considering all relevant routes of exposure (inhalation, dermal, oral).

- Develop methods, as necessary, for measuring exposure to both targeted and non-targeted analytes.

Public Comment Opportunities: Some studies that are part of this research plan are posted for public comment through a Federal Register Notice (available at Regulation.Gov, search by docket number Docket No. ATSDR–2016–0002). For example, one study that is part of the Federal Register Notice will gather data from facilities with fields that contain tire crumb materials, and another study will gather activity data from persons who routinely perform activities on artificial turf fields with tire crumb. The number of fields that will be sampled as well as the number of field users who will be surveyed are described in the Federal Register Notice. We encourage you to review the Federal Register Notice and provide your comments.

Additional Research Activities: EPA, CDC/ATSDR, and CPSC have set an ambitious schedule for this effort in 2016. A number of additional activities may also be initiated during this time, depending upon further consideration of their value to the overall effort, their feasibility, the availability of resources, and other factors. Additional research could include identifying potential biomarkers of exposure, collecting preliminary biomonitoring data, analyzing samples of recycled tire crumb used on playground surfaces, and evaluating the feasibility of conducting an epidemiologic study. CPSC is exploring conducting a survey of parents to get first-hand perspectives on potential exposures from playground surface materials. As part of this coordinated effort, CPSC plans to conduct additional work on the safety of playgrounds.

Timeline and Deliverables

By the end of 2016, the agencies anticipate releasing a draft status report that describes the preliminary findings and conclusions of the research through that point in time. The draft status report will summarize the agencies' progress in: (1) Identifying key constituents of concern in recycled tire crumb used in artificial turf fields; (2) Assessing potential exposures to potentially harmful constituents; (3) Conducting an initial evaluation of potential cancer and non-cancer toxicity of key chemical constituents; and (4) Identifying follow-up activities that could be conducted to provide additional insights about potential risks. The results of the preliminary work on recycled tire-derived playground surface materials will also be described. The report will also outline any additional research needs and next steps.

More Information

Information and updates about this research will be posted to EPA's website – <http://www.epa.gov/TireCrumb>



Commission Communication

Agenda #: 9C
Date: February 13, 2018
From: Guillermo Olmedillo, Town Manager
Subject: Recommendations on the Beach Furniture Ordinance and Administrative Policy

Consideration – On October 13, 2016, the Town Commission adopted Ordinance No. 16-1658 which amended Chapters 70 and 86 of the Town Code of Ordinance. The Ordinance created beach furniture operation permit fees (under Chapter 70), definitions, permit requirements, insurance requirements and penalties. Accompanying the Ordinance was an Administrative Policy that regulated the use of beach furniture and equipment.

On June 13, 2017, the Town Commission amended Ordinance No. 16-1658 under a new Ordinance No. 17-1662. The Ordinance expanded upon and clarified the previous beach furniture rules and regulations. Subsequently, the Ordinances have been codified in the Town Code in Article II. Public Beaches, of Chapter 86 (Sections 86-26 to 86-33). In addition, the Administrative Policy was revised.

On September 25, 2017, the Town Manager amended and restated the Administrative Policy effective October 2, 2017, and distributed same to all Beach Furniture Operators.

Town Manager's Recommendations – The Ordinance and Administrative Policy have been in place and implemented for several months. As a result of operations and implementation, the Town Manager makes the following recommendations to improve beach operations and address issues that have arisen as a result implementation:

A. Ordinance/Code Amendments

1. All Beach Furniture Operator permits shall be valid for one year commencing on October 1st and expiring on September 30th of each year, and renewed and evaluated annually with the CU/Local Business Tax associated with each participating property.

B. Administrative Policy Amendments

1. Beach chair storage on the beach shall be limited to forty (40) chairs for hotels and 10% of the number of dwelling units for condominium buildings. Additional chairs or equipment shall be stored on-site by the Beach Furniture Operator or property owner.
2. All beach chairs must be stored inside of storage boxes or secured under appropriate tarps.
3. Storage boxes shall be limited to the following dimensions: 6 feet wide by 8 feet in length by 4 feet in height.
4. Only beach chairs shall be stored in storage boxes.
5. The number of storage boxes shall be limited to the amount needed to store 40 beach chairs, but shall not exceed two boxes.
6. All other beach furniture items (tables, tents, cabanas, umbrellas, chair pads, towels, children's toys, beach supplies, etc.) shall be stored at night on-site of the Beach Furniture Operator's property and not in the on-beach storage boxes.
7. Garbage, trash, litter and debris that is generated by the beach furniture operation of any property shall be promptly picked up and taken off of the beach every two hours of the day by the Beach Furniture Operator. Should the Town or the Beach Furniture Operator find that the trash receptacles used by the general public are full, the Beach Furniture Operator shall provide its own trash bins, and must remove the trash bins and all garbage, trash, litter and debris contained therein from the beach at the end of the beach operation day.

Recommendation – Provide direction to Town staff on the preparation of an ordinance and accept the changes to the Administrative Policy.



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

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

DISCUSSION ITEM COVER MEMORANDUM

Agenda #: 9D
Date: February 13, 2018
From: Daniel Dietch, Mayor
Subject: Surfboard Prohibition

Objective: To seek direction from the Town Commission whether to direct the Town Attorney to prepare an Ordinance that would rescind Section 86-1 of Surfside Code of Ordinances thus allowing the use of surfboards in Surfside.

Consideration: Section 86-1 of Surfside Code of Ordinances, which is presented in Attachment A, was enacted in 1960 and prohibits the use of surfboards in any area in the town not specifically designated for such sport by posted signs. Subsequently, the State Attorney General issued an Advisory Legal Opinion in 1979 (AGO 79-71 - <http://www.myfloridalegal.com/ago.nsf/Opinions/CC9284CC92C0F0EC8525658E00656A0D>) that cites the Florida Supreme Court Case of *Carter vs. Town of Palm Beach*, where the court held that a complete ban on all surfing within the Town was unconstitutional and arbitrary and capricious, and concluded that the Town may regulate and control surfing in certain areas... However, the surf break in Surfside varies year to year and even varies within a given year, thus making it challenging to designate any specific location within Surfside. Further, the legislative findings references “uncontrolled use,” which reflects the time that the legislation was enacted. Today it is customary for surfboards to be equipped with “leashes” that tether the board to the user, thus eliminating the concerns presented in the legislative findings section of the legislation.

Recommendation: To direct the Town Attorney to prepare an Ordinance that would rescind Section 86-1 of Surfside Code of Ordinances thus allowing the use of surfboards in Surfside

ATTACHMENT A

Chapter 86 - WATERWAYS[1]

ARTICLE I. - IN GENERAL

Sec. 86-1. - Surfboards.

- (a) *Legislative findings.* The town commission does make a legislative determination and finding that the uncontrolled use of surfboards in the town has resulted in serious injury to persons and property; that, if not controlled, additional injury to persons and property will result; and, that the public health, welfare and safety require that regulations be implemented to control surfing and prevent additional injury to persons and property.
- (b) *Use prohibited.* The use of surfboards is prohibited in any area in the town not specifically designated for such sport by posted signs.
- (c) *Penalty for violation.* Any person violating any of the provisions of this section shall, upon conviction thereof, be punished as provided in [section 1-8](#).



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

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

DISCUSSION ITEM COVER MEMORANDUM

Agenda #: 9E
Date: February 13, 2018
From: Daniel Dietch, Mayor
Subject: Resiliency Fund Requirements for Commercial Development

Objective: To seek direction from the Town Commission whether to direct the Town Manager to develop an approach to build specific Town reserves for current and future climate resiliency needs.

Consideration: Surfside faces impacts from sea level rise and extreme weather event today and this situation will surely continue. With continued interest in larger-scale commercial development and our increasing tax base, we have an opportunity to build special purpose reserves to help the Town with our adaptation, mitigation and resiliency initiatives to help safeguard our community today and to be best prepared for future conditions that may ultimately result in orderly relocation. Such an approach may include impact fees, or as we have seen with the results from our Development Impact Committee process, voluntary proffers to name a few options. The intent is not to place the financial burden solely on one party. Rather, the concept is to leverage investment dollars that would be matched with the incremental tax base that results from such projects. Again, this is a concept that requires further thought and discussion. But, the time is right to begin this discussion.

Recommendation: To direct the Town Manager to develop an approach to build specific Town reserves for current and future climate resiliency needs.



**Town of Surfside
Town Commission Meeting
February 13, 2018**

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

DISCUSSION ITEM

TO: Town Commission

FROM: Guillermo Olmedillo, Town Manager

DATE: February 13, 2018

SUBJECT: Social Media Responses

Background: Recent neighborhood conversations on Nextdoor often compel the Town to get involved, however, Nextdoor strictly prohibits public agencies from engaging in what is considered to be private conversations between residents. Furthermore, Elected Officials are bound by Florida's Sunshine Laws and are required to follow strict guidelines set forth by the Miami-Dade Ethics Commission, therefore limiting discussions on topics found on this platform. To address misinformation and provide context and facts, as well as providing Town news and event information, the Town has established a Surfside Nextdoor page. Through the Town's Public Information Representative, Pinzur Communications, important information is presented to residents on this page.

It is important to note that this page is not a replica of the Town's website and Gazette and should not be viewed as such. To that end, information presented often refers back to these primary communication tools. The Town encourages residents to find information on the Town's website (www.townofsurfsidefl.gov), register for notifications, and / or contact the Town directly.

Consideration: Please refer to attached "Appendix A" as an example of information that was posted on the Surfside Nextdoor page. "Appendix B" is an example of the Town's response to address facts and concerns expressed on Nextdoor.

Recommendation: "Appendix B" will be posted on the Town website with a link on the Surfside Nextdoor page due to the challenge / restriction by Nextdoor to directly engaging with residents. Responses will be posted weekly in this manner or on an as needed basis. Also, the Town Manager's Monthly Report, provided in the Town Commission meeting agenda packets, will include all of this information.

Appendix A

Posts for Nextdoor: Town of Surfside December 2017

12/5 – Town of Surfside Joins Nextdoor

Hello Surfside residents,

I am pleased to announce the Town of Surfside will be utilizing Nextdoor to share important information and updates that are relevant to your neighborhood. Please rest assured your Nextdoor neighborhood conversations remain private to you and your neighbors. We will only be able to see your replies to our posts on this page, and private messages that you send directly to us.

We look forward to connecting with you on Nextdoor and to continuing to build a stronger community in Surfside.

Regards,

Rachel Pinzur, Public Information Representative

12/7- This Saturday, join us for “Movie Night Under the Stars.” Our Parks & Recreation Department will screen the “Emoji Movie” at the 96th Street Park. Enjoy a FREE night of entertainment, while you relax with your neighbors, family and friends before the holidays. The movie starts at 6:30 p.m. Don’t forget to bring food and a picnic blanket.

12/11 - The Town of Surfside will conduct a test of a new streetscape design on 89th and 90th Streets, between Harding Avenue and Hawthorne Avenue. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Due to the width of the streets being narrowed during the test, both 89th and 90th Streets will be changed to one-way streets, effective in the morning hours of Thursday December 14th, with 90th Street traffic moving eastbound between Hawthorne and Collins Avenue, and 89th Street traffic moving westbound between Harding Avenue and Hawthorne. The streets will be clearly marked with paint to designate the pedestrian area, as well as the green/parking area. The test will run for 60 days starting this Thursday, December 14th. At the end of the test period, staff will present a report to the Town Commission.

12/12 - Don’t forget to donate to the Surfside Police Department’s 9th annual Toy Drive! Our men and women in blue are collecting toys this holiday season for children in need in our community. Please show your support by bringing new unwrapped toys for

children between the ages of 1 to 13-years-old to the Surfside Police Department located at 9293 Harding Avenue. The last day for drop-off is December 20th. Thank you.

12/13- Our next Town commission meeting takes place tonight at 7 p.m. It's a great way to learn about important initiatives and issues that directly impact your neighborhood and local businesses. We welcome and encourage you to attend all commission meetings, or you can watch the meetings on Channel 93 or via livestreaming on our new website at www.townofsurfsidefl.gov.

12/13 – Friendly reminder: Starting tomorrow, December 14, both 89th and 90th Streets will become one-way streets as part of a proposed streetscape design. The new streetscape design will be tested for a period of 60 days.

12/15- Let's turn the Town of Surfside into a Winter Wonderland! Join your neighbors for a morning filled with holiday cheer as the Parks & Recreation Department hosts its annual bash at the Surfside 96th Street Park this coming Sunday, December 17. You can enjoy visits from holiday characters, music, arts & crafts, face painting and even SNOW!!! The event is FREE and open to Surfside residents only from 10 a.m. to noon. Current proof of residency is required.

12/17 – Street sweepers will be swinging through your neighborhood between 9 a.m. to 1 p.m. tomorrow, December 18. Please make sure the street in front of your house is free of any vehicles and other obstacles that would prevent the sweeper from cleaning the curbs. This allows us to help keep your streets beautiful as we head into the New Year!

12/19 - The Surfside Police Department invites residents to Bike with the Chief of Police. Participants ride through the community with Chief Allen and police staff. The ride begins at 5:00 p.m. tomorrow, December 20th at Town Hall.

Additionally, the Surfside Police Department's monthly community initiative with Starbucks - Coffee with the Cops is back! Residents, business owners, and visitors can meet with the Chief of Police and his staff at 10:00 a.m. on Thursday, December 21st over coffee to discuss important community issues.

For further information, please contact Dina Goldstein at 305-861-4862.

12/22 - Not sure what to do with your kids over the winter break? Why not enroll them in Surfside's 2017 Winter Camp? Your child's break will be filled with activities like arts & crafts, sports, swimming, cooking projects and much more. Campers will also enjoy

awesome field trips while making new friends. The camp runs from 8 a.m. to 6 p.m. from December 26-29 and January 2-5. Children ages 6 to 12-years-old are welcome. Registration spaces are limited and will be on a first-come, first-serve basis. Everyone must present a proof of residence such as a current water bill, lease or electric bill. No driver licenses will be accepted as proof of residency. For more information and registration, call 305-866-3635 or visit www.townofsurfsidefl.gov.

12/25 – We want to wish you and your family a Happy Holiday and a spectacular New Year. Please note, Town Hall will be closed today, December 25th and Monday, January 1st in observance of the holidays.

12/26 – Just a friendly reminder that Surfside's 2017 Winter Camp starts today. Spaces are still available. To register or for more information, call the Parks & Recreation Department at 305-866-3635 or visit www.townofsurfsidefl.gov.

Posts for Nextdoor: Town of Surfside January 2018

Week One

Dec. 31 — Happy New Year!

As a reminder, Town Hall will be closed today in observance of the holiday. However, there will be regular trash pick-up and Parks & Recreation facilities will be open until 3 p.m. We wish you a meaningful 2018 filled with happiness, good health and prosperity. Happy New Year!

Jan. 3 – Solar Co-op Informational Session on Tues., January 23

Want to learn how to save energy and save money by going solar? Join the Town of Surfside and Solar United Neighbors for an informational session at 7:00 p.m. on Tuesday, January 23 at Surfside's Community Center. Please refer to the enclosed flyer for more details or visit www.SolarUnitedNeighbors.org.

Jan. 4 — Adjusted shuttle bus route

The Surfside shuttle bus has adjusted its route, but all pick-up locations remain the same. This is a result of the new streetscape test that has temporarily converted 89th and 90th Streets into one-way streets. For more information, visit www.townofsurfsidefl.gov.

Week Two

Jan. 7 — Heard of SeeClickFix?

SeeClickFix is a free mobile app that allows users to report non-emergency conditions that may need to be addressed by the Town. This user-friendly app allows Surfside residents to upload descriptions, photos and videos, and instantly report situations that require attention and/or follow-up. Residents can also communicate, comment, receive updates and thank those who worked to solve the issue. Note that a response may take several days. For emergencies, call 911. Download the app today. SeeClickFix also is accessible on the Town's website and at www.seeclickfix.com.

Jan. 9 — Town Commission meeting tonight!

Our next Town commission meeting takes place tonight at 7 p.m. It's an excellent way to learn about important initiatives and issues that directly impact your neighborhood and local businesses. We welcome and encourage you to attend all commission meetings, or you can watch the meetings on Channel 93 or via live streaming on our new website at www.townofsurfsidefl.gov.

Jan. 10 — Third Thursdays are back and better than ever!

Join neighbors and friends for the first Third Thursdays block party of the season from 6:00 to 9:00 p.m. on January 18. Ride your bike to Harding and 95th Street, and enjoy live music by popular blues, soul and rock & roll band, *Brothers of Others*, in addition to interactive activities for kids including a floral workshop by florist, Zoom Bloomz, and a Metal Monkey Workshop.

January's block party also will feature food trucks with delicious fare available for purchase, sweet treats by Serendipity Creamery, and cocktail tastings by Miami Cocktail Company. If you're looking for a sit-down meal in a quieter setting, our downtown restaurants are always happy to welcome you.

FREE admission to Third Thursdays. For adults 21 and over with a valid ID, there will be complimentary cocktail tastings. Be sure to bring your bikes, skates or scooters to be entered into a contest to win prizes. To register, visit <https://www.eventbrite.com/e/third-thursdays-event-series-surfside-ride-tickets-41439116513>

Save the date for additional Third Thursday events:

February 15: Get sporty!

March 15: Pet Night

April 19: Throwback Thursday

January 12: Check Out Surfside's Sand Sculpture Installation

The Surfside Tourist Board is proud to present an installation of a sand sculpture at the beach entrance on 96th Street, near the walking path. Artist Marianne Knight will create the sculpture this Sunday, January 14th. Feel free to stop by and watch Marianne work her magic, plus any time after that to see the finished product. This exciting beach enhancement will feature Surfside branding and promote the Third Thursdays winter event series. Don't forget to share your pictures and tag @visitsurfside along with #UptownBeachtown.

Edited Post: Sand castle sculpture to be rescheduled

Good morning, Please note that due to unforeseen circumstances, the sand sculpture build will be rescheduled to another day. We will keep everyone posted as soon as further details become available. Thank you.

Week Three

Jan. 15 – MLK Day - National Day of Service on Monday, Jan. 15

Town hall will be closed tomorrow in observance of Martin Luther King Jr. Day. However, parks & recreation facilities will be open.

Commemorate MLK Day by giving back to your South Florida community. A number of volunteer opportunities are available. To find locations and to learn more, visit <https://www.nationalservice.gov/mlkday>.

Jan. 17 — Save the date for Family Fun Day on Sunday, Jan. 21

There's always a good excuse to have fun with the family. Surfside's annual Family Fun Day, hosted by the Parks & Recreation Department, will take place Sunday, January 21 from 1:00 to 4:00 p.m. at the 96th Street Park. Enjoy arts & crafts, food, face painting, performances, rides and much more. Surfside residents receive free admission with proof of residency. For more information, call (305) 866-3635 or visit www.townofsurfsidefl.gov.

Jan. 18 – **Third Thursdays block party returns tonight!**

Bundle up and join us for the return of Third Thursdays tonight from 6:00 to 9:00 p.m., on 95th Street between Harding and Collins Avenue. Admission is free. See you there!

January 19 – Women of Tomorrow 5k this Sun., January 21

The Women of Tomorrow 5k Run / Walk event, sanctioned by the Village of Bal Harbour, will take place this Sunday, January 21, 2018. There will be a street closure for westbound lanes of 96th Street between Collins Avenue and Harding Avenue from approximately 6:30 a.m. to 8:30 a.m. Drivers heading north on Collins Avenue and wanting to go west on 96th Street will be directed to the Bal Harbour Founders Circle (97th Street & Collins Avenue) and west on 96th Street from Harding Avenue. Runners and walkers will be traveling on the Surfside beach hardpack south from 96th Street and turning around to go back north at 92nd Street. The event is expected to end by 10:00 a.m.

Week Four / Start of Week Five

Jan. 22 — Coffee with the Cops on Thursday, Jan. 25

Want to learn more about Surfside's heroes in blue and what is happening in your community? The Surfside Police Department invites residents to participate in Coffee with the Cops this Thursday, January 25 at 10:00 a.m. at Surfside's Starbucks located on Harding Avenue. See you there!

Jan. 29 – Blood Drive at Town Hall on Wednesday, Jan. 31

Help save a life by donating blood during our upcoming blood drive coordinated by the Surfside Police Department in partnership with the One Blood organization. A Blood Mobile will be set-up in the Town Hall parking lot from noon to 3:00 p.m. this Wednesday, January 31. For more information, contact Dina Goldstein at 305-861-4862 or dgoldstein@townofsurfsidefl.gov.

Appendix B

Budget 2010-11 \$9,636,738 \$26,966,519

http://www.townofsurfsidefl.gov/docs/default-source/default-document-library/financial-documents/fundbalances.pdf?sfvrsn=d3b4794_4

FACT: The \$9,636,738 referenced above is the total revenue portion of only the general fund in Fiscal Year 2011. While \$26,966,519 is comprehensive of the Town's entire adopted budget for fiscal year ending Fiscal Year 2010 and is inclusive of police, tourist/resort tax, enterprise funds for municipal services (solid waste, water/sewer, etc), capital projects, municipal transportation fund, municipal parking fund and general fund. For Fiscal Year 2018, the total adopted budget actually decreased to \$26,741,533.

Fines 2016 \$137,254 p.133

Fines 2017 \$32,345 p. 133 \$42,921

http://www.townofsurfsidefl.gov/docs/default-source/default-document-library/financial-documents/financial-reports/2017-2018-annual-budget.pdf?sfvrsn=36134594_6

FACT: In September 2015, Alan Graham joined Surfside as the Town's Code Compliance Director. One of the first items of business conducted by Mr. Graham was to collect outstanding liens. As a result of this action, the total collected fines in 2016 amounted to \$137,254, thus allowing the Town to start with a clean slate in 2017.

The \$32,345 referenced above is the amount the Town collected at the time when the Town was preparing its budget for 2017-2018. At the end of the fiscal year, the total amount collected in fines was \$42,921.

Resort tax budget \$670,610 adopted in 2017; \$829.617 adopted in 2018
budget p.67*

http://www.townofsurfsidefl.gov/docs/default-source/default-document-library/financial-documents/financial-reports/2017-2018-annual-budget.pdf?sfvrsn=36134594_6

FACT: Surfside benefitted from approximately \$2 million in resort tax revenue last fiscal year, ending September 30, 2017. The revenue is generated by a 4% accommodation tax collected by the local hotels, and a 2% food & beverage tax collected by the local restaurants.

The \$670,610 stated above is only 34% of the resort tax revenue estimated to be collected. This amount is allocated to the marketing efforts of the Tourist Board to promote

the Town as a tourist destination regionally, nationally and internationally. While the additional 66% (\$1,341,220) of the estimated revenue to be collected is allocated in the budget for the operation of the Town's Community Center, therefore lessening the burden on Surfside residents.

The \$829,617 for Fiscal Year 2018 is only 34% of the estimated resort tax revenue to be collected (see above).

bed or hotel tax actual \$715,495 p.48 \$2million

http://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2017-commission-agenda/2017-11-14-agenda-packet-with-page-numbers---reduced.pdf?sfvrsn=193e4494_6

FACT: To clarify, bed and hotel tax are the same, while food tax is separate. The \$715,495 referenced above is the 34% of the actual resort tax revenue collected as of December 30, 2017. As referenced in the above explanation, this is used to promote the destination as defined by the State Statute on Resort Tax.

The approximate \$2 million is the total resort tax revenue collected last fiscal year, ending September 30, 2017. Please refer to the above explanation (under resort tax budget.)

**Resort Tax includes - Two Percent Resort Tax (Food), Four Percent Resort Tax, Resort Tax and Penalties/Interest, First Local Option Fuel Tax, Second Local Option Fuel Tax*

FACT: Resort taxes and fuel taxes are unrelated. The First Local Option Fuel Tax and Second Local Option Fuel Tax referenced above does not come from resort tax. That revenue comes from the State tax on fuel.

Who audits the tax? The bed tax brings to the budget only \$670k instead of \$3 million+.

FACT: The Town of Surfside uses an outside auditor, Sanson Kline Jacomino Tandoc & Gamarra (SKJTG) CPA, to conduct audits on resort taxes. SKJTG does a thorough audit of the hotels and restaurants to account for what is received and to ensure compliance. Please refer to the above explanation (under resort tax budget) for breakdown of bed tax dollars. \$3 million is the projected total of all resort tax to be collected when all of the new hotel rooms come on line.

Sunny Isles 2.4% – built an excellent parking structure with amphitheater, Aventura 1.72% - built a school, Bal Harbor 1.96% and us 4.8% millage rate.

FACT: Aventura and Sunny Isles have a larger commercial base and also benefit from much larger development proffers. Property values also vary from town to town. Additionally, the other towns may have other tax revenues which make it difficult to directly compare with Surfside.

Fine volume tremendously reduced, despite commissioners tripled fines in 2016 from \$5k to \$15k a day with county lean records “until violation continues”, “remains until property in compliance”, “until compliance is attained”, “until full compliance is achieved”, “interest accrue until paid”.

FACT: Please refer to the above explanation (under fines). The 2016 fines referenced include previous outstanding violations.

IN RESPONSE TO KITE SURFING:

The Town’s objective is to balance the safety and wellbeing of beach-goers and kite surfers. Therefore, the Town of Surfside has established guidelines that requires kite surfers to surf on the south-end of the beach, as long as it does not create a hazard for beachgoers. In order to receive further direction, kitesurfing will go before the Town Commission at a future date.

IN RESPONSE TO TURTLE LIGHTING:

In pursuant to *Ordinance Sec. 90-62: Outdoor Lighting*, the “lighting on properties designated H120 shall provide fixtures and shields to maintain light shed cut offs in accordance with regulations of the Department of Environmental Protection, specifically as it relates to properties fronting or adjacent to turtle nesting habitats.”

As the Town of Surfside cares deeply about the loggerheads and the conservation of their habitats, Code Ordinance are reviewing outdoor lighting standards with establishments that are not adhering by the guidelines set forth by the State of Florida’s Department of Environmental Projection, prior to the start of turtle nesting season in May.

IN RESPONSE TO BEACH CHAIR STORAGE/BEACH CLEANLINESS:

The aesthetics and cleanliness of the beach, as well as protection of the ocean and sea animals is extremely important to the Town. We are working to find a solution to both beach chair storage and littering on our beach, and will continue to provide further updates when available.



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

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

DISCUSSION ITEM

Agenda #: 9G
Date: February 13, 2018
From: Guillermo Olmedillo, Town Manager
Subject: Unsolicited Proposal Update – Seeking Direction

The following update was provided at the January 9, 2018 Town Commission Meeting: Town of Surfside ("Town") received an unsolicited proposal from The Feldman Companies, LLC for a qualifying public-private partnership project pursuant to Section 255.065 Florida Statutes (previously provided in the December 2017 Town Manager's Report) for the design, construction, financing, operation and maintenance of a public parking and mixed-use facility to be developed and operated on land owned by the Town known as the "Abbott Lot" which is located east of Abbott Avenue between 95th Street and 96th Street ("Project"). The Town advertised the Project to allow for alternative proposals for the Project to be submitted, as required by the Statute, for 30 days from the date of the notice (November 29, 2017) until December 29, 2017. The Town did not receive any additional or alternative proposals by the advertised 2:00 p.m. deadline of December 29, 2017.

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

Exhibit A attached is previously provided information on the Florida Statute governing the Public Private Partnership (P3) process.

*****The process to date and the following timeline do not commit the Town, or Town Commission, to approve the proposed project*****

Consideration: The following timeline is required to adequately and responsibly review the proposed project before returning to the Town Commission.

The Town will request the following additional information, at a minimum, to be provided by the Proposer within the next 120 days (June 2018):

- Proposer Entity Composition (ownership and management), and identify and provide Professional Qualifications (experience and past or current projects) of key personnel, design/build team (include licensing of firms or individuals)
- Business Plan and Financial Plan (including financing plan) for design/build and operation/maintenance of facility
- Preliminary Architectural and Engineering Design of Facility
- Construction Plan
- Demonstrate capacity for bonding and insurance
- Demonstrate financial strength and capacity to design/build and operate and manage facility (including financial statements for Proposer and/or key ownership and management team)
- Sustainable or green initiatives proposed

Staff will require 120 days after the June deadline to evaluate the project. This evaluation process will include the convening of a committee to assist with the review. This committee will include, at a minimum, financial and parking experts.

It is important to note that the proposal is not a public record until the issuance of a notice of intended decision. That notice is of a future Town Commission meeting to occur after the staff review process; this date is yet to be set. At that public meeting the Town Commission will have the opportunity to review the proposal, analyze staff, committee and consultant input and decide whether or not to move the project through the planning and zoning process: review by the Planning & Zoning Board before returning to the Town Commission for further consideration.

Budget Impact: Costs associated with staff review, and any necessary retention of expert consultants, will be recovered from the Proposer. Presently the Town holds a deposit of \$25,000 from the Proposer for such purposes.

Growth Impact: TBD.

Staff Impact: Considerable staff time will be needed to review the project, work with the review committee and any expert consultants.

Recommendation: Seeking Town Commission direction on whether to proceed with the process as outlined.



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9H

Date: February 13, 2018

From: Commissioner Tina Paul

Subject: Quality of Life Improvement Initiatives

Objective – To consider additional actions to enhance and protect Surfside residents and visitors by promoting a safer more sustainable environment.

Consideration – Quality of life is important to Surfside; it is why we Love living here and care about our Community. Two issues that come up frequently and present areas for improvement have inspired many discussions and it is necessary to continue this dialogue for real solutions.

1 – Sustainability initiatives – In November and December of 2017, Mayor Dietch presented items regarding commercial recycling and sustainable initiatives including Solar energy, green roofs, plastic bag and straw ban, rain barrels and organic fertilizer and herbicide requirements.

Actions to consider:

- Review, enforce, and amend our Littering Ordinance to strengthen it. Include a ban on Plastic Straws, Cups, and Cutlery by Hotels operating at the Beach.
- Include street cleaning requirements for construction sites and/or empty lots where sidewalk litter is prominent.
- Request Hotels and/or Condos with tables on the Beach provide ashtrays.
- New and/or additional signage.
- Include environmental initiatives in Tourism promotional materials.
- Organic Fertilizer and Herbicide requirements for all new development projects.

- Request Sustainable commitments from Hotels operating in Surfside.
(see additional attachments)

2 – Traffic calming initiatives – While traveling overseas to the Philippines during the holidays I observed several different speed bumps, specific signage, and traffic officers at intersections.

Actions to consider:

- New and/or additional signage.
- Options for more effective Speed Bumps, such as asphalt speed bumps built into the street.
- Utilize Community Service Aids for Traffic directing at necessary locations and times of day.
Encourage off-duty Police officers working at constructions sites to assist with Traffic direction at partially blocked driveways and intersections where they are assigned.

Recommendation – Take immediate action where possible to begin the process of achieving these and other goals.

See Attachments provided.

ORDINANCE NO. 11- 1581

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 34 "ENVIRONMENT" BY ADDING ARTICLE V "LITTER" AND SPECIFICALLY CREATING SECTIONS 34-78 "DEFINITIONS", SECTION 34-79 "UNFINISHED, VACANT, UNOCCUPIED OR CLOSED STRUCTURES, CONSTRUCTION SITES OR VACANT LOTS; MAINTENANCE PROCEDURES REQUIRED OF OWNERS"; AND SECTION 34-80 "PROHIBITIONS ON LITTER; CIVIL FINES FOR VIOLATIONS; ENFORCEMENT; APPEALS; LIENS" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; DELETING CHAPTER 2. "ADMINISTRATION" ARTICLE I. SECTION 54-2 ENTITLED "DISTRIBUTION OF HANDBILLS"; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") declares that it is in the interest of the public health, safety, and welfare to reduce pollutants on the land and those that enter into the air and waters of the Town; and

WHEREAS, the Town wishes to address a variety of litter issues in a single section of the code, including but not limited to such issues as the uncontrolled feeding of feral cats, the uncontrolled distribution of handbills, the uncontrolled discharge of yard maintenance debris into the Town's storm drains and sewers which diminishes the effective functioning of the Town's sewer system and pollutes and damages the Town's waterways and ecosystems; and

WHEREAS, the spreading of debris, dust, fecal matter, pesticides, fungi, chemicals, fertilizers, and dirt onto adjoining properties and public rights-of-way causes litter, erodes and degrades soils, and is a health hazard; and

Ordinance No. 11-1581

WHEREAS, The Town Commission has conducted a first reading on August 9th and a second duly noticed public hearing on these regulations as required by law on September 13, 2011 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 AS FOLLOWS:

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 the Town of Surfside, Florida is hereby amended by adding:

Chapter 34. ENVIRONMENT

Article V. Litter.

Sec. 34-78. Definitions.

Benefactor means the owner of the business advertised in the commercial handbill whose agent, employee, contractor, promoter, or other representative did or caused the throwing, discarding, placing or depositing.

Business means any commercial or industrial activity, entity, or event in or for which any goods or services are made, sold or offered for sale or other consideration, pecuniary or otherwise.

Handbill means any handbill, flyer, paper, document, dodger, circular, folder, booklet, letter, card, pamphlet, sheet, poster, sticker, banner, notice or other written, printed or painted matter or object that conveys any information, except that "handbill" shall not include a newspaper or its contents.

Commercial handbill means any handbill that conveys any information about any goods or service provided by a business.

Litter means any animal food, paper, handbill, commercial handbill, garbage, bottle caps, chewing gum, tobacco products, including, but not limited to, used and unused cigarettes, cigars, pipe or chewing tobacco, cigarette butts, or other waste, including, but not limited to, tree, plant, and grass cuttings, leaves, or other yard maintenance debris, that has been placed or deposited on a public sidewalk, street, road, avenue, beach, swale, median, building, fence, wall, boardwalk, beachwalk, baywalk, cutwalk, park, or in a gutter, drain, or sewer, or on any other public property, right-of-way or place, or on any object located on public property, or on the kneewall, window ledge or sill of any public or private building, or on a motor

Ordinance No. 11-1581

vehicle, or on any other type of private real or personal property other than in containers used for the collection of solid waste by the Town or approved collection firms. Handbills and commercial handbills attached to a trash receptacle, but not within the trash receptacle in the usual manner, shall also be considered litter.

One day means a 24-hour period from noon to noon.

Person, benefactor, or owner include, within their respective meanings, either an individual or an entity.

Sec. 34-79. Unfinished, vacant, unoccupied or closed structures, construction sites or vacant lots; maintenance procedures required of owners.

- a. All owners of unfinished, vacant, unoccupied, closed or unfinished structures or buildings, construction sites or any other vacant lots shall comply with rules and regulations relating to such structures or buildings, construction sites or vacant lots as promulgated by the building official and in accordance with Sections 34-66 through 34-70 relating to lot clearing. These rules and regulations shall specify those actions and time limits within which owners shall beautify, secure and/or patrol their structures or buildings.
- b. Noncompliance with this section shall be punishable in a manner as provided in section 1-8. Noncompliance with this section may result in the Town's taking such action as it deems appropriate under the circumstances, and a lien shall be imposed against the structure or building for recovery of all costs involved.
- c. If the owners or occupants of such lands within the Town shall fail to comply with the requirements of this section, the Town Manager shall cause such work to be done and keep an account of the cost thereof, whereupon such cost shall be a charge and lien against the property so cleaned. Such existing liens or liens imposed hereafter shall be treated as special assessment liens against the subject real property, and until fully paid and discharged, shall remain liens equal in rank and dignity with the lien of ad valorem taxes, and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved; the maximum rate of interest allowable by law shall accrue to such delinquent accounts. Such liens shall be enforced by any of the methods provided in F.S. ch. 86; or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions applicable to practice, pleading and procedure for the foreclosure of mortgages on real estate set forth in state statutes, or may be foreclosed per F.S. ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. The owner and/or operator shall pay all costs of collection, including reasonable attorney fees, incurred in the collection of fees, service charges, penalties and liens imposed by virtue of this article.

Sec. 34-80. Prohibitions on litter; civil fines for violations; enforcement; appeals; liens.

- a. It shall be unlawful for any person or benefactor to throw, discard, place or deposit, or cause to be thrown, discarded, placed, or deposited, litter in any manner or amount whatsoever in or on any public highway, sidewalk, road, street, alley, thoroughfare,

Ordinance No. 11-1581

beach, park, baywalk, beachwalk, cutwalk, or any other public place, except in containers or areas lawfully provided therefor. It shall be unlawful for any person to throw, discard, place or deposit any garbage, cans, bottles or containers in or on any freshwater lakes, rivers, streams, canals, or tidal or coastal waters within the Town. In addition, it shall be unlawful for any person to throw, discard, place or deposit litter in any manner or amount whatsoever on any private real or personal property, unless prior consent of the owner has been given and unless such litter will not cause a public nuisance or be in violation of any other state or local laws, rules or regulations.

- b. It shall be unlawful for any person to carry onto any beach within the Town a glass container.
- c. The following civil fines shall be imposed for violations of this section except as provided in subsections (f) below:
 - 1. First offense: \$50.00 fine.
 - 2. Second offense: \$100.00 fine.
 - 3. Third or subsequent offense: \$250.00 fine.

In lieu of a fine, the special master may accept voluntary community service removing litter in the Town equivalent to one hour of community service for each-imposed fine. If the community service is not completed within three months of an adjudication of guilt, the fine shall be reinstated.

- d. If a violation of this section resulted from the throwing, discarding, placing or depositing, or causing to be thrown, discarded, placed, or deposited commercial handbills as litter, then the following civil fines shall be imposed. The special master shall not have discretion to alter these prescribed penalties except as to the per handbill fine of \$50.00 provided in subsection (c)(1).
 - 1. If the offense is the first offense, \$100.00 fine;
 - 2. If the offense is the second offense within the preceding 12 months, \$250.00 fine;
 - 3. If the offense is the third or subsequent offense within the preceding 12 months, \$500.00 fine plus \$50.00 per handbill.
 - 4. Notwithstanding subsections (c) (1)-(3), no person or benefactor shall receive more than one offense within any one-day period.
- e. At any prosecution for violation of this section when the litter involved is a commercial handbill, if ten or more commercial handbills advertising the same business are found in plain view as litter under circumstances that make it more likely than not that the commercial handbills were placed there, or caused to be placed there, by an agent, employee, contractor, promoter, or other representative of the business advertised on the face of the commercial handbills, the special master shall apply a rebuttable presumption that the business advertised on the face of the handbills threw, discarded, placed or deposited the commercial handbills as litter.
- f. If a person is found littering with commercial handbills, the code compliance officer is authorized to seize, for use as evidence in the prosecution of the violator before the special master, all commercial handbills in the possession of the violator.

Ordinance No. 11-1581

- g. The Town may cause the removal, at the violator's expense, of all litter distributed or placed in violation of this section.
- h. Enforcement by code compliance officers; notice of violation. If a code compliance officer finds a violation of this article, such code compliance officer shall issue a notice of violation to the violator as provided in Chapter 15. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within 20 days after service of the notice of violation, and that failure to do so shall constitute an admission of the violations and waiver of the right to a hearing.
- i. Rights of violators; payment of fine; right to appeal; failure to pay civil fine or to appeal.
 - 1. A violator who has been served with a notice of violation shall elect either to:
 - i. Pay the civil fine in the manner indicated on the notice; or
 - ii. Request an administrative hearing before a special master appointed by the Town Commission upon recommendation of the Town Manager to appeal the decision of the code compliance officer which resulted in the issuance of the notice of violation.
 - 2. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 15-12 and 15-15 of the Town Code.
 - 3. If the named violator after notice fails to pay the civil fine or fails to timely request an administrative hearing before a special master, the special master shall be informed of such failure by report from the code compliance officer. Failure of the named violator to appeal the decision of the code compliance officer within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.
 - 4. Any party aggrieved by the decision of the special master may appeal the decision in accordance with law.
- j. Recovery of unpaid fines; unpaid fines to constitute a lien; foreclosure.
 - 1. The Town may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.
 - 2. A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the Town may foreclose or otherwise execute upon the lien.
- k. Nothing in this article shall limit or restrict any condition or limitation imposed by the planning and zoning board.
- l. Injunctive relief. As an additional means of enforcement, the Town may seek injunctive

Ordinance No. 11-1581

relief and/or follow procedures to revoke a business tax receipt and/or certificate of use as set forth in chapters 14, 18 and 70 of the Town Code when there are more than three offenses by the same violator within a calendar year.

The Code is also amended by deleting the following:

Article I. General

~~Sec. 54 2. Distribution of handbills.~~

~~No person shall throw or deposit any commercial or noncommercial handbill in or upon any vehicle, nor hand out or distribute any commercial handbill on any sidewalk, street or other public place within the Town.~~

Section 3. 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 4. 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 5. 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 re-lettered to accomplish such intentions; and the word “ordinance” may be changed to “Section” or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this 9th day of August, 2011.

PASSED and ADOPTED on second reading this 13 day of September, 2011.



Daniel Dietch, Mayor

Ordinance No. 11-1581

Attest:

INTERIM *John Di Censo*
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Lynn M. Dannheisser
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: *Commissioner Kopelman*

On Second Reading Seconded by: *Commissioner Karukin*

Vote:

Mayor Dietch	yes	<input checked="" type="checkbox"/>	no	_____
Vice Mayor Graubart	yes	<input checked="" type="checkbox"/>	no	_____
Commissioner Karukin	yes	<input checked="" type="checkbox"/>	no	_____
Commissioner Kopelman	yes	<input checked="" type="checkbox"/>	no	_____
Commissioner Olchyk	yes	<input checked="" type="checkbox"/>	no	_____

Ordinance No. *11-1581*

We've made some changes to EPA.gov. If the information you are looking for is not here, you may be able to find it on the EPA Web Archive or the January 19, 2017 Web Snapshot.



Sources of Beach Pollution



- **Wet Weather Discharges**

Wet weather discharges are end-of-pipe discharges resulting from precipitation, such as rainfall and snowmelt. They include storm water runoff, combined sewer overflows (CSOs), and wet weather sanitary sewer overflows (SSOs). Storm water runoff accumulates pollutants such as oil and grease, chemicals, nutrients, metals, and bacteria as it travels across land. CSOs and wet weather SSOs contain a mixture of raw sewage, industrial wastewater and storm water, and have resulted in beach closings, shellfish bed closings, and aesthetic problems.

- Stormwater

When rain water or snowmelt flows over land or impervious surfaces like paved streets, parking lots, and building roof-tops, it picks up trash, chemicals, sediment, and other pollutants such as gasoline, motor oil, antifreeze, fertilizers, pesticides and pet waste). This polluted water flows directly into storm drains, rivers, lakes, streams and the ocean.

- Combined Sewer Overflows

Some sewers are designed to collect rainwater runoff, domestic sewage, and industrial wastewater in the same pipe, and are known as combined sewers. Most of the time, combined sewer systems transport all of their wastewater to a sewage treatment plant, where it is treated and then discharged to a water body. During periods of heavy rainfall or snowmelt, however, the wastewater volume in a combined sewer system can exceed the capacity of the sewer system or treatment plant. For this reason, combined sewer systems are designed to overflow occasionally and discharge excess wastewater directly to nearby streams, rivers, or other water bodies.

- Sanitary Sewer Overflows

Sanitary sewer systems are designed to collect and transport all sewage that flows into them to a publicly owned treatment works (POTW). However, occasional unintentional discharges of raw sewage from municipal sanitary sewers occur in almost every system. These types of discharges are called sanitary sewer overflows (SSOs). SSOs have a variety of causes, including but not limited to blockages, line breaks, sewer defects that allow storm water and groundwater to overload the system, lapses in sewer system operation and maintenance, power failures, inadequate sewer design and vandalism.

- **Trash and Litter**

Trash and other solid material that reach rivers, bays, estuaries and oceans eventually wash up on our beaches. It includes plastic bags, bottles and cans, cigarette filters, bottle caps, and lids. Any trash not recycled or properly thrown away can eventually reach our beaches when it is carried by the rain into sewers, storm drains, or inland rivers and streams, and then can flow all the way to the ocean. Other sources include people at the beach leaving behind their trash, and fishermen losing or discarding fishing nets and lines in the ocean.

- **Vessel Discharges**

Incidental discharges from all kinds of vessels are a source of pollution that can affect our beaches. Such discharges include trash, fishing gear, ballast water, and water from sinks and showers. The way EPA controls these discharges depends on the type of vessel: recreational vessels are covered under the Clean Boating Act, and commercial vessels are covered under the National Pollutant Discharge Elimination System (NPDES) permit program.

- Discharges from Recreational Vessels (Covered by Cleaning Boating Act)



A recreational vessel is manufactured or used primarily for pleasure. This includes canoes, kayaks, motor boats, yachts and sailboats. Ships and recreational boats at sea sometimes intentionally or accidentally dump trash directly into the ocean. This trash can include food containers and fishing gear like nets, ropes, and light sticks. The Clean Boating Act is an amendment of the Clean Water Act (CWA) that requires EPA to develop management practices to help limit the amount of pollution discharged from recreational vessels into our nation's waters.

- Discharges from Commercial Vessels (Covered by EPA Permit Program)

There are different requirements to control discharges from commercial vessels, including those used to transport paying passengers. EPA currently regulates incidental discharges from the normal operation of non-recreational vessels with the Vessel General Permit (VGP). Such discharges include ballast water, bilgewater, graywater (e.g., water from sinks, showers), and anti-foulant paints.

- **Nitrogen and Phosphorus (Nutrients)**



One of America's most widespread and costly problems is excess nitrogen and phosphorus in the air

and water. Nitrogen and phosphorus are nutrients that are natural parts of aquatic ecosystems. These elements support the growth of algae and aquatic plants, which provide food and habitat for fish, shellfish and smaller organisms that live in water. But when too much nitrogen and phosphorus enter the environment — usually from a wide range of human activities — the air and water can become polluted, resulting in serious environmental and human health issues, and impacting the economy. Animal manure, excess fertilizer applied to crops and fields, and soil erosion make agriculture one of the largest sources of nitrogen and phosphorus pollution in the country. Other sources include stormwater, wastewater, fossil fuels, fertilizers for home use, and yard and pet waste.

LAST UPDATED ON FEBRUARY 28, 2017



New style garbage can used on Miami Beach demonstrated by heavy equipment operator, Ruben Arocha Friday Dec. 19, 2014. **WALTER MICHOT** - MIAMI HERALD FILE

MIAMI BEACH

Miami Beach considers tougher penalties for littering



BY JOEY FLECHAS
jflechas@miamiherald.com



September 03, 2015 04:40 PM



Miami Beach may criminalize littering in an effort to deter beachgoers from using the sand as an ashtray and leaving behind cans and bottles.



On Wednesday, the City Commission also covered topics including incentives for preserving historic homes, a citywide ban on Styrofoam and plans for an accessible beach.

The main item

An ordinance making littering in the city's parks and beaches a second-degree misdemeanor passed a initial vote.

Commissioner Michael Grieco proposed the measure. Mayor Philip Levine and commissioners Ed Tobin, Micky Steinberg and Jonah Wolfson supported it, although some of them wanted to see more options for enforcement on second reading.

Commissioners Joy Malakoff and Deede Weithorn voted against it, saying they felt that people should not have to pay a criminal penalty for littering. Weithorn questioned if a tougher law would actually change bad habits.

"You can't legislate behavior," she said.

Grieco was adamant that something needs to be done to prevent people from dropping cigarette butts, aluminum cans, and plastic bottles and bags on the ground in the city's most treasured areas.

"I don't know how frequently everybody up here goes to the beach. It's a dump," he said. "Go out to the beach at 5 p.m. It's a dump."

The matter will come back to the commission in October.

Other business

- A series of land-use items meant to create incentives for preserving old architecturally significant homes passed. Brought by Malakoff and supported by preservationists, the changes allow less lot coverage when building a new home for property owners who want to demolish homes built before 1942 and deemed architecturally significant.
- A citywide ban on polystyrene products (Styrofoam) received final approval Wednesday. Stores and restaurants will be banned from using polystyrene, with few exceptions. The city will reach out to businesses to explain the new prohibition through March. A warning period will ensue, then full enforcement with fines will begin in a year. The item was proposed by Grieco.
- Plans for an accessible beach and wellness center at Allison Park are moving forward. The park project was spearheaded by Sabrina Cohen, whose foundation supports adaptive fitness programs and research to help those living with paralysis. Commissioners gave their blessing for the planning process to continue after seeing concepts for the park.

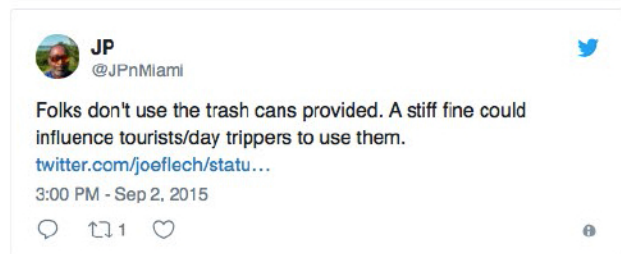
They said it

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WE ARE A VISITOR-FRIENDLY CITY. I THINK THESE MEASURES ARE DRACONIAN.

Commissioner Joy Malakoff, on proposed criminalization of littering

You said it



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Residents Say Proposed Beach Litter Ordinance Needs an Overhaul

JAN 5, 2016 | FEATURED | 0 COMMENTS



Residents want a local ordinance to restrict debris left on beaches overnight, such as tents.

It sounds so simple. If you bring a tent or a chair, a surfboard or a towel, a sandwich or a soda to the beach, you should pack up the equipment, the wrapper or

the can and bring it back to the car or to the trash before heading home.

And yet, what many people believe to be basic beachgoer protocol is not always followed and discussion about how to remove debris from the sandy shores of Amelia Island so that turtles can nest and shore birds can roam without human impediment has become an on-going debate between private property rights and public interest.

Local residents are calling for change. They say they are tired of stubbing

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toes on rusty tent poles buried in the sand and the distress of watching turtles turn away from their nest and head back to the sea after bumping into debris.

Tourism Director Gil Langley chaired Tuesday his third public meeting on beach litter. (He also said that he has fielded many phone calls and emails about the issue and that may be why representatives from the resorts, including the Omni and Ritz, did not attend the public meetings.) This time, he delivered the first draft of a proposed ordinance written by the county attorney to regulate obstructions and unattended personal property. The result was, well, no sunny day at the beach.

The crowd (guesstimate: 30 people) was largely dissatisfied with the five-page document. There were several questions dealing with definitions. Among them:

What's a beach? What time is sunset? Where's the mean tide line? What's a dune? What does it mean to store items in a neat and orderly manner?

Here's how local realtor Betsie Huber read the proposed ordinance:

"I feel like we're giving people permission to leave stuff on the beach," said Ms. Huber, who thought the solution could be summed up in a few words:

"You take it in, you take it out."

Ms. Huber suggested that officials talk to local turtle experts and she wanted to know if any more funds from the bed tax collection (\$4 per night, per room on overnight accommodations on Amelia Island – about \$4.3 million collected in 2015, said Mr. Langley) could be re-allocated to beach debris clean-up.

"You know, you know, you know (beachgoers are) not going to do it themselves," said Ms. Huber.

Amelia Island resident Joe Palmer questioned the location of the high water mark.

"It's not static. It varies," said Mr. Palmer.

Mr. Palmer also reached for the heart of the issue when he asked why state

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laws about dimming lights on the beach during nesting season do not intrude on private property rights but taking unattended beach property does.

“How do you quantify that?” said Mr. Palmer.

Long-time Fernandina Beach resident Brian McCarthy said that stores selling “cheap throwaway” tents make the decision to walk away from the equipment at the end of a beach day easy. Mr. McCarthy also took issue with tourism photos of pristine beaches.

“How do you airbrush your photographs?” said Mr. McCarthy, who also wanted to know:

“How do you police this? Why are we accommodating this?”

City resident Mary Duffy questioned a section in the document about timing. According to the ordinance, beachgoers can keep items on the sand each day until one hour after sundown.

“Why an hour after sunset?” said Ms. Duffy.

Nassau County Attorney Michael Mullin said that he spoke with officials at seven counties around the state with local beach litter ordinances and the extra hour was included at their recommendation.

Amelia Island resident Becky White said that the ordinance’s reference to having items “stacked neatly” would not protect wildlife. Fernandina Beach resident Jennifer Schriver (who recently ran a close campaign to join the city commission) agreed.

“While they might be neat, they are an obstacle,” said Ms. Schriver.

Ms. Schriver said she found and stepped on rusty tent poles while walking on the beach with her children.

“Safety is the biggest issue,” said Ms. Schriver. “And the ecosystem.”

Ms. Schriver also said that the proposed ordinance requires a significant overhaul.

“There is a better solution than what we have here right now,” she said.

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Local resident Amy Tompkins stepped to the podium with Ms. Schriver and asked if the ordinance could include reference to staying 25 ft. away from nesting shore birds. There was also discussion about holes in the ground. Turtles can fall in and get stuck.

"Any ideas?" said Mr. Mullin.

"Just mentioning it we think is important," said Ms. Tompkins.

Local property owner Michael Leary, who lives in Chester, Florida, criticized signage posted about two years ago to "Leave No Footprints" at the beach. It was a catchy slogan and pretty sign. But:

"It was an absolute failure," said Mr. Leary.

Fernandina Beach resident Julie Ferreira suggested creating a booklet for tourists about the importance of turtles.

"That clearly states that we're a turtle friendly community," said Ms. Ferreira. "We need to do all we can so turtles can continue to exist."

One resident turned out to discuss private property rights. Randolph Wells said he puts up tents on his beachfront property and that the tents are continually taken down. There was also discussion that the ordinance calls for "penalty" by county's Code Enforcement department and not the county sheriff.

In comments to discuss his research on crafting the draft ordinance, Mr. Mullin gave a short PowerPoint presentation. One slide was loaded up with regulations from several other counties. Another slide had a few words that addressed the issues meat and potatoes. That slide said – in this order:

Private property rights.

Public interest.

"This does not address what some people want," said Mr. Mullin. "This is not the end of the process, we just have to start somewhere."

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Note Mr. Mullin said that the ordinance must be approved by the County

Commission but is not scheduled to be presented to the board. No further meetings to discuss the beach litter ordinance were scheduled.

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EDITORIAL EDITORIALS OPINION

Half a billion plastic straws are used and discarded every day. What an unacceptable waste



By THE TIMES EDITORIAL BOARD JAN 16, 2018 | 4:00 AM



Feedback



Colorful straws on the bar counter at a restaurant in Los Angeles on June 28, 2015. (Los Angeles Times)



Every day Americans use — and almost immediately discard — up to half a billion plastic beverage straws. At least, that's the figure widely used by environmental activists to explain why people should embrace going straw-less.

It's not clear where that number came from, but it seems credible considering how many takeout sodas, frappuccinos, smoothies, cold-press juices, boba teas and other beverages Americans buy every day, most of which are accompanied by a complimentary plastic straw. Lately, even some sit-down restaurants have taken to serving the obligatory glass of water with a straw already in place, as if humans haven't been expertly consuming liquid from containers using only their lips for millennia.

The realization that disposable plastic waste is piling up in landfills and leaching into the environment has fueled a nascent straws-on-request movement around the country, and it's gaining traction in California. Having won the battle to curb the use of disposable plastic bags statewide, environmentalists are now pushing California cities to require restaurants and other food services to keep their plastic straws to themselves unless a customer asks for one. Davis and San Luis Obispo passed straw restrictions last year. Officials in the San Diego County beach town of Encinitas and in Berkeley are currently considering taking straw-reduction action as well. Other coastal cities will likely follow their lead.

Even if a stray straw doesn't find its way into the orifice of a sea animal, plastic doesn't biodegrade like organic matter.

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Oh great, you may be thinking, another convenience that California wants to ban like plastic grocery bags and polystyrene takeout containers. And why pick on straws, which are so puny? Surely they aren't as much of a problem as plastic bottles.

Actually, they are. More than three-quarters of the plastic water bottles used by Californians are recycled, thanks to a state law that puts a bounty on each container. There's no similar payoff for turning over plastic straws, which are typically dumped in the trash along with

the cup and lid they came with.

These diminutive sticks of hollow plastic that we use for a few minutes then toss, maybe in a trash can and maybe in the street, are adding substantially to the tons of plastic waste discharged into the ocean and lakes every year. Plastic straws are commonly found during beach clean-ups, which is a good indicator of their presence in the ocean. Why is that bad? If you can stomach it, check out this video of marine biologists removing a plastic straw lodged deeply in the nose of an endangered sea turtle. Warning: it contains profanity. (Not from the turtle.) It's horrifying to know that one errant straw can do such damage when you can enjoy that frosty cola just as easily without it. Even if a stray straw doesn't find its way into the orifice of a sea animal, plastic doesn't biodegrade like organic matter but breaks down into smaller and smaller pieces that clog the ocean and get consumed by marine life.

So yes, little straws are a big problem. But getting a handle on them may not require something as drastic as a ban. A straws-on-request policy, which would be easy for restaurants to adopt, could make an immediate difference. Not only would it save food service providers a few bucks on overhead (bulk straws may be inexpensive, but they're not free), it would convey a potent message to customers about the little plastic tube's environmental cost they may not have previously considered.

Here's another, potentially powerful argument in favor of straws-on-request policies: Some dermatologists believe repetitive sucking may cause or exacerbate wrinkles on the lips or around the mouth. Environmentalists should add that to their talking points. Vanity can be a powerful motivator.

A number of California restaurants have already adopted straws-on-request policies, and good for them. Government-mandated bans and restrictions on consumer products ought to be a last resort, but they could and should be deployed when other conservation efforts have failed. It would be great if the food and beverage industry saw the wisdom in voluntarily curbing the use of single-use plastic straws rather than waiting for a government crackdown.

Then we can start talking about detachable plastic bottle caps and disposable plastic drink lids.

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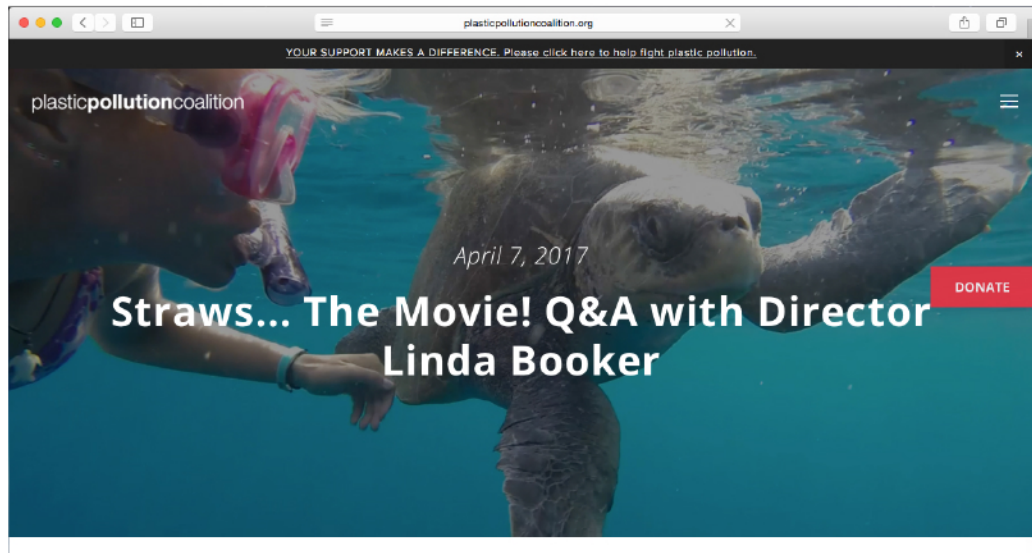


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Environment, Ocean

Each day in the U.S., humans use an astounding 500,000,000 plastic straws. A new short film **STRAWS** has set out to entertain, educate, and inspire action against this plastic pollution. With a colorful straw history animation and segments narrated by Oscar winner Tim Robbins, the film shows how individuals, groups, and business-owners around the globe are reducing plastic straw use through awareness, outreach, policy, and non-plastic alternatives. We sat down with STRAWS director Linda Booker to hear more about the story behind the film.

As a documentary filmmaker what drew you to the topic of plastic straws?

The idea for STRAWS came from Steve Shor, a film producer and film festival programmer who I've worked with at Sonoma International Film Festival. Steve has a good eye for environmental documentaries so I paid attention to this idea. Once I started researching the topic, I was embarrassed that it never occurred to me something as small as a plastic straw could be a huge contributor to plastic litter and what we now know is a threat to marine life.

In your interviews with **Jackie Nuñez of The Last Plastic Straw**, what surprised you most about the problem of plastic straws?

The vast majority of plastic straws are non-recyclable because there's no way to know what plastic they are made of. Add that to the complexity of the terms "compostable" "biodegradable" and "recyclable" and the challenges waste management and restaurants face when navigating the products with that labeling. So many businesses and consumers are trying to do the right thing by buying these kind of "eco" products but there's very little education about how these break down or that unless compostable plastic products are going to a high-heat facility, it's pretty much the same afterlife of a regular plastic item.



The film delves into the story behind the **viral video of turtle** who had the plastic straw stuck in its nose. In your view, what is the most compelling part of that story?

For starters there's the story of the video going viral and the resulting impact that compelled people to stop using plastic straws or started talking to restaurants about them. It's also the catalyst for many groups, organizations, and school kids to go further and start no plastic straw pledges and campaigns.

We now know that more than 50 percent of sea turtles have ingested plastic, and Dr. Nichols, a sea turtle biologist interviewed in the film, estimates that every sea turtle in the world will encounter plastic during its lifetime.

Unfortunately, as Christina Figgner who filmed that video says, there are some viewers who are just fascinated by the suffering of an animal and oddity of the circumstance. I'm hoping some of those people will see STRAWS and connect the dots that this was an example of how one plastic straw can hurt marine life and the larger problems of marine life eating plastic and the enormity of its impact in our environment and oceans.

What message do you hope viewers will take away from the film?

Hopefully, they'll never use a plastic straw again! Or at least try hard not to. Beyond that I hope they will think about the other single use plastic items they could change their habits around and consumption of.

As a filmmaker who's doing the producing, interviewing, and editing, I make a lot of decisions that could affect what viewers think about afterwards. I hope to leave people entertained and informed. I like to add a little humor and tried not to be too heavy handed in the messaging. I'm grateful to all the people I interviewed for this film who address the plastic in oceans issue with a good balance of compassion, reality and hope.

What was the audience's response to the STRAWS premiere?

I think some were surprised to see the information presented in the film and many were motivated to act. I've already had some viewers say this film changed their life, which is the most amazing and rewarding words for a filmmaker to hear.

How can readers watch STRAWS?

We just had our film festival premiere in Sonoma, California, at the end of March and are currently [screening at other film festivals and special events around the USA](#). I'm already getting inquiries from all over the world from people wanting to use STRAWS in their schools and communities which is very exciting. I hope to make the film available as soon as possible with the help of a distributor as well as develop an impact campaign that will include a screening tool kit for educators, businesses, and organizations wanting to use STRAWS for awareness and action.

What can readers and business/restaurants do today to stop pollution from single-use items like plastic straws?

Eliminating or using less plastic straws is an easy and feasible change that people and businesses can make that can help the plastic pollution issue and even save a business money. The restaurant and hotel industry people in our film all agree, most customers react positively and it can be a step towards other sustainable practices.

For a Business:

- Offer straws by request only whether plastic or paper or any other kind.
- Switch to using a truly biodegradable straw like paper or other 100 percent plant material or sustainable straws such as glass, steel, or bamboo

For Readers:

- When ordering your beverage just politely say to the server "No straw please" if they use plastic straws.
- If you like to use straws consider buying and bringing your own sustainable versions. Many come with brushes to clean them and there are straw sleeves available to protect them
- Talk to the restaurants, cafes and establishments you go to and ask them to offer straws by request only and consider using paper or other types of straws instead of plastic. [You can even leave this card with the bill.](#)

For All

- If you do use plastic straws, please make sure to dispose in garbage bins - not recycle bins or compost bins (unless your city collects for a high heat compost facility.) Help pick up straw and other plastic litter around your place of business, neighborhood, participate in beach and lake shore clean-ups. 80 percent of the plastic in oceans is coming from inland sources down through watersheds, so no matter where you live, every clean-up effort makes a difference.

[Take the pledge to refuse plastic straws.](#)

See also: [The Problem of Plastic Straws \(And How Each of Us Can Make a Difference\)](#)

Tagged: [plastic straws](#), [plastic-free living](#), [plastic pollution](#)

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Majority Leader Calderon Introduces Straws-Upon-Request Legislation



🕒 Thursday, January 18, 2018

Sacramento, CA – Majority Leader Ian Calderon (D-Whittier) introduced Assembly Bill 1884 this week, a measure that calls upon dine-in restaurants to have a straws-upon-request policy.

"We need to create awareness around the issue of one-time use plastic straws and its detrimental effects on our landfills, waterways, and oceans," stated Majority Leader Calderon. "AB 1884 is not ban on plastic straws. It is a small step towards curbing our reliance on these convenience products, which will hopefully contribute to a change in consumer attitudes and usage."

Plastic is a material that lasts forever, yet 33 percent of all plastics are used just once and thrown away. Only 9% of all plastics are recycled, but due to their small size and lack of a resin code, no straws are ever recycled. After their one-time use, non-biodegradable plastic straws often end up in our oceans and waterways where they break down into smaller, micro-size pieces that are discarded into our environment. They are oftentimes mistaken as food by marine life.

An estimated 500 million straws are used in the United States every day. This number is enough to fill over 127 school buses each day and is calculated to be about 1.6 straws per person in the U.S. In a summary of all trash collected as part of California's Coastal Cleanup Day between 1989 and 2014, straws and stirrers rank as the 6th most common item collected. AB 1884 is a step toward lowering these alarming figures and is a simple way for consumers to change their plastic use behavior.

###

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- Consider providing paper straws.
- List on your menu:
"Straws available upon Request"
- Let Staff and Patrons know that you are part of the global movement to eliminate single use plastic waste and helping to save the planet One Sip at a Time!

INFORMATION+RESOURCES AT: thelastplasticstraw.org



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By Kristin Falzon

Sep. 16, 2016 12:59PM EST

Politics →



France Becomes First Country to Ban Plastic Silverware, Plates and Cups

France is taking another big step towards being more environmentally conscious by implementing a controversial new law that will **ban plastic** cutlery, plates and cups.

The measure was part of the [Energy Transition For Green Growth](#) bill that was passed in 2015 and went into effect last month. But producers of disposal plates, cups and cutlery [will have until 2020](#) to make sure their products are made with biologically sourced materials and can be composted.

The ban was initially proposed by the Europe Ecology-Greens Party to help cut the energy used in making plastic in addition to the waste it creates. While the move is sure to please environmentalists, opponents argue that product bans hurt consumers.

Pack2Go Europe Secretary General Eamonn Bates **told The Associated Press** the company is urging the European Union to take legal action against France for violating the European Union's rules on free movement of goods.

He also argued that there is no proof the ban would be beneficial to the environment adding that it "will be understood by consumers to mean that it is OK to leave this packaging behind in the countryside after use because it's easily bio-degradable in nature. That's nonsense! It may even make the litter problem worse."

France enacted laws requiring supermarkets to donate unsold food to charity in February and banned single-use plastic bags in July.



EcoWatch
@EcoWatch



San Diego Bans Plastic Bags - EcoWatch ow.ly/YNvT302rgO5
@Plastic_Bag_Ban @SaveOurShores

4:50 PM - Jul 20, 2016



San Diego Bans Plastic Bags

The San Diego City Council voted Tuesday to ban single-use plastic bags at grocery stores, pharmacies and corner markets. The goal of ecowatch.com

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India just banned all forms of disposable plastic in its capital

National tribunal prohibits use of cutlery, bags and other plastic items amid concern over pollution of the sea and air

Ian Johnston Environment Correspondent | @montaukian | Wednesday 25 January 2017 13:32 GMT | 21 comments



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Waste collector Saudagar Mukherjee and his daughter Madhuri collect recyclable material at the Ghazipur landfill in New Delhi Reuters

India's capital city Delhi has introduced a ban on disposable plastic.

Cutlery, bags, cups and other forms of single-use plastic were prohibited by the National Green Tribunal (NGT).

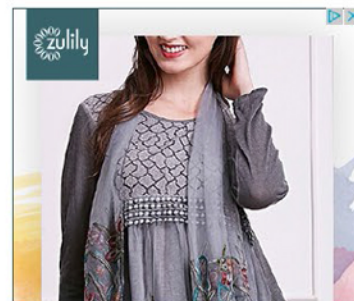
There is particular concern in the country about the amount of plastic waste it produces. According to the *Times of India*, it is one of the top four polluters in the world.

The ban affects the whole National Capital Territory (NCT) area of Delhi.

It was introduced after complaints about the illegal mass burning of plastic and other waste at three local rubbish dumps, which has been blamed for causing air pollution. The sites are supposed to operate as waste-to-energy plants.

READ MORE

- How not recycling plastic is damaging our oceans
- Government considering plastic bottle tax to tackle waste
- The US state that banned banning plastic bags
- Sea birds' taste for plastic traced to 'compound smell'



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The Tribunal said in a statement: "Each of these sites is a depiction of the mess that can be created for environment and health of people of Delhi.

"We direct that use of disposable plastic is prohibited in entire NCT of Delhi.

"The Delhi government shall take steps for storage and use of plastic materials."

The ban came into force at the start of this month.

"All the corporations ... and other public authorities, including NCT of Delhi, are directed to take immediate steps for reduction and utilisation of dumped waste," the Tribunal added.



READ MORE

How I tried, and failed, to live a month without throwaway plastic

After Theresa May visited India in November last year, analysts commissioned by Greenpeace calculated the air pollution was so bad it **probably had slightly shortened her lifespan**.

She was exposed to air that was 36 times more toxic than in London during the three-day trade mission to Delhi.

This article has been corrected to remove the suggestion that India is responsible for 60 per cent of the plastic waste dumped in the oceans ●

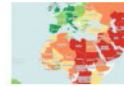
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Philippines to be the next cleanest countries in the world. No Littering Violators to be arrested

27 June 2016 by pinoytrending

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Jovylyn Modesto

about 2 years ago



Nakakatuwa. Ang ganda lang na ng Baclaran. Malinis na. Ilang metro lang yung pagitan may mga basurahan ka ng agad na makikita.



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Different cities in the Philippines is now preparing for the upcoming Duterte administration.

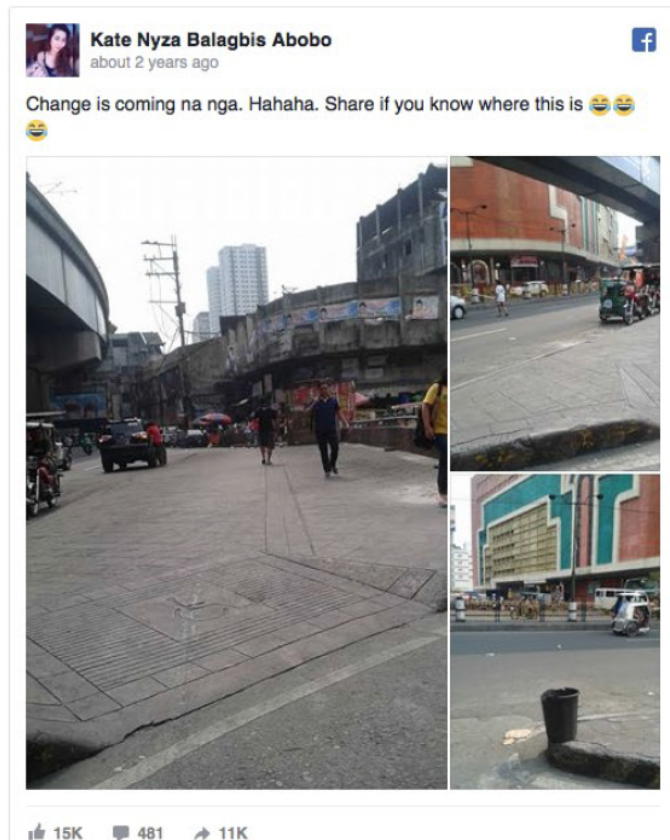
Netizens noticed that laws are now implemented very well in different places in Metro Manila.

One of the example is the shocking change happened in Baclaran, Paranaque City, in the past the place is known for being dirty and full of trash because of many no littering violators, but today people who will violate the no littering law will be arrested and can face 500 pesos fine.

The illegal vendors, illegal parkers and some establishment was also removed so the road will become more spacious.

Netizens are very happy that many places in NCR who used to be full of trash is now very clean.

Supporters of Rody Duterte are hoping that they will continue implementing laws so the Philippines will become one of the cleanest places in the world someday.



Netizens are now also confident to use their smartphones in Recto Manila and show that the street once swarmed by robbers, snatchers and trash is now changing slowly.



News



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Thailand bans smoking and littering on dozens of its beaches which are hugely popular with tourists

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- Law spans 15 provinces along the Andaman coast and the Gulf of Thailand
- Anyone who wants to smoke must now do so in designated areas
- People caught smoking or dropping litter face fines, imprisonment or both
- Thailand hopes to welcome a record 37.55 million tourists in 2018

By ALASTAIR TANCRED FOR MAILONLINE

PUBLISHED: 04:26 EST, 1 February 2018 | UPDATED: 06:05 EST, 1 February 2018

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Thailand has banned smoking and litter-dropping at 24 beachside locations that are popular with tourists, its environment ministry has said.

'Starting today, smoking and cigarette-butt littering are prohibited on beach areas,' Director at the Office of Marine and Coastal Resources Management Bannaruk Sermthong told Reuters.

'Anyone who wants to smoke must do so in designated smoking areas, not on the beaches.'



Thailand has a reputation for having some of the most beautiful beaches in the world. Pictured: Kata Beach in Phuket



The country has 357 beaches nationwide and environmentalists have been lobbying the government to protect them from the evils of litter and cigarette butts

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The beaches protected by the law span 15 provinces located along the Andaman coast and the Gulf of Thailand.

Anyone who violates it will be taken to a criminal court and could face up to one year in jail, or a fine of up to \$3,190 - or both.

Thailand has 357 beaches nationwide.

The South-east Asian country has been a tourist magnet for decades, from its backpacker heyday in the early 1990s to its current popularity with tourists from mainland China. It expects to welcome a record 37.55 million tourists in 2018.

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Environmental rights groups have urged successive governments to protect Thailand's palm-fringed beaches, which are frequently voted among the world's most beautiful, from unregulated development and littering.

A survey of litter-dropping last year at Patong beach, Phuket - visited by millions of foreign tourists each year - found an average there were about 100,000 cigarette butts for every 1.5 miles-long stretch of sand.

The survey was conducted by the department of marine and coastal resources, which described butts as a 'serious problem' accounting for a third of rubbish collected by the department.



© Bloomberg via Getty Images

The law protects 24 beaches in 15 provinces located along the Andaman coast and the Gulf of Thailand



© LightRocket via Getty Images

The South-east Asian country has been a tourist magnet for decades

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LIVING

Takeout food is creating a trash epidemic

By Maria Lamagna, Marketwatch

January 16, 2018 | 8:55pm | Updated



Getty Images/iStockphoto

ORIGINALLY PUBLISHED BY:

MarketWatch

Why 2018 could be the year
underpaid employees have
had enough

Taking your meal to go has some serious consequences.

McDonald's **announced Tuesday** that by 2025 it will make 100 percent of its packaging for customers' food from "renewable, recycled, or certified sources" in an effort to reduce waste. "Certified sources" refers to materials that come from natural sources where no deforestation occurs.

Already, McDonald's had set a goal that, by 2020, all of its fiber-based packaging would come from recycled or certified sources.

"We have a responsibility to use our scale for good to make changes that will have a meaningful impact

**CVS joins the backlash
against airbrushing**

across the globe,” said Francesca DeBiase, McDonald’s chief supply chain and sustainability officer, in a statement.

**Too many hours of TV may
lead kids to binge on more
junk food**

McDonald’s has more than 37,000 locations in more than 100 countries. It is the **world’s largest restaurant chain**, by revenue.

The company in 2015 announced it **would use only cage-free eggs by 2025**, and in 2016 said it would eliminate artificial preservatives from items, including Chicken McNuggets.

American consumers have a long way to go to reduce the impact food and packaging has on the environment. The US has one of the **lowest recycling rates of any developed nation**, according to the Natural Resources Defense Council, a nonprofit based in New York.

Food waste and packaging are particularly a problem. Food, plus packaging — some, though not all, of which is used to contain food — make up about **45 percent of all the materials in US landfills**, according to the Environmental Protection Agency. And that all adds up: Americans throw out about \$165 billion worth of food every year, **according to NRDC**.

The NRDC, working with a corporate-responsibility organization called As You Sow, analyzed 47 fast-food and quick-service companies in 2016 and found that most “fail to fully account” for the environmental impact of their packaging.

Two restaurants had already taken action: Starbucks and Pret a Manger, the report noted. At the time of the report, Starbucks had made recycling bins available for customers across all of its restaurants, and Pret a Manger had recycling and composting bins at its US locations.

Recycling can make an impact, but there’s a massive amount of work to be done. Currently, less than 14 percent of plastic packaging is recycled, and single-use food and beverage packaging is one of the largest sources of the 269,000 tons of plastic pollution in the oceans, the NRDC said. That waste also costs companies. The recyclable materials that get thrown away in the US every year **are worth more than \$11 billion**.

In addition to companies’ efforts, like those of McDonald’s, **consumers should become familiar with recycling rules** in their local communities because laws vary between cities and states, said Darby Hoover, a senior resource specialist at NRDC, in a statement. They can also purchase products that come in recycled packaging when possible, she said.

FILED UNDER **FAST FOOD, FOOD, MCDONALD’S, WASTE MANAGEMENT**

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- ★ Children must be accompanied by an adult.
- ★ Bottles and breakable wares should not be brought near the shore or swimming areas.
- ★ Firearms and other deadly weapons are not allowed inside the premises.
- ★ Guests are prohibited from bringing in portable LPG burners, digging fire pits and setting up tents on the sand.
- ★ Pets must be on a leash throughout your stay. Please clean up after your pets.
- ★ Do not leave your personal belongings unattended. Management will not be responsible for loss or damage to items.
- ★ To maintain cleanliness of the surroundings, please properly dispose of trash and cigarette butts.
- ★ For rentals, guests will be asked to leave one valid ID upon pick up of item/s. IDs will be given back upon return of the item/s.
- ★ Please help us protect our fragile beaches. Leave shells and corals where you find them.
- ★ Fishing is not allowed in the area. No nudity please.
- ★ Playing of loud music is discouraged.
- ★ Please smoke in designated areas only.

Camayan Beach Resort and Hotel reserves the right to refuse entry or service to guests who do not abide by the Resort's rules and regulations.

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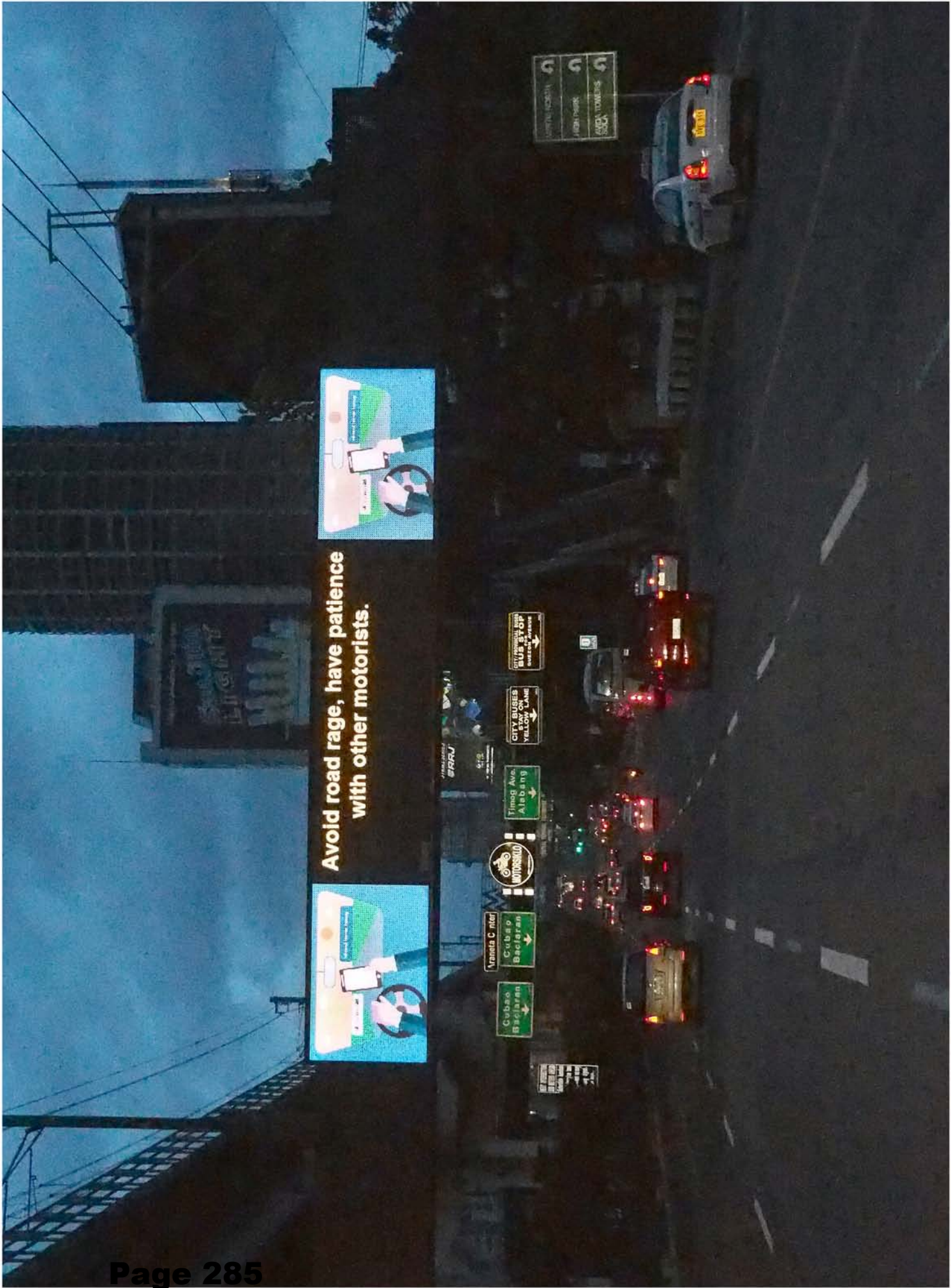
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with other motorists.



The New York Times

PURSUIITS | SUSTAINABLE TOURISM

Where Sustainable Travel Is Headed in 2017

By Shivani Vora

Jan. 6, 2017



The Reef in Anguilla is a solar operation.

Sustainable tourism — bringing global awareness to travel and putting it into action — is a top priority for the United Nations this year. The organization has designated 2017 as the International Year of Sustainable

Tourism for Development

(<http://www2.unwto.org/tourism4development2017>).

There were nearly 1.2 billion international travelers in 2015, up from 674 million in 2000, according to the United Nations. The latest figure represents nearly one out of seven people in the world and is expected to grow to 1.8 billion people by 2030.

This rapid increase of tourists is exactly why sustainable tourism needs attention now, said Taleb Rifai, the secretary general of the World Tourism Organization (<http://www2.unwto.org/en>), the United Nations agency overseeing the initiative. “The impact of tourism on the world can be negative or positive, and our goal is to see to it that the travel industry is a force for good,” he said.

According to the U.N.W.T.O., sustainable tourism has three guiding principles for hotels, tour operators, airlines and cruises (as well as destinations and tourists): environmentally friendly practices like minimizing the use of plastic; protecting natural and cultural heritage (think rain forests and historic sites); and supporting local communities by employing local staff, buying local products and engaging in charity work.

Granted, these aren’t novel ideas, but they are ever-evolving. Here is a snapshot of where sustainable travel stands today and what’s in store for it in the coming year.

The Mainstreaming of Sustainability

Travel experts say that sustainable travel is still a niche movement. “Some travel companies try to be sustainable, while others ignore the idea, and from the traveler side, demand and awareness is soft,” said Randy Durband,

the chief executive of the Global Sustainable Tourism Council (<https://www.gstcouncil.org/en/>), a nonprofit accreditation group for sustainable travel based in Washington.

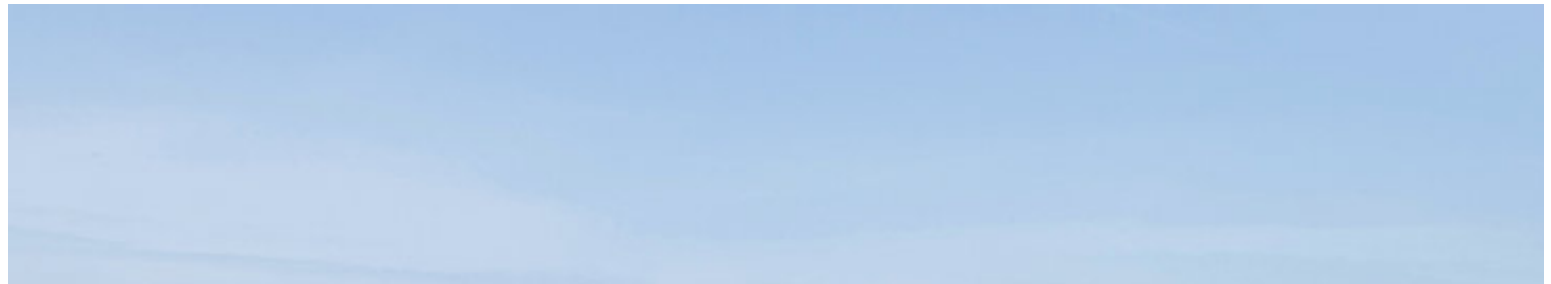
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(<https://www.nytimes.com/subscription/multiproduct/lp8HYKU.html?optly45>)

To his point, Booking.com (<http://www.booking.com/>), which describes itself as the world's largest travel hotel booking site with a database of around a million properties, conducted a global survey last March of 10,000 travelers and found only 42 percent of those questioned considered themselves to be sustainable travelers. Sixty-five percent said they hadn't stayed or didn't know if they had stayed in eco-friendly accommodations. In another survey the company conducted last year of about 5,700 hotels, only around 25 percent reported that they had sustainable travel initiatives in place.

Nevertheless, the travel industry and travelers have made significant progress, Costas Christ, the director of sustainability for the luxury travel network Virtuoso (<https://www.virtuoso.com/>), said. "Back in the '60s and '70s, going green and caring about local cultures was thought of as being very granola," he said, "But there is much more familiarity and interest around these topics today."





Peregrine Adventures, shown cruising Croatia, also has carbon-offset itineraries.
Peregrine Adventures

Cruise Ships Get On Board

Cruise lines have lagged behind hotels and airlines when it comes to sustainable travel, Mr. Durband said, but lately that's changed, with several cruise companies stepping up their efforts.

Royal Caribbean (<https://www.royalcaribbean.com/>), for example, has a new partnership with the World Wildlife Fund (<http://www.worldwildlife.org/>) to help with ocean conservation. For starters, the company will reduce the carbon emissions from its ships by using scrubbers, machines that eliminate nearly all of the environmentally harmful sulfur dioxide from a ship's exhaust system.

Also, said Rob Zeiger, a Royal Caribbean spokesman, by the end of 2020, its fleet of 44 ships will use seafood only from fisheries and farms certified as sustainable and won't serve overfished species like swordfish. And most of the ships being built for the line will be powered entirely by natural gas and generate electricity through fuel cells, which produce minimal air pollution.

Smaller cruise companies, too, are getting into sustainability. Peregrine Adventures (<http://www.peregrineadventures.com/en-us>) is introducing 10 carbon-offset itineraries in 2017, and the riverboat brand Uniworld Boutique River Cruise Collection (<https://www.uniworld.com/en/>) is now working with the social enterprise ME to WE (<https://www.metowe.com/>) to offer guests the opportunity to volunteer, including one in Rajasthan, India, where they help build a new classroom at a village school.

Airline Incentive: Cost

Airlines are in the midst of a big push to reduce their use of fossil fuels, said Martha Honey, the executive director of the Center for Responsible Travel (<http://www.responsibletravel.org/>), or Crest, a Washington-based nonprofit that promotes sustainable travel. "These fuels are harmful to the environment and expensive, and the more airlines use, the more it costs them," she said.

According to the Air Transport Action Group (<http://www.atag.org/>), a nonprofit that represents the air industry, fuel accounted for one-third of operating costs in 2015.

Last October, 191 countries reached a landmark agreement at the International Civil Aviation Organization (<http://www.icao.int/Pages/default.aspx>) meeting in Montreal to help aviation achieve carbon neutral growth starting in 2021.

Qantas (<http://www.qantas.com/us/en.html>), Lufthansa (http://www.lufthansa.com/us/en/Homepage?WT.srch=1&WT.mc_id=SEABRAND_US_en&subID=1304910559082337465) American Airlines (<https://www.aa.com/homePage.do>) and JetBlue (http://www2.jetblue.com/?source=gsnc_jet_blue&placement=none&sc=PPC&viq=940069164&gclid=CjwKEAiA7ejCBRDlp8uF6ezPnjoSJAAPED7MVZ3dUk7VHyOVsW9-GLqk4YQZSzab-JY7GClRjntidxoCPWfw_wcB#/) are among the carriers making sizable investments in aircraft that burn less fuel and are therefore most cost-efficient. Lufthansa has ordered 116 new Airbus planes that are 15 percent more fuel efficient than comparable models. Five of the planes are already in the sky, according to Christina Semmel, a Lufthansa spokeswoman.

JetBlue made news last year with its purchase of 330,000 million gallons of biofuel — fuel that is made from organic matter including agricultural products and significantly reduces greenhouse gas emissions. It will start using it in 2019. “Our initial commitment is to use the fuel in New York City-area airports, and we plan to use it in all of our aircraft,” Sophia Mendelsohn, JetBlue’s head of sustainability, said.





Intrepid Travel offers a carbon-offset tour of Myanmar.

Eco-Friendly Tours Are Increasing

According to Ms. Honey of Crest, “There are a growing number of tour operators today that are committed to running socially and environmentally responsible trips.”

Intrepid Travel (<http://www.intrepidtravel.com/us>), for example, now offers more than 1,000 group tours a year that are fully carbon neutral, according to Michael Sadowski, a spokesman — up from around 900 last year. The company uses local transportation and locally owned

accommodations and donates money to carbon offset programs. In 2017, Intrepid will offer 65 new carbon offset tours, including a 15-day trip of Myanmar's cultural highlights.

Luxury tour operators like Remote Lands (<http://remotelands.com/>), Butterfield & Robinson (<http://www.butterfield.com/>) and Abercrombie & Kent (<https://www.abercrombiekent.com/>) are also incorporating sustainability on select trips. Abercrombie & Kent has a new 11-day Iceland itinerary this year, which includes accommodations in an eco-friendly hotel, a tour of Hellisheidi Power Plant, one of the largest geothermal (http://topics.nytimes.com/top/news/science/topics/geothermal_power/index.html?inline=nyt-classifier) power plants in the world, and a visit to a sustainable geothermal greenhouse.

More Hotels Green Up

Efforts by hotels to go green have been fairly modest: reusing towels and sheets and installing low-flow shower heads, for example. But a growing number of properties are making sustainability their main attraction. "When it came to hotels, sustainability was once associated with eco-resorts or African safari camps, where they've been working to protect local wildlife for years," Albert Herrera, the senior vice president of Global Product Partnerships for Virtuoso, said. "But today, it's become the defining element of both trendy urban properties and stylish beach resorts."

More than a dozen such hotels are scheduled to open this year, according to Mr. Herrera, including the February debut of 1 Hotel Brooklyn Bridge (https://1hotels.com/brooklyn_bridge) in Brooklyn Heights, N.Y., the third location for Barry Sternlicht's sustainably focused brand. The 194-room hotel will incorporate native greenery and reclaimed materials in its décor,

including walnut from the Brooklyn Botanic Garden, and offer electric car (http://topics.nytimes.com/top/reference/timestopics/subjects/e/electric_vehicles/in&inline=nyt-classifier) service from Tesla.

Also new is the Reef by CuisinArt (<http://www.thereefbycuisinart.com/>), a beachfront property in Anguilla powered by a solar generation system that saves 1.2 million pounds of carbon dioxide emissions a year and creates potable solar water for guests and the island's residents.

And in Africa, there's a sustainable camp, Bisate Lodge (<http://www.wilderness-safaris.com/camps/bisate-lodge>), opening in June that's newsworthy because of its location in Rwanda next to Volcanoes National Park, known for mountain gorillas. The lodge's parent company, Wilderness Safaris (<http://www.wilderness-safaris.com/>), is reforesting more than 66 acres of habitat of the critically endangered gorillas, hiring mostly local employees and selling only locally produced items in its gift shop.

(https://www.facebook.com/dialog/feed?app_id=9869919170&link=https%3A%2F%2Fwww.nytimes.com%2F2017%2F01%2F06%2Fsustainable-travel-is-headed-in-2017.html&smid=fb-share&name=Where%20Sustainable%20Travel%20Is%20Headed%20in%202017&redirect=https://twitter.com/intent/tweet?url=https%3A%2F%2Fwww.nytimes.com%2F2017%2F01%2F06%2Ftravel%2Fwhere-sustainable-travel-is-headed-in-2017.html&text=Where%20Sustainable%20Travel%20Is%20Headed%20in%202017)
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Hotel Sustainability: Why Hotels Should Go Green



By [Camilla Hallstrom](#) on 17 January 2017 In [Blog](#)



Green travel is on the rise: this year, the number of travelers who want eco-friendly travel options is projected to [grow by 36% compared to 2016](#). At the same time, travelers interested in ecological travel experiences is projected to grow by 39%.

This trend is not limited to the travel industry. Consumers are switching from meat and unhealthy foods to [greener](#) and [healthier alternatives](#). They're [opting to bike](#) to work instead of driving a car and concerns for the environment are on the rise.

As a professional in the hospitality industry, hotel sustainability is an issue you should pay

attention to. Making greener choices for your hotel will save you money, but the real benefit is in meeting customer demand.

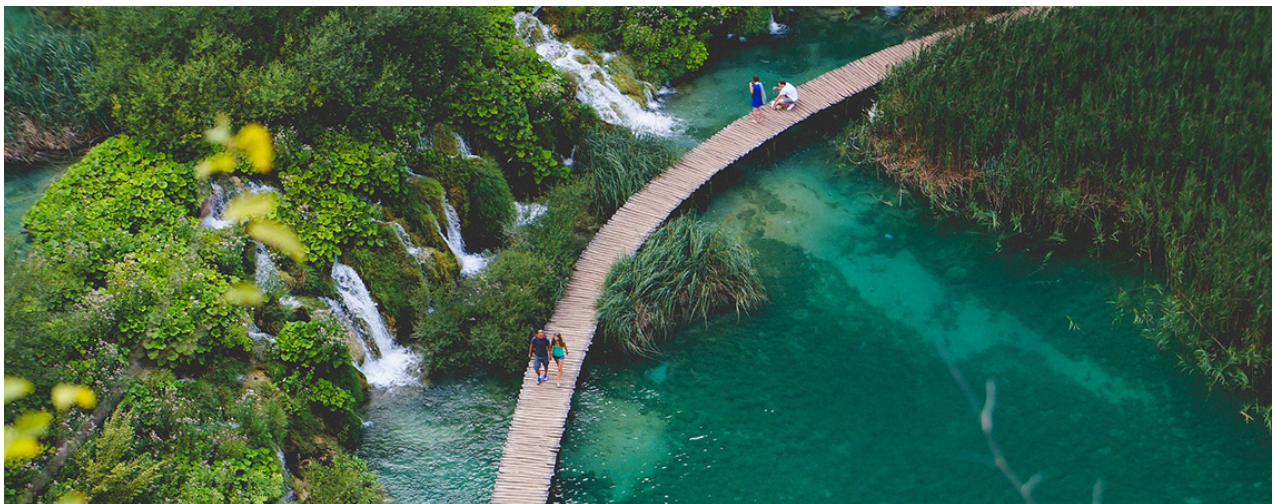
Intrigued? Read on to learn exactly why hotels should go green and how your hotel can benefit from this.

Who values sustainability?

First things first:

You'll want to make sure green travel is in your hotel's best interest. Is it just a niche, a hazy trend, or are customer preferences actually changing?

It might have begun as a smaller niche in the travel industry, but demand for eco traveling is growing among consumers. Undoubtedly, concern for global warming is an important factor. But, other factors play an important role, such as urbanization and differences in how generations perceive the world.



Differences between generations

All generations are interested in eco traveling to some extent.

However, there are differences between how generations value green travel. Both Baby boomers (born between 1946-1964) and Generation X (born between 1961-1981) are environmentally conscious (44% of Baby Boomers and 42% of Generation X [call themselves 'environmentalists'](#)). Right now, Baby boomers are the backbone of the travel industry, and Generation X has time and money to spend on traveling. Naturally, those are important consumer groups for your hotel.

Sustainability is set to become an even more important issue when Millennials (born between 1981-2001), the biggest generation, have settled down. Millennials are well informed and they value sustainable consumption. 66% say they are willing to pay more for services by companies

that are committed to creating a [positive environmental impact](#).

Changes in consumer preferences

You know all too well how the travel industry has changed after companies like Couchsurfing and AirBnB entered the markets.

These changes go hand in hand with generational shifts and digitalization. Sustainability is a core question for businesses like AirBnB and Couchsurfing. For example, [one of Couchsurfing's core values](#) is "Leave It Better Than You Found It" and AirBnB [talks about the importance of sustainability](#) on its website.

The thing is, you can cater to those same customers. With eco-friendly offers, you tap into their preferences.



Urbanization

The world's cities are growing rapidly and more than [54% of the world's population lives in urban areas](#). Sustainable travel offers experiences in nature for city dwellers and, most importantly, in a clean environment.

Business travelers

Not only consumers are interested in more conscious traveling. More and more business travelers opt to keep conferences and meetings in eco-friendly venues. For example, businesses' environmental policies might mean that they seek out the most environmentally friendly alternative.

According to a [survey from 2010](#), 51% of businesses hold meetings in environmentally friendly locations. JW Marriott Denver says that [75% of businesses ask about green initiatives](#) when they decide on the venue.

How does hotel sustainability benefit your hotel?

Now you have an overview of where the travel industry is heading and how traveler preferences mean you might want to consider going green. But, what direct benefits are there? Let's find out!

Lower costs for your hotel

Sustainable hospitality requires hotels to reduce their consumption of resources like energy and water. Naturally, this tends to lower costs for hotels. For example, Holiday Inn in Vancouver, Canada, was able to reduce [28% of its energy consumption](#) after installing an energy management system.

Being a market leader

While more and more hotels opt to go green, there's still time for you to become a market leader in your own hotel niche. For example, if your hotel is located in the countryside, you might be alone in your efforts to create a sustainable experience for your guests.

Not only do you tap into the growing demand for greener alternatives, you also get a competitive advantage. By positioning yourself as the green alternative, your hotel can take advantage of this for years to come.

Customer loyalty

According to a study published in Harvard Business Review, [64% of consumers](#) say that their loyalty to a brand depends on shared values with the business. If you incorporate sustainable values as a core part of your brand, you can use this to win loyal customers who come back for more and refer your hotel to their friends.

Brand awareness

Going green can significantly boost brand awareness. Green travel goes hand in hand with various awards and recognitions. And you know who pays attention to those types of awards? Business travelers who have their own environmental policies. By the way, [here's how you can show off your green awards in your hotel media kit](#).

Corporate Social Responsibility and risk management

Last but not least, you might apply corporate social responsibility (CSR) in day-to-day business. If not, you can still use these principles for your hotel. In fact, you benefit from it- [a 2011 study by Harvard Business School](#) showed that businesses with environmental, social, and governance policies outperformed those that didn't have such policies in the 1990s.

Plus, with CSR you manage risks that can affect your hotel. As a hotel, you want to minimize the risk for things like water pollution. And, if you're in the hospitality industry for the long run, you'll

want to ensure that the environment that surrounds your hotel is preserved for future generations of travelers.



Conclusion: Why sustainability is so important

That's it! You now know why hotels should go green.

To recap, hotel sustainability is on the rise thanks to changing customer preferences, demographics, and more. Green travel benefits hotels in several different ways; from saved costs to gaining competitive advantages and risk management.

But, [how do you make your hotel go green?](#) And what, exactly, does it mean?

Stay tuned for [the next post](#), where you'll learn all about how your hotel can cater to green travelers!

Camilla Hallstrom is a freelance writer based in Berlin, Germany. Camilla is a contributor to publications such as The Huffington Post and Elite Daily. Say hi on Twitter: @c_hallstrom.



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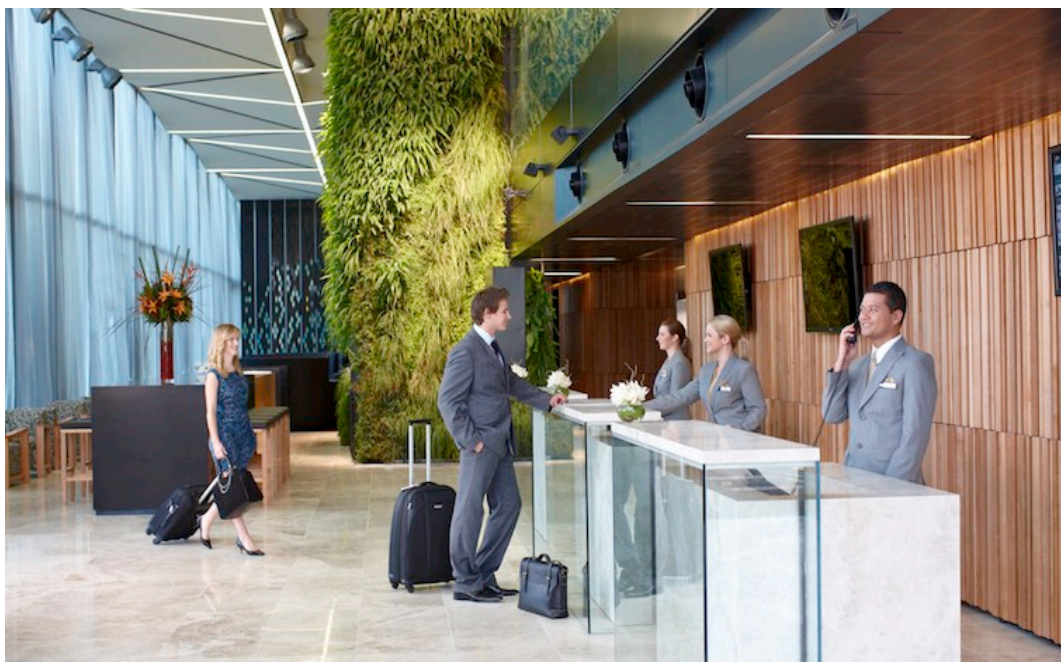


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Hotels start to take sustainability seriously



Willow Aliento | 3 August 2017

Some of the biggest operators in the hotel sector are getting serious about sustainability, not only because it can save serious money, but because it's proving a magnet for green-minded guests.

This year has been declared International Year of Sustainable Tourism for Development by the United Nations. The UN's World Tourism Organization estimates that tourism is responsible for about five per cent of global CO2 emissions, with accommodation accounting for 20 per cent of those emissions due to requirements for heating, lighting, airconditioning, and the operation of bars, restaurants and

pools.

Some companies in the sector are already ahead in the game, including Accor, Marriot and Intercontinental.

Accor's Planet 21 approach

Since 2011, AccorHotels globally has had a strategy in place called Planet 21, which focuses on corporate social responsibility across people and planet.

One of its goals is to achieve carbon neutral buildings.

In 2016 the group cut energy consumption by 2.4 per cent and carbon emissions by three per cent – even though demand for airconditioning and heating increased by four per cent due to adverse global weather conditions.

In Australia, its hotels – which include Sofitel, Grand Mercure, Novotel, Mercure and ibis – have been embracing solar, with more than two megawatts of solar installed on hotels around the country during 2016.

It is also about to open a new hotel, Sofitel Darling Harbour, at the new International Convention Centre precinct in October this year. As well as being located in the 4 Star Green Star – Communities rated precinct, the hotel development is targeting a 6 Star Green Star Design & As Built rating.

The group undertook research with customers last year, and found that guests were looking for sustainable hotels. Key areas they see as important in their own lives that are reflected in the group's own strategies are better management of waste, reducing energy consumption and an appetite for local, "wholesome" products.

The group has placed an emphasis on local food production, with a target of 1000 edible gardens worldwide by 2020. Already some of the Australian properties have established garden-to-plate operations. The Sebel Kirkton Park Hunter Valley, for example, is sourcing up to 30 per cent of the menu from its 70 acres of grounds, which include a vegetable garden and cattle and pigs managed by a local farmer.

It has also cut food waste by more than 30 per cent across all its Australian hotels.

According to its 2016 Corporate Responsibility Report, low carbon transport is also on the menu, with

nine of the group's hotels in Australia now having electric vehicle charge points installed, and more expected.

Other initiatives include the use of eco-labelled cleaning products, working with suppliers to drive ethical and eco procurement, and a strong focus on workplace wellbeing and diversity.

Marriot Group

Global giant Marriot Group, which operates brands including Sheraton Hotels, is also on the journey.

It has committed to working towards 17 of the UN Sustainable Development Goals, and put a number of strategies in place across both properties and people. Earlier this year it was named one of the world's most ethical companies by the Ethisphere Institute.

By 2015 it had 142 buildings either registered for LEED Certification or already certified. More than 275 electric vehicle charging stations have been installed, including one at the Melbourne Marriot.

The company participated in 2016 CDP reporting, achieving a Band C Performance grade.

It has a goal of reducing energy use across its portfolio by 20 per cent by 2020. In its [2016 Sustainability Report](#), it showed a three per cent reduction in energy use over the past 12 months across its Asia-Pacific properties, including Australia.

Many of its hotels report on carbon footprint, energy consumption, water usage and waste generation for both room bookings and event bookings through the Carbon Accounting Company's [Green Hotels Global](#) tool and environmental performance database.

Information on the performance of properties is made available free of charge to corporate travel organisers and events planners.

It is information they are increasingly seeking. For example, the [Global Business Travel Association](#) now has a standardised request for proposal that includes metrics such as carbon footprint, water usage per room and sustainability features such as bike racks and the use of eco cleaning practices.

But very few get NABERS ratings

For all the focus hospitality operators are placing on reducing energy use as part of their CSR

strategy, there are currently only five published NABERS ratings for hotels in Australia.

They are Crowne Plaza Canberra, the Duxton Hotel in Perth, Amora Hotel in Sydney, Quality Hotel Downtowner on Lygon in Melbourne and Accor's Novotel Sydney Central.

Intercontinental gets it too

Crowne Plaza is operated by InterContinental Hotels Group, which also operates hotels under its own brand name in Australia.

IHG has its own toolkit, [Green Engage](#), which it is rolling out across all its brands.

These set greenhouse gas reduction and water use reduction targets. Overall, the group aims to reduce the carbon footprint of each occupied room by 12 per cent by 2017 from the 2013 baseline.

To date, it estimates hotels using the toolkit have saved the group close to \$85 million.

Mulpha-owned InterContinental Sydney [won the Green Hotelier Award](#) for Asia Pacific in 2016.

Using the Green Engage program, it undertook a suite of sustainability upgrades that have resulted in savings of \$500,000 a year on energy and \$150,000 on water. In volume terms, energy use was cut by almost 50 per cent, and gas and water by about 30 per cent.

Sub-meters were installed to monitor energy and water use, and waste audits undertaken.

A Building Management System has been put in place, two high efficiency chillers installed along with variable speed drives, a total LED retrofit undertaken, and voltage stabilisation and power factor correction technology put in place.

The push and the pull of it all

The big driver for the sector is not so much the individual green traveller.

"Corporate clients are definitely influencers, because they're having to report their own emissions and carbon footprint and demand the information from hotels; but it is investors and markets that are the strongest drivers," Siobhan O'Neill, editor of Green Hotelier, a program of the International Tourism Partnership, told [The Hotel Conversation](#).

STYLE

South



Soneva Jani, a resort in the Maldives, joins a string of new luxury ho

TOPIC [LUXURY HOTELS \(/MAGAZINES/STYLE/TOPICS/LUXURY-HOTELS/\)](#)

Luxury hotels go green as millennials demand sustainable travel options

The recent opening of three five-star eco-luxury resorts – Soneva Jani, Nekupe Sporting Resort & Retreat, and Alila / – is fuelling a growing trend in sustainable luxury travel

BY **DEVA LEE**

16 JUN 2017 / UPDATED ON 19 JUN 2017

You won't find imported blueberries at Benz, a famed restaurant at Thai luxury resort Soneva Kiri. The chef serves farm-to-table cuisin Thai island Ko Kood, using locally grown ingredients.

Gwyneth Paltrow told the *New York Times* that Benz was one of her favourite restaurants. "It is the most exquisite, spicy Thai food I've had," she said. "The flavours were incredible."

As an effective way to reduce carbon footprint, farm-to-table dining has, unsurprisingly, becor key feature of luxury hotels like Soneva that prioritise sustainability.



Chef Khun Benz uses local ingredients to prepare gourmet food at Soneva Kiri's famed restaurant, Benz

Sustainable luxury was long considered an oxymoron, until recent shifts in the hospitality industry responding to trends in luxury took green travel from niche to necessary.

What began with small efforts to reduce waste – such as paperless checkouts and refillable soap dispensers – evolved to include efforts that mirror the three pillars of sustainable development which are “economic, social and environmental”, according to the United Nations (UN). Considering that the UN has declared 2017 the International Year of Sustainable Tourism for Development, it's a good time for luxury hotels to get on board.

“In the past, people would say ‘If it's sustainable, it can't be luxurious’ or ‘If it's a luxury it can't be good for you’,” says Sonu Shivasani, co-founder of Soneva resorts.

“At Soneva we believe quite strongly that we're able to offer our guests luxuries while minimising our impact on the planet and enhancing their health.”

Soneva, named after founders Sonu and [Eva Shivasani](#)

<http://www.scmp.com/magazines/style/article/1412563/relax-responsibly>), is considered a pioneer in “barefoot luxury”, which values pristine environments and wide open spaces. Their newest resort, Soneva Jani, joins a string of new luxury hotels that prioritise sustainability.

Soneva Jani



“The more sustainable we are, the more luxurious we are,” Shivasani says.

Creative director of Soneva resorts blends luxury with sustainability

Guy Heywood, Asia COO for Two Roads Hospitality, agrees. “Taking an ecological approach to hospitality development, far from being a handicap, can bring its own rewards.”



Soneva Jani reinvents Bora Bora's blueprint of over-the-water villas

For sustainable luxury hotels, the rewards are imminent. Eco-conscious millennials are gaining spending power, and their values are driving trends in luxury travel.

“Millennials are twice as likely to support brands with strong management of environmental and social issues, and expect brands to not only manage their impact but communicate it,” says Diana Verde Nieto. She is co-founder and CEO of Positive Luxury, an organisation recognises “luxury lifestyle brands that not only take pride in their craftsmanship, service and design; but also care for their employee and suppliers, and work hard to protect our planet”.

This echoes Credit Suisse’s 2017 Global Investor report, which states that millennials are driving sustainable practices in various industries. “Companies must deliver good social and environmental performance and engage in sustainable practices or their future growth could be at risk,” writes research analyst Julie Saussier in the report.

Redefining luxury

A recipient of Positive Luxury’s Butterfly Mark award, Soneva hopes to anticipate the evolution of luxury itself.

Contemporary luxury, Shivdasani says, has evolved as the wealthy have. Once rural landowners who appreciated expensive possessions, the ultra-rich are now urban – and seek luxury that is an escape from polluted, connected environments.

Despite its evolution, luxury is still that which is exclusive, and by this definition, providing luxurious getaways is all the more difficult in an urbanising world, and barefoot luxury promises experiences that cities can’t.



Soneva Jani sits in the Noonuok atoll in the Medhufaru lagoon. Soneva owns five out of six islands in the atoll, and have only built on one of the islands, intending the others experiences rather than accommodation



Dining over water at Soneva Jani

Private islands are the latest item on real estate shopping lists for ultrawealthy investors

Ahead of the trend in which luxury moves toward experiences rather than possessions, they endorse a concept they call SLOW LIFE, which stands for Sustainable-Local-Organic-Wellness Learning-Inspiring-Fun-Experiences, and hold annual symposiums (<http://www.scmp.com/magazines/post-magazine/article/1373608/its-slow-time>) with leading environmentalists.



Serving water that is bottled on site, Soneva recycles about 80 per cent of its waste, with glass sent to its studio on Soneva Fushiok (also in the Maldives), where an artist in resin creates glass sculptures

Developing eco-luxury

Like Soneva, Alila Hotels & Resorts sees rare experiences as a luxury. “We are curators of experiences that are as unique as the hotel themselves,” says Doris Goh, chief marketing officer at Two Roads Hospitality Asia, Alila’s parent company.

Alila Anji



Taking a green approach to luxury, Alila puts responsibility at the core of sustainability, and aims to “be a good neighbour”, Goh says. “Being responsible means that, while we are preserving the lifestyle and the uniqueness of the destination, we must always remember that we have to minimise our impact on the environment and respect the local community.”



Alila Anji is a luxury resort in Anji, China. Anji is known as the first National Ecological County in China, and the Alila resorts are fuelling a growing trend in sustainable luxury travel.

Impact is perhaps best minimised by Alila’s newest waste policy, implemented in its Bali hotels this year. Each hotel is mandated to reach a “zero-to-landfill status”, implement a composting system and start a permaculture organic garden, from which chefs source ingredients.

Alila’s newest hotel joins a list of its existing eco-resorts. Debuting a year ago, the luxury hotel is located in Anji – which was chosen as China’s first eco-county, and a pilot for sustainable, ecological development in the nation. The county was recognised by the UN in 2017 “for turning Anji city and its environs into one of the world’s greenest cities”, the UN Habitat website states.

Alila Anji is built using wood, stone and bamboo indigenous to the area, and is designed in the likeness of a traditional Chinese village.



Alila Anji is a luxury resort in Anji, China. Anji is known as the first National Ecological County in China, and the Alila resorts are fuelling a growing trend in sustainable luxury tr

Green from the ground up

Like Soneva Jani and Alila Anji, Nekupe Sporting Resort & Retreat’s appeal is enhanced by its commitment to sustainable luxury.

Nekupe, launched in September last year, lies in the small town of Nandaime, and is 100 per cent Nicaraguan-owned. Also practising farm-to-table, Nekupe’s chefs use ingredients from its 1,208-sqauere-metre garden, or local suppliers.

Nekupe Sporting Resort & Retreat



Starting with a design that has a symbiotic relationship with its environment, Nekupe reforested 1,300 acres around its property and planted more than 14,000 indigenous trees in what is now a wildlife sanctuary.

"We wanted our clients to have very high-end luxurious accommodations that blend in with nature," Nekupe founder Alfredo Pellastol Bloomberg (<http://www.scmp.com/magazines/style/travel-food/article/2091172/ultra-exclusive-resort-nicaragua-helps-luxury-meet>)



Nekupe Sporting Resort & Retreat offers a five-star experience while supporting the American Nicaraguan Foundation



A look at the Nekupe resort from above

Ultra-exclusive resorts in Nicaragua help luxury meet philanthropy

Alila, too, is green from the foundation up. Some of Alila's resorts have been certified by EarthCheck which, according to its website, is world's leading scientific benchmarking certification and advisory group for travel and tourism". Ensuring all new resorts built are in line with EarthCheck guidelines, Alila has to meet standards in consumption, emissions, waste, community engagement and green produc



Alila Anji

When luxury meets philanthropy

Putting education and discovery at the heart of guest experience, Alila connects guests with destinations by providing local experience information. “We integrate commerce, conservation and community,” Goh says.

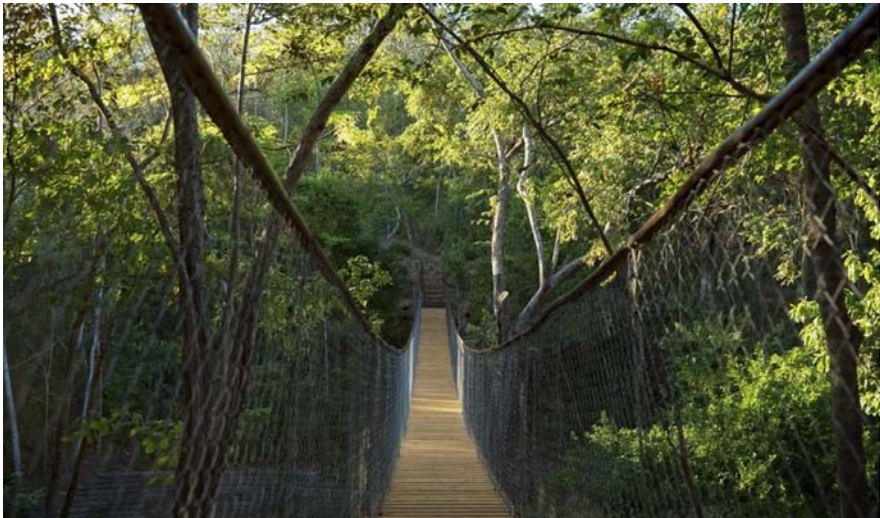
Guests can opt for “Alila Experiences” that include “Cultural Learning” (love of history and artisanship), “Conscious Living” (wellness, environs and community), and “Culinary Arts” (cooking school and food trails).



Alila Anji is built using wood, stone and bamboo indigenous to the area, and is designed in the likeness of a traditional Chinese village

In a gesture similar to Alila’s, Nekupe will be creating programmes in which guests can participate in projects funded by the American Nicaraguan Foundation (ANF).

Like Nekupe, which shares its owners with ANF, Soneva Jani supports the Soneva Foundation, of which Sonu and Eva Shivdasani are trustees. While neither resort donates money to their respective foundations, their alignment offers symbiotic support. At Soneva Jani, is possible through what Shivdasani calls “small changes to [the company’s] business model”. One such change is a two per cent carb levy, which is charged to all guests.



Visitors can explore the newly reforested 1,300-acre reserve surrounding Nekupe Sporting Resort & Retreat

Pellas aims to educate and inspire guests through exposure to ANF’s projects.

“I imagine the type of clientele that we attract are also sensitive to the things that are happening in the places that they visit,” Pellas to Bloomberg.



Apart from luxury suites, Nekupe has four villas – all with a view of the surrounding forest

Just as the foundations benefit from the resorts, these resorts attract guests seeking sustainable luxury, who in turn spur the industry

If wealthy millennials continue to favour sustainable brands, resorts would be wise to innovate in anticipation of a new generation of greener luxury travellers.

Event Planning

The Most Common Sustainability and Friendly Hotel Initiatives

10 "Green" Hotel Initiatives Every Event Planner Should Know About

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Chefs in a hotel kitchen. Brent Winebrenner/Getty Images

By Rob Hard
Updated November 20, 2016

As environmental concerns and the popularity of eco-friendly practices like [green meetings](#) continue to increase, it’s important for meeting and event planners to continually expand their own knowledge of sustainability, particularly as it relates to the venues, vendors, and the work of other event services professionals. One such topic is that of eco-friendly or "green" hotel initiatives. Many hotels, from the more budget-friendly to the more luxurious, are taking steps

to make their practices and business more sustainable.

Understanding these green hotel initiatives can offer event planners more to consider when selecting hotels for their client's programs whether as a venue for the event itself or as the choice for overnight accommodations for out-of-town guests.

Introduction to Sustainable Hotel Practices

[Vail Resorts](#) which includes RockResorts, for instance, has undertaken a grand commitment to decrease its environmental footprint and increase the sustainability of

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the services they offer. Just a few years ago, RockResorts, along with its director of environmental affairs decided upon ten initiatives to adopt within Vail Resorts' hotels and properties as their sustainable practices starting point. These ten initiatives have since become the norm for hotels looking to offer more sustainable services.

1. Hotel Energy Conservation

From central operations such as boilers to lighting systems, kitchen equipment, and automated energy management systems, hotels globally are working to reduce energy use while sustaining - and whenever possible enhancing - the guest experience.

2. Hotel Water Conservation

Within guest rooms, laundries, kitchens, pools and spas, hotels continue to phase inefficiencies that reduce water and, in many cases, chemicals that are used to treat water systems and clean facilities. Efforts include the linen and towel reuse programs that are now an industry standard to the installation of low-flow faucets, showerheads, and other fixtures.

3. Hotel Recycling and Waste Reduction

With the limited exception for domestic hotels, [recycling](#) programs for the basics such as newspapers and beverage containers are becoming a basic expectation. In combination with the recycling efforts, hotels are looking for opportunities to reduce the use of paper and other disposables. Hotels and resorts that can go beyond to implement food waste composting programs can demonstrate waste diverted from the landfill upwards of 40-50%.

4. Hotel Bath Amenities

Many hotels are making a statement by offering guests custom formulated amenities. Resort companies such as RockResorts have taken it one step further with an all-natural, essential oil-based custom formulated product made without preservatives and artificial ingredients that is packaged in recyclable containers. Other midrange hotel brands are experimenting with bulk dispenser presentations.

5. Hotel Room Keys

Contemporary plastic key cards are made from PVC (polyvinyl chloride) based plastic which is part of a highly toxic manufacturing process. Many hotel companies are shifting to card options made from paper, wood, and bioplastic that are better for the environment but equally as durable.

6. Hotel Cleaning Products

Recognizing the importance of safer products for guests and employees as well as the natural environment, many hotels have shifted to cleaning products that are made with bio-based oils and other natural cleaners.

By making the switch, they are reducing the use of products with chlorine bleach and petrochemical derivatives. These more natural products have demonstrated performance and are less irritating to guests, employees, and the environment.

7. Hotel Food Preparation

Integrating local products and using fresh, seasonal produce and other ingredients is emerging as a significant focus of hotel food and beverage programs. A shift to more sustainable and healthier cuisine offers travelers unique opportunities to experience a greater connection to the locations they are visiting in a more sustainable way.

8. Hotel Bottled Water Alternatives

In support of waste reduction and a higher quality experience, many hotels are moving away from bottled water as the standard and offering unique hydration options for meeting attendees and independent travelers.

Look for conveniently located filtered water dispensers, complimentary refillable bottles, and other options designed to offer guests convenient and palatable alternatives to water in plastic bottles.

9. Hotel Menu Selection

Hotels and resorts are integrating more and more selections in menus of all types that integrate organic produce, hormone free meats and dairy, and other natural products that offer guests healthier food selections.

10. Hotel Spas

A growing trend with all types of spas is the integration of treatments that feature local and indigenous ingredients as well as natural and organic products. Similarly, unique brand and resort signature treatments are emerging to truly offer guests a special connection to the destination.

The Bottom Line

From property-wide initiatives to guest rooms, food, and beverage or spas, [event planners](#) should be asking their hotels about what specific efforts are being made to be more sustainable in order to make more informed choices.

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SUSTAINABILITY

Staying Green: Hotels Step Up Their Sustainability Initiatives





Credit: Alan Levine/Flickr

Dear EarthTalk: In recent years the hotel industry began to "green up" operations, but has it yet gone beyond leaving out little cards to encourage you to reuse your towels and

linens?— *Mason Singer, St. Louis*

Some hotels and hotel chains take sustainability more seriously than others, but the industry as a whole has certainly become greener in recent years. Those little cards may seem like token environmentalism, but they can actually result in significant water, waste and cost reductions. The website Economically Sound reports that a 150-room hotel can conserve 72,000 gallons of water and 480 gallons of laundry soap every year by placing the cards in its guest rooms. The Marriott chain reported saving as much as 17 percent in hot water and sewer costs at its hotels thanks to implementation of its Linen Reuse Program.

While many hotels and chains print up their own cards, thousands more purchase them from the Green Hotels Association, a non-profit launched two decades ago to bring together hotels around the U.S. and elsewhere that share a commitment to the environment and sustainable use of natural resources. The organization's Catalog of Environmental Products for the Lodging Industry contains a wide range of environmentally friendly energy- and water-saving products. For example, 500 laminated copies of the group's best selling card (asking guests to consider not having sheets changed every day) costs hoteliers just \$200. Another example is the toilet tank fill diverter, which saves about 3/4 of a gallon of water per flush while remaining invisible to guests. The little gadgets cost hotels around \$1 and as such pay for themselves in no time thanks to reduced water bills. The catalog also features dispensers that eliminate the waste of stocking every bathroom with soap bars and little bottles of hair and skin care products.

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Another group promoting a greener hospitality industry is the World Travel & Tourism Council (WTTC), which works to improve the quality of tourism around the world. Under its Environment Initiative, WTTC aims to solidify a global vision on how the tourism industry can foster sustainable development. It has been especially pro-active around the mitigation of carbon emissions and last year, along with the International Tourism Partnership (ITP) and 12 major hotel chains including Hilton, Hyatt, Marriott and Starwood, launched the Hotel Carbon Measurement Initiative, which aims to help hotels reduce, measure and communicate their carbon footprints. This is particularly relevant, says WTTC, for hotels' corporate clients who want to quantify the carbon footprints of their hotel stays, meetings and events.

Another positive trend is the Four Seasons' 10 Million Trees Initiative. The hotel chain is celebrating its 50th anniversary by planting 10 million trees across the 34 countries in which it operates with the hope that the effort will help combat deforestation and global warming and attract more customers concerned about the state of the planet.

Beyond what the major chains are doing, eco lodges run by or in partnership with native people or tribes have popped up all over the tropics and beyond; examples include Guludo Beach Lodge in Mozambique, Africa and Posada Amazonas in the Peruvian Amazon. Staying at such a place is a good way to ensure that locals can benefit from tourism and not be tempted to pillage their region's natural resource base.

CONTACTS: Economically Sound, www.economicallysound.com; Green Hotels Association, www.greenhotels.com; WTTC, www.wttc.org; ITP, www.tourismpartnership.org.

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Sustainable tourism: the rise of the eco-boutique hotels

Boutique hotels are embracing the zero-carbon trend. But it's about profit as well as planet, writes **Elisabeth Braw**

Elisabeth Braw

Mon 22 Jul 2013
08.14 EDT



At the four-star Hotel Landgut Borsig in Nauen, some 40km from Berlin, guests sleep on luxury mattresses, eat gourmet meals sourced from local ingredients and can opt to relax in the sauna or attend bread-making classes. But their rooms lack mini-bars.

That's because Landgut Borsig is (almost) a zero-carbon hotel. "We produce our energy ourselves," owner and manager Michael Stober explains. "We actually produce more energy than we need. We've bought the forest surrounding the hotel as well, and it absorbs nearly all our emissions. We're adding more trees now to make us completely CO₂-neutral."

Sound more flower power than business? Think again. "Zero-carbon hotels have become a big trend in the past 10 years," reports Willy Legrand, who teaches hotel management at the International University of Applied Sciences, Bad Honnef-Bonn. "Now there are even plus-carbon hotels, which sell their surplus to others." According to Legrand, co-author of *Sustainability in the Hospitality Industry*, the main reason is skyrocketing energy costs: in

many countries, energy is now hotels' largest expense, second only to staff. In a survey conducted by Legrand, 74% of hotels reported investing in energy savings to reduce costs.

"When I started, I had no idea whether this would take off", admits Michaela Reitterer, owner and manager of Vienna's Hotel Stadthalle, the world's first CO₂-neutral city hotel when it opened in 2008. "But I'm convinced CO₂ neutrality is good business. This is a way of differentiating yourself, and it's good PR. If I just ran an ordinary three-star hotel, you'd never have called me."

Hotel chains discovered sustainability as a selling point long ago. Many display signs in their bathrooms inviting guests to help preserve the environment by keeping their towels for more than one day. "But the big chains are not serious about sustainability", claims Frank Naumann, whose company, Dibella, supplies hotels with organic bed linen and towels, made from organic cotton and manufactured by adult workers who are paid proper wages. "Keeping your towels a day longer is not going to make a big difference, but the big chains are not willing to pay more for organic textiles."

Instead it's boutique hotels like the Stadthalle that are driving the new zero-carbon, super-sustainability trend. Among the standard offerings: organic bedsheets and towels, toilets that only use rain water, and food items with labels that trace ingredients back to a specific field. Some, like Landgut Borsig, even feature mattresses made from natural ingredients such as cocoa fibre, natural rubber and horsehair. "We supply and purify our own water, we use solar panels, solar cells and thermal heat, and serve smaller portions so as to reduce food waste", reports Anders Törnroth, sales director at Sweden's zero-carbon Sånka-Säby hotel and conference centre. "And we offset our guests' and employees' CO₂ emissions getting here."

"There's no doubt that current best practices are in small hotels," explains Legrand, who also teaches at universities in Singapore and the Middle East. "That's because boutique hotels are often operated by their owners and reflect their owners' personality. Of course, they don't have the global impact that similar practices in large chains would have." Though they don't go as far as zero carbon, several chains, including InterContinental, Ritz-Carlton and Hyatt, do have serious sustainability programs.

"My wife and I run the hotel because it's our passion and yes, it's more expensive," explains Stober, who opened his hotel last year. "But we get guests who are willing to pay more, and are on track to becoming profitable by next year. Just the other day, the largest companies on the German stock exchange hosted a sustainability conference here." Sånka-Säby, says Törnroth, breaks even thanks to corporate guests "who choose us to ease their environmental conscience".

At the 80-room Hotel Stadthalle, Michaela Reitterer reports an average occupancy rate of 83%. "It's not just about being CO₂-neutral," she explains. "It's about the whole concept, and as owner you have to be willing to pay a bit more for some things. And the guests appreciate that. Sure, there are some people who don't come back because we don't have minibars or air

conditioning, but most people are fine with that." Besides, Reitterer points out, the EU's 20-20-20 binding climate change policy leaves EU businesses no choice but to cut carbon emissions.

Because traditional banks are often reluctant to give loans to businesses seen as more granola than profit machines, "sustainability banks" have entered the market. Netherlands-based Triodos Bank is now a leader in lending to super-sustainable hotels. The zero-carbon Hotel Saunders Group on the US east coast, for its part, reports saving millions on energy and other initiatives such as waterless urinals.

Last year SÅnga-Såby saw a 1.6% revenue increase; during the same time, the Swedish hotel industry shrank. "There's so much environmental consciousness nowadays," notes Törnroth. "We even get international guests who come here specifically because of our profile. Everything is pointing in the direction of serious sustainability."

Still, Legrand points out, there's no such thing as a 100% sustainable hotel. "But judging from my students, this trend will keep taking off," he predicts. "They take sustainability for granted. You don't even have to explain to them how a photovoltaic panel works."

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Sustainable Luxe: 5 Hotels Doing it Right

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At these dreamy destinations, luxury goes hand in hand with the three pillars of sustainability.



By **Annie Fitzsimmons**

Smart travelers now expect some elements of sustainability when they travel—and welcome it when it goes beyond picking up towels and reusable soap containers. As Keith Bellows, former editor in chief of *National Geographic Traveler*, told me, sustainability is about preserving and protecting the places we love the most. If you frame it that way, travelers respond.

However, dream vacations must remain dreamy, and sustainability practices (a buzzed-about trend at the recent [International Luxury Travel Market](#) in Cannes) need to enhance the bottom line of a business, rather than detract from profits.

The United Nations declared 2017 the [Year of Sustainability](#), recognizing sustainable tourism as a key factor in helping communities develop around the world. The three pillars of sustainable tourism are economic (such as primarily hiring local staff), social (such as protecting rich cultural heritage), and environmental (such as recycling and using lake or ocean water to heat and cool properties).

Here are five hotels and brands doing it right, aimed at all three pillars.

THE BRANDO

A pioneer in the world of luxury travel, [The Brando](#), located on the private island of Tetiaroa in French Polynesia, was inspired by former owner Marlon Brando's original vision—its core mission is sustainable tourism. It is close to self-sustainable, or carbon neutral, and is [LEED platinum certified](#), the highest level of certification.



Guests can enjoy a wood shielded spa at The Brando resort on Tetiaroa island in French Polynesia.

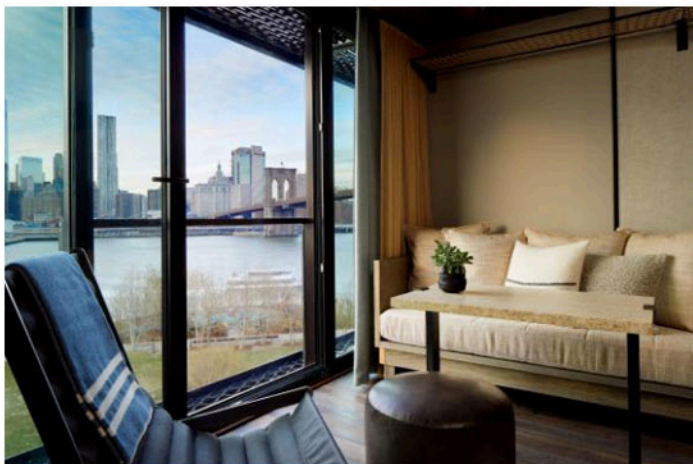
PHOTOGRAPH COURTESY THE BRANDO

The property has achieved extraordinary results. All energy is renewable, and produced by the South Pacific sunshine and a biofuel power station fueled by coconut oil. A special SWAC (seawater air conditioning) system harnesses deep, cold ocean water and pipes it to land to convert it for use at the hotel. Rainwater is collected from roofs to supply all toilets, as well as for laundry service. Guests are encouraged to take part in educational tours on ecotechnology, but also Polynesian culture, animal life, and coral reefs in the area.

“Not only does sustainable tourism make good business sense, it is good for the health of the planet,” says general manager Silvio Bion. The Brando is a member of [National Geographic Unique Lodges of the World](#).

1 HOTELS

Opening February 16, [1 Brooklyn Bridge](#) is the most talked about hotel in New York City these days and the flagship property for the 1 Hotels brand. Developed with the idea that “those that travel the world also care about it,” the property has cinematic views of the Brooklyn Bridge and lower Manhattan, a rooftop pool and bar, and a restaurant offering clean, healthy options.



A guest room at 1 Hotel Brooklyn Bridge features a sweeping view of the hotel's namesake.

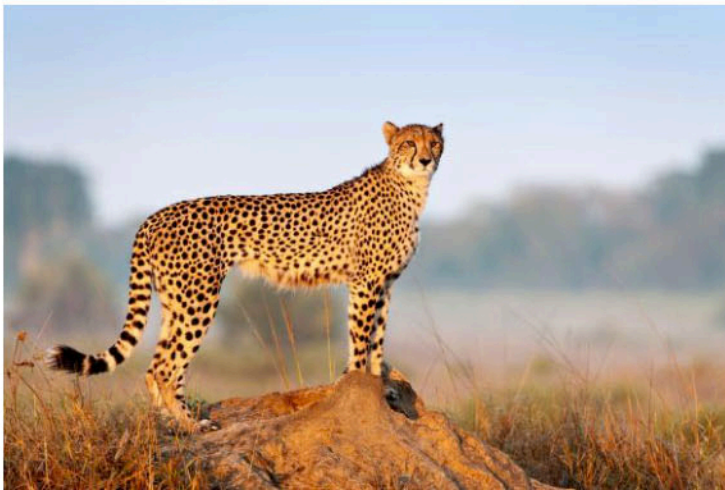
PHOTOGRAPH COURTESY JAMES BAIGRIE, 1 HOTEL BROOKLYN BRIDGE

A rainwater tank built beneath the hotel will help irrigate Brooklyn Bridge Park during the city's blazing summer months. Most of the hotel's furniture and interior was designed using local and reclaimed materials, like walnut from the Brooklyn Botanical Gardens. Native plants will adorn the public and outdoor spaces.

The hotel joins sister properties in Central Park and South Beach; three new sustainable properties are in the works.

&BEYOND

&Beyond, a pillar of sustainable tourism in Africa, has 29 lodges across the continent. Ryan Hilton, a safari specialist and co-owner of Admiral Travel, points out that they operate in some of Africa's most iconic safari locations, with very productive wildlife areas. "They are the ones who set the bar—care for the land, wildlife, and the people," he says. "They have proven that the modern safari can be sustainable for long into the future."



A cheetah looks out over the Phinda private game reserve in Kwazulu Natal, South Africa.

PHOTOGRAPH BY ANN AND STEVE TOON, ALAMY STOCK PHOTO

&Beyond Phinda Private Game Reserve in South Africa shows huge commitment to best practices. Energy use is reduced through efficient air conditioning and hot water systems, and water is bottled onsite in glass bottles. They offer education, health care, and orphan support to the local community.

The company has invested heavily in Rhinos Without Borders, helping to relocate threatened rhinos from South Africa to Botswana. They have provided access to water for 56,000 people in local communities, 30 food gardens, and six commercial farms throughout Africa.

And they continue to innovate. "Creative new designs like Sandibe in the Okavango Delta in Botswana will keep &Beyond relevant for a long time to come," says Hilton.

TED TURNER EXPEDITIONS

Billionaire Ted Turner is the second largest landowner in America, a passionate environmentalist credited with helping to save American bison, among many other powerhouse actions. In 1997, he gave \$1 billion to support U.N. programs.



The Costilla Lodge at Vermejo Park Ranch is one of Ted Turner's three ranches in New Mexico.

IMAGE COURTESY TED TURNER EXPEDITIONS

Now travelers can get an inside look at his personal property via the recently launched Ted Turner Expeditions, three vast New Mexico ecotourism ranches where guests can explore rare species and untouched land. Visitors can choose from Vermejo Park Ranch, a 585,000-acre wildlife wonderland; Sierra Grande Lodge and Spa, offering holistic treatments and day tours; and Ladder Ranch, which has a wide range of ecosystems thriving over 156,000 acres.

SIX SENSES

Six Senses is devoted to sustainability in its hotels, resorts, and spas. A Sustainability Fund at every resort uses portions of revenue to support local charities and community projects. No plastic bottles are used, and all water is bottled onsite.



Enjoy stunning ocean views at By The Beach restaurant at the Six Senses Con Dao in Vietnam.

PHOTOGRAPH COURTESY CAT VINTON, SIX SENSES

Specifically, [Six Senses Con Dao](#) and [Six Senses Ninh Van Bay](#) in Vietnam showcase admirable commitment. Con Dao has partnered with the nearby national park to protect and advance a severely damaged coral reef system—a move great for the environment and for guests who want to enjoy it and help. They also operate a [turtle sanctuary](#). Con Dao supports a pre-kindergarten program, and a filtration system provides clean water for students.

At Ninh Van Bay, the hotel is devoted to their [Coral Project](#), protecting a nearby reef and providing education on marine life, while guests experience fantastic swimming and snorkeling. Employment opportunities are offered first to those living in the area, and several programs provide purified water to the community, with more to come via new stainless steel water tanks.

Correction: Seamus Mullen was misidentified as a chef at 1 Hotel. The new head chef has not yet been confirmed.

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INSPIRATION > SUSTAINABILITY

The 5 Best Sustainable Hotel Brands

BY MISTY FOSTER, CONTRIBUTOR | Updated 11/30/17

SHARE PIN EMAIL

01 of 06 The Best Sustainable Hotel Brands



That feeling of joy you get when you stride through the lobby of a sleek hotel is incomparable. It's welcoming, exciting and intriguing. What will your time in the hotel hold? Will it be full of adventure or a restorative get-away? Whether you spend your time getting pampered at a top-notch spa, or you use your room solely as a place to rest your head, a good hotel can create a lasting impact on your time in a destination.

Hotels that leave a positive, lasting impression is always something to celebrate. Finding a hotel that combines personal satisfaction with a positive social and environmental impact, is another experience altogether.

The United Nations World Tourism Organization recently declared 2017 the year of sustainable travel. With that in mind, hotels are looking to the future to integrate high-touch experiences with meaningful initiatives in the public sector. From urban gardening to eco-architecture and design, the hospitality industry is amping up efforts to create a more sustainable world. Here are our favorite sustainable hotel brands and how they are helping to shape industry standards.

1 Hotels



Visit the [1 Hotels](#) website and you'll immediately see their commitment to the environment. On the homepage, an aerial view video sweeps you into a dreamy nature setting and sets the tone of what you are about to experience: nature. It's the theme of their brand and it seeps over into every aspect of a guest's stay in one of their sexy hotels. The hotels are thoughtfully designed with reclaimed wood, natural light, hemp mattresses and live green moments. They believe that the future of the world and the future of hospitality are one in the same and can be a catalyst for change. While they currently only have locations in NYC, Brooklyn, and Miami, they are quickly expanding and are poised to be a global brand worth noting.



When you think of [Hyatt](#), you may not immediately associate them with sustainability, but you'd be doing them a disservice. Hyatt has a 57% overall [CSR rating](#) for their initiatives, which is quite impressive for such a large conglomerate. They also have a [2020 Environmental Sustainability Strategy](#) focusing on stewardship, waste and water reduction and stakeholder engagement. In addition to their environmental commitment, they boast an admirable corporate responsibility program called, [Hyatt Thrive](#). Through partnerships, reports, and employee development, they are holding themselves accountable to the high standards set forth by the industry. They encourage employees to volunteer in the community and are directly tied to several community service organizations. The future of Hyatt is one emboldened by responsible business, environmental and community ingenuity.

Accor Hotels



[Fairmont](#), [Swissotel](#) and [Raffles](#) recently joined the [Accor Hotel](#) family. What makes this especially exciting, beyond the amazing hospitality offered, is [Accor's Planet 21 programme](#). Fairmont has long been a leader in [sustainable offerings](#) and as they continue to integrate with Accor, it will likely roll up into the Planet 21 programme. According to their website, "The Planet 21 programme demonstrates the Group's ambitious goals for 2020, based around four strategic priorities: work with its employees, involve its customers, innovate with its partners and work with local communities. Two key issues to tackle will be food and buildings." How this translates currently is by contributing to the fight against child sex-slavery, the implementation of eco-certified products and design; and by offering sustainably sourced food in their hotel restaurants. One of their most iconic hotels, The [Pullman Auckland Airport](#) has a plant wall in the lobby and is actively working on ways to combat food waste.



All-inclusive resorts are notorious culprits for creating waste. [Sandos](#) is out to change the game for those who want the all-inclusive experience and desire to leave a smaller environmental footprint. Their vision is “To be leaders in all-inclusive resorts that are differentiated, innovative and sustainable”. How are they accomplishing that? By working directly with their suppliers and employees to promote sustainability. Within the company, they have a culture of education and social responsibility and focus on “conservation of historic, natural and cultural heritage and encourage community development.” In addition, they are committed to keeping their hiring process local and being mindful of gender and minority discrimination. [Sandos Caracol Eco Resort](#) is an eco-focused resort located in the center of a lush jungle atmosphere in Riviera Maya, Mexico. The resort continues to promote sustainable practices and embraces its natural environment by offering many eco-friendly tours and activities every day through their [Xcalacoco Experience](#). Here are just a few of the initiatives launched by Sandos Caracol in order to uphold its sustainability goals:

- 1) Onsite recycling, water conservation, and electrical energy programs
- 2) Sandos Eco Club - a multidisciplinary working group implementing environmental practices within their hotels. Est. 2009
- 3) “Green” guest rooms that have been remodeled rooms into “green” rooms by using certified materials, LED lighting, a system for recycling gray and soapy water, and they no longer use natural gas to heat water. With those changes, they have reduced CO₂ emissions by 70%.
- 4) Interactive Reforestation Program
- 5) Onsite herb garden and nursery
- 6) Onsite reproduction programs for endangered species.



[Kimpton](#) puts the fun back in funky! They are often touted as the “best-loved boutique” hotels in the U.S. Not only are their locations full of unique design and ambiance, they were founded on the ideal that social and environmental responsibility begins with the employees. [The Kimpton Cares](#) program runs on the idea that these values are part of the hotels DNA. Being certified by the Green-Key Eco-Rating program is only one example of what makes them a stand-out. A significant step they have taken to creating a better world is their celebration of diversity. They support the LGBT community through the [Trevor Project](#) and empower women through [Dress for Success](#). The Kimpton line shines with their social responsibility.

The hotel industry is fast-paced and ever-changing. By choosing to book a stay at a hotel that promotes sustainability, you are actively helping shape the standards of the future. We recommend you do your research and seek companies whose values match yours.

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SUSTAINABILITY AND COMMUNITY INVESTMENT

At COMO Hotels and Resorts, we act as custodians, rather than managers, of each destination. We recognise the privileges and responsibilities of being part of the community and are committed to celebrating local culture, supporting the domestic economy, and minimising our impact on the environment. Operating sustainably inspires and drives us to better serve our guests, develop our teams and plan for the

future. These long-term goals are as important to us as creating memorable travel experiences for each of our guests.

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Destination
Stewardship

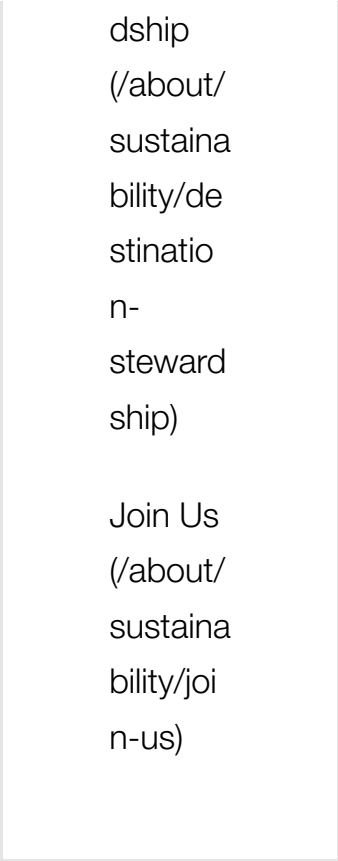
We recognise that each COMO location is unique and faces different local challenges and opportunities for sustainability. Yet, the basis for our efforts are the same -- a firm belief that we can deliver distinct, memorable experiences for our guests while operating responsibly.

Reducing consumption

We are committed to reducing our use of precious natural resources and minimising our impact on the environment. We manage our water and energy consumption by installing efficient equipment and fixtures, while at COMO Point Yamu in Phuket, we use low thermal emissivity glass in all glass features to reduce the amount of heat transmitted into the building. In all cases, technology is merely our first investment. Employee engagement and training are equally, if not more important. We welcome our guests' participation in these initiatives, even as you enjoy COMO's luxury experience. At all properties, you can choose to re-use towels and linens during your stay. Small gestures, such as shutting windows and sliding doors to conserve energy, also help a great deal.

Sourcing locally and sustainably

COMO sources locally whenever possible,



supporting local producers, entrepreneurs, social enterprises and non-profit organisations. We choose these vendors not only because they often have the best and freshest produce, but also because they are leaders of sustainable economic development within their communities.

In COMO Uma Ubud in Bali, we purchase cashew nuts and roselle from Muntigunung Community Social Enterprise that promotes livelihood sustainability for villages in Northeast Bali. At COMO Uma Paro in Bhutan, we helped a local female entrepreneur set up Bhutan’s first prayer flag printer and shop. All our food served at COMO The Treasury is purchased from within 100KM of Perth and we produce own honey on our hotel’s rooftop. At COMO Parrot Cay, Turks and Caicos, we take pride in our banana and coconut plantations, where our youngest guests at the hotel can plant their own trees and discover native fauna and flora.

ABOUT COMO
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**Town of Surfside
Town Commission Meeting
February 13, 2018
7:00 pm**

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

Agenda #: 9I
Date: February 13, 2018
From: Lily Arango, Esq. of Weiss Serota Helfman Cole & Bierman, P.L., Town Attorneys
Subject: Plastic Bag Legislation

Objective: The purpose of this Communication is to advise the Town Commission of the status of state law, proposed legislation, and legal challenges related to the regulation of plastic bags and to present options for the Commission's consideration with respect to the implementation of a ban on plastic bags.

Consideration:

During the December 13, 2017 Town Commission Meeting, the Town Commission directed the Town Attorney's Office to analyze legislation regarding a ban on plastic bags. This Communication addresses 1) existing state law, 2) proposed legislation, and 3) legal challenges as they relate to plastic bags.

Existing State Law

In 2008, the Florida Legislature passed HB 7135 which was signed into law by the Governor and is codified in Section 403.7033, Florida Statutes. Section 403.7033, Florida Statutes, "Departmental analysis of particular recyclable materials," directed the Department of Environmental Protection ("DEP") to submit a report by February 1, 2010 to the Legislature with conclusions and recommendations based upon an analysis of the "need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry products from retail establishments." The law further provides that until the Legislature adopts DEP's recommendations, no local government may enact an ordinance regarding the use, disposition, sale, prohibition, restriction, or tax of auxiliary containers, wrappings, or disposable plastic bags. Although DEP submitted its report in 2010, the Legislature has not adopted DEP's report or recommendations. This state law is considered by many to preempt local government powers and is currently being challenged in a lawsuit involving the City of Coral Gables.

Proposed State Legislation

As you know, the Florida Legislature is currently in session. Representative David Richardson (D-113) introduced HB 6039 in the Florida Legislature's 2018 session, which bill proposes to amend Section 403.7033, Florida Statutes by removing the state preemption on the regulation of certain

auxiliary containers, wrappings, and disposable plastic bags. An identical bill, SB 1014, was introduced in the state Senate by Senators Linda Stewart (D-13) and Victor M. Torres, Jr. (D-15). The proposed effective date of the two bills is July 1, 2018. Since 2010, several bills have been introduced to allow local regulations of plastic bags, but none have passed.

Legal Challenges

The City of Coral Gables is a party to a lawsuit with the State of Florida, the Florida Retail Federation, Inc., and Super Progreso (Miami-Dade Case No.: 2016-18370-CA-01) which directly confronts the constitutionality of Section 403.7033, Florida Statutes as it relates to plastic bags. On February 27, 2017, the trial court entered an order in *Florida Retail Federation, Inc. and Super Progreso, Inc. v. City of Coral Gables*, finding Sections 403.708(9) and 403.7033, Florida Statutes relating to plastic bags and packaging unconstitutional. In light of the trial court's decision and despite an appeal by the State of Florida of the trial court's order (Third District Case No.: 3D17-562), the City of Coral Gables Commission adopted Ordinance No. 2017-13 on May 9, 2017. The ordinance prohibits the use of single-use carry out plastic bags at special events and prohibits the sale, use, or distribution of single-use carry out plastic bags by retail establishments within the City. The trial court's decision is currently under consideration by the Third District Court of Appeal, which heard oral argument on December 15, 2017. The appellate court has not rendered a decision on the matter. If the appellate court reverses the trial court's order, the City of Coral Gables' ability to enforce its plastic bag ban will likely be jeopardized.

Considerations

If HB 6039 or SB 1014 is adopted into law, the Town of Surfside should be able to adopt an ordinance regulating plastic bags. The 2018 legislative session concludes on March 9, 2018. Therefore, within the next couple of months the Town will know whether the state preemption has been removed.

If neither bill is adopted, Section 403.7033, Florida Statutes will remain intact. However, the constitutionality of Section 403.7033, Florida Statutes remains in limbo pending the Third District Court of Appeal's decision in the City of Coral Gables matter.

Should the Town Commission desire to legislate in this arena without a change in state law and if the Third District Court reverses the trial court's decision in the Coral Gables case, the Town will likely face opposition similar to that experienced by the City of Coral Gables. However, if there is no change in state law and the Third District Court of Appeal *affirms* the trial court's order in the Coral Gables case, the Town should be able to legislate as it deems appropriate.

Recommendation: The Town Attorney's Office seeks the Commission's direction on whether to draft legislation implementing a ban on plastic bags.



Town of Surfside Commission Communication

Agenda Item: # 9J

Agenda Date: February 13, 2018

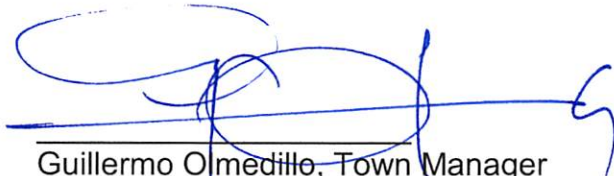
From: Guillermo Olmedillo, Town Manager

Subject: Zoning in Progress – New Applications or Site Plan Amendments for properties within H30C and H40

Background: On February 6, 2018, the Town Commission and Planning and Zoning Board gave direction to the Town Staff to prepare an ordinance to limit building lengths on the west side of Collins Avenue to no more than 150 feet in length and no more than 90 feet on the east side of Harding Avenue, including appropriate building separation and to evaluate if applying FAR to multifamily would require a referendum. Staff will prepare draft documentation for the Planning and Zoning Board to discuss the change at their March 29, 2018 meeting and expects first reading of the proposed ordinance on April 10, 2018.

Analysis: Code section 90-6 states that the purpose of zoning in process *generally allows the town to apply, on a retroactive basis, if necessary, changes to zoning regulations or to the zoning district status of property, to previously approved or currently in process development applications. Additionally, the zoning in progress allows a temporary hold on permits and licenses if there is a change in zoning, which is already in progress that would affect the permit of license.* In an effort to avoid the Town accepting an application in conflict with the proposed revisions, Staff is proposing a zoning in progress be implemented to allow time to prepare an ordinance. Pursuant to Section 90-6, the zoning in progress will be in place for three months or until the code amendments are adopted, whichever is earlier.

Recommendation: The Town Commission has given direction to Staff and asked to move forward quickly with a first reading ordinance. It is recommended that the Town Commission direct the Town Clerk to publish a notice of zoning in progress as provided in Section 90-6 "Zoning in Progress" of the Code of Ordinances, in order to apply a hold on the processing of new or amended development applications that are submitted to the Town after the date of the publication of the notice.



Guillermo Olmedillo, Town Manager

**TOWN OF SURFSIDE
NOTICE OF
ZONING IN PROGRESS**

The Town of Surfside hereby gives Notice of Zoning in Progress relative to proposed revisions to the Town Zoning Code pursuant to Section 90-6 of the Town Zoning Code except that however, the Notice shall not apply to any pending applications for development approvals which have been determined to be complete applications as of the date of the Notice of Zoning in Progress. Amendments to the Zoning Code are being considered and may be proposed relative to Amending Chapter 90 Zoning to implement Corridor Analysis Proposals for the area in the H30C and H40Zoning Districts between Collins and Harding Avenues from 94th Street To 88th Street; to limit building lengths on the west side of Collins Avenue to no more than 150 feet in length and no more than 90 feet on the east side of Harding Avenue, including appropriate building separations, setbacks and articulations.

A Public Hearing for first reading of an ordinance which may limit building lengths and require breezeways, building to building setbacks, building articulation and/or upper story setbacks will be noticed prior to the actual meeting date. Interested parties may appear at the Public Hearing and be heard with respect to the proposed Ordinance. Any person wishing to address the Town Commission on any item at the Public Hearing is asked to register with the Town Clerk prior to that item being heard.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Office of the Town Clerk, 305-861-4863, no later than two business days prior to such proceedings.

If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at a meeting or hearing, that person 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 includes the testimony and evidence upon which the appeal is to be based.

Dated this _____ day of _____, 2018

Sandra Novoa, MMC
Town Clerk