



**Town of Surfside
Regular Town Commission Meeting**

AGENDA

March 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. Miami-Dade Fire Rescue Department Annual Report Presentation by Fire Chief Dave Downey– Guillermo Olmedillo, Town Manager**
- H. Presentation of One Dollar Salary to the Mayor and the Members of the Town Commission – Guillermo Olmedillo, Town Manager**

2. Quasi-Judicial Hearings

- A. Request for Extension of Design Review Board Approval for 9408 Bay Drive – Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF SURFSIDE, FLORIDA; APPROVING AN EXTENSION TO A DESIGN REVIEW BOARD APPROVAL FOR PROPERTY GENERALLY LOCATED AT 9408 BAY DRIVE, SURFSIDE, FL, FOR A SINGLE FAMILY HOUSE; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

- 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**
 - **February 13, 2018 Special Town Commission Meeting Quasi-Judicial Hearing Meeting Minutes**
 - **February 13, 2018 Regular Town Commission Meeting Minutes**
 - **February 27, 2018 Special 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

- **January 22, 2018 Parks and Recreation Committee Meeting Minutes**
- **January 25, 2018 Planning and Zoning Board Meeting Minutes**
- **February 5, 2018 Tourist Board Meeting Minutes**

E. Fourth of July Fireworks– Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE TOWN'S FOURTH OF JULY FIREWORKS DISPLAY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Document Scanning – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGREEMENT WITH BLUE DIGITAL CORP. FOR DOCUMENT SCANNING SERVICES FOR THE BUILDING DEPARTMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**G. Urging Resolution to Retain NOAA Fisheries Headquarters on Virginia Key –
Commissioner Tina Paul**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING CONCERTED LOCAL ACTIONS TO TAKE STEPS NECESSARY TO RETAIN THE NOAA FISHERIES HEADQUARTERS ON VIRGINIA KEY; PROVIDING FOR TRANSMITTAL; 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. 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”– 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. Solar Photovoltaic Incentives – Guillermo Olmedillo, Town Manager
[Linked to item 5B]

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.

- 5. 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” – Guillermo Olmedillo, Town Manager *[Linked to item 5A]***

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.

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

B. First Reading Ordinances

- 1. Ordinance Repealing Section 86-1 “Surfboards” of the Town’s Code of Ordinances – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING SECTION 86-1 “SURFBOARDS” OF THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

- 2. Maximum Building Length – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-51 “MAXIMUM FRONTAGE OF BUILDINGS AND FACADE ARTICULATIONS.” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS FAÇADE ARTICULATIONS, MAXIMUM BUILDING LENGTHS AND BUILDING SEPARATIONS IN THE H30C AND H40 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Surfside Development Approval Procedures Update – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING DIVISION 3, “SPECIAL EXCEPTIONS, ZONING CHANGES, CONDITIONAL USES AND VARIANCES,” OF ARTICLE II, “ADMINISTRATION AND ENFORCEMENT,” OF CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS DEVELOPMENT APPLICATION PROCEDURES AND REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

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

- A. Amending the Town’s Schedule of Civil Penalties and Administrative Fees to be Assessed for Violation of the Town’s Code, Specifically for violations of Section 34-11, “Prohibition of Distribution, Sale or Use of Plastic Straws” – Guillermo Olmedillo, Town Manager *[Linked to item 4A5]***

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN’S SCHEDULE OF CIVIL PENALTIES AND ADMINISTRATIVE FEES TO BE ASSESSED FOR VIOLATION OF THE TOWN’S CODE, SPECIFICALLY FOR VIOLATIONS OF SECTION 34-11, “PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS”; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Solar Photovoltaic Schedule – Guillermo Olmedillo, Town Manager *[Linked to Item 4A4]***

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING ALL TOWN BUILDING PERMIT FEES AND REQUIRING EXPEDITED DEVELOPMENT AND REVIEW PROCESSES FOR PHOTOVOLTAIC SOLAR SYSTEM INSTALLATIONS; PROVIDING FOR IMPLEMENTATION; 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. Beach Raking – Guillermo Olmedillo, Town Manager

B. Sustainability Initiatives – Guillermo Olmedillo, Town Manager

C. Turtle Lighting – Guillermo Olmedillo, Town Manager

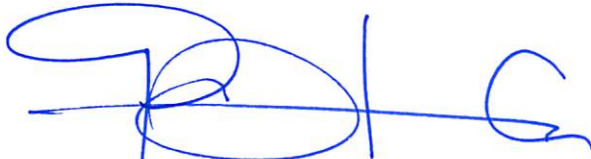
D. Supplemental Social Services for the Miami Beach School Feeder Pattern –
Mayor Daniel Dietch

E. Beach Management for Turtle Season – Commissioner Tina Paul

**F. Pelican Harbor Seabird Station 29th Anniversary & Year of the Bird
Fundraising Event** – Commissioner Tina Paul

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 EXT. 226. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov.

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS/COMMITTEES 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.

**Miami-Dade Fire Rescue Department**

Office of the Fire Chief

9300 N.W. 41st Street

Doral, Florida 33178-2414

T 786-331-5000 F 786-331-5101

miamidade.gov

February 2, 2018

Honorable Daniel Dietch, Mayor
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Honorable Mayor Dietch:

Enclosed is your annual report summarizing the services Miami-Dade Fire Rescue (MDFR) provided to the Town of Surfside throughout 2017. MDFR's overall complement of fire-rescue response vehicles and personnel provided a service level unrivaled in the Southeast United States for the benefit and protection of your community.

Residents and visitors of the Town of Surfside can rely on the delivery of fire-rescue services provided by an Internationally Accredited Agency through the Commission on Fire Accreditation International (CFAI). MDFR remains the largest accredited fire-rescue department in the Southeast United States and the second largest in the Nation.

As your Fire Chief, I welcome the opportunity to present the Department's annual service delivery report to the town. Please contact Maria L. Reyes from my office at 786-331-5253 to schedule the annual presentation with the Town Commission, or if you require additional information. Enclosed is my contact information. I am always available to address any questions or concerns that you or your residents may have regarding our services.

Respectfully,

A handwritten signature in blue ink, appearing to read "Dave Downey".

Dave Downey
Fire Chief

Enclosures

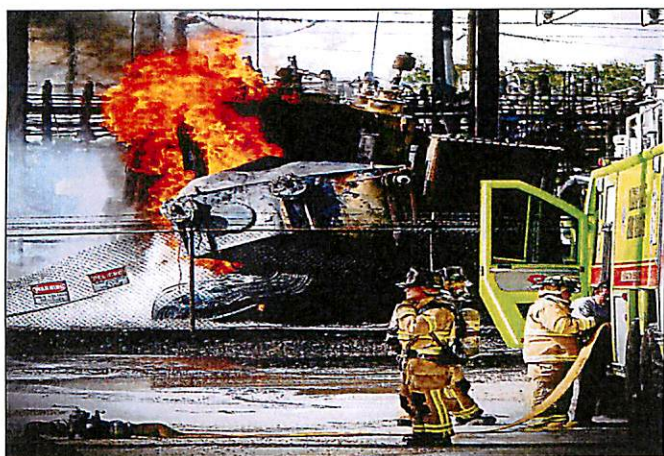
c. Guillermo Olmedillo, Town Manager
Maurice L. Kemp, Deputy Mayor, Miami-Dade County



Miami-Dade Fire Rescue Department

Services to
The Town of Surfside

Miami-Dade Fire Rescue (MDFR) originated as a single-unit fire patrol in 1935. It has since grown into the largest fire rescue department in the Southeast United States and one of the top ten largest in the nation. With a response territory of 1,899 square miles and a resident population of more than 1.9 million, MDRF responds to more than 260,000 calls for assistance annually making it one of the busiest departments in the nation. More than 2,400 employees staff 143 units in service throughout 69 fire rescue stations and several administrative facilities serving residents, businesses, and visitors 24 hours a day, 7 days a week, 365 days a year. In addition to providing transport services through 55 advanced life support (ALS) rescue units, MDRF provides emergency air transport service to appropriate specialized facilities via two full-time rescue helicopters.



Firefighters battle a fire at an FPL electrical facility

MDRF is considered one of the premier fire rescue departments in the country and is recognized around the world for its exemplary service. Firefighters are cross-trained in fire suppression as well as emergency medical care capable of providing pre-hospital care to trauma patients, heart-attack patients, and stroke victims.

MDRF is a full service emergency response agency providing various specialized response capabilities including; air-rescue transport, maritime fire/rescue, aircraft rescue firefighting, ocean rescue, technical rescue, hazardous materials mitigation, urban search and rescue, and maintains the Florida Antivenin Bank. MDRF's Fire Life Safety Section provides new construction and annual building inspections as well as code enforcement services.

MDRF also protects Haulover and Crandon Beaches, with a combination of full-time and part-time professional lifeguards. MDRF distinguishes itself from other fire rescue departments in a number of areas. MDRF offers a high level of service, providing more ALS suppression units than most departments and a greater level and

grade of response staff. Over 90% of MDRF's units are staffed and equipped to provide ALS services. MDRF staffs four firefighters on suppression units and three firefighter paramedics on rescue units.

Through the efforts of MDRF, Miami-Dade residents also have the highest survival rates in the nation, after suffering a blocked coronary artery. Over ten years ago, MDRF established the Miami-Dade STEMI (ST-Elevation Myocardial Infarction) Network. STEMI typically refers to a blocked coronary artery and is the leading cause of death in the United States for both men and women. Hospitals within the STEMI network are required to restore blood flow to a patient's blocked artery within 90 minutes from the initial patient contact. This timely intervention significantly reduces a patient's chances for permanent damage or death and increases their likelihood for survival. The STEMI network has reduced the time it takes to restore blood flow to a patient from approximately two hours and 15 minutes to 60 minutes.



MDRF's Engine 9 crew rescues elderly woman from a house fire

MDRF is part of the Countywide Stroke Network, a coalition consisting of MDRF along with five municipal fire departments and area hospitals within Miami-Dade County. This network is one of the largest for the treatment and transport of stroke victims in the nation and aiming to deliver the highest quality acute stroke care available in improving patient recovery outcomes.

The Office of Emergency Management (OEM) is part of MDRF. OEM manages the County's Emergency Operations Center (EOC), which coordinates emergency response, and recovery plans and operations in order to maximize the use of resources within Miami-Dade County. The OEM coordinates its activities with the County's municipalities, non-profit social services, and medical care agencies. The OEM is accredited by the Emergency Management Accreditation Program (EMAP).



Miami-Dade Fire Rescue Department
Services to
The Town of Surfside

In calendar year 2017, MDR's 143 frontline rescue and fire suppression units were dispatched over 415,000 times to more than 260,500 emergencies; of these, approximately 195,000 were medical emergencies. MDR transported greater than 79,000 residents and visitors to South Florida hospitals. MDR responded to more than 26,000 fire-related incidents. In addition, MDR personnel responded to more than 39,000 non-fire-rescue related calls.

During 2017, MDR graduated four fire recruit classes, welcoming 136 new firefighters to the department. Recruit classes #130, #131, #132, and #133 all graduated at ceremonies held at MDR's Training Facility in Doral, Florida. Class #131 was the first class of non-certified firefighters who became State of Florida certified firefighters taught by MDR instructors at a MDR Training Facility since 1980.



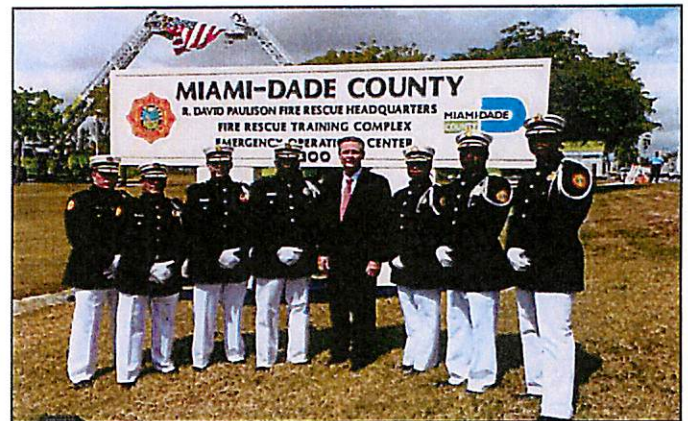
MDR Recruit Class #130

On April 10, 2017, CFO and Florida State Fire Marshal Jeff Atwater named retired MDR Firefighter Keith Tyson as Florida's Professional Firefighter of the Year at the 2017 Florida Fire Service Awards Ceremony held at the Florida Capitol. Firefighter Keith Tyson, Vice President of Education Research and Outreach for the Florida Chapter of Firefighter Cancer Support Network (FCSN), has delivered FCSN's cancer-prevention training to thousands of firefighters in Florida and across the United States.



Florida Professional Firefighter of the Year, MDR's Keith Tyson

On April 24, 2017, MDR renamed its Doral Headquarters in honor of former Fire Chief R. David Paulison. Chief Paulison served as MDR's Chief from 1992 until his retirement in 2001, when he was appointed by President George W. Bush as the United States Fire Administrator. In 2005, President Bush appointed Paulison as the Administrator of the Federal Emergency Management Agency (FEMA) where he served until 2009.



MDR Honor Guard & Ret. MDR Chief R. David Paulison

MDR placed Rescue 18 in service in April 2017. This new response unit, consisting of an officer and two firefighter paramedics, augmented MDR's service to the visitors and residents of the City of North Miami. Rescue 18 currently operates out of North Miami West Fire Station 19 during the day and is housed at Interama Station 22 overnight. A temporary facility to house the unit and personnel 24/7 will be operational before the end of Fiscal Year 2017-2018, until the construction of a permanent station is completed by the end of 2020.



MDR's North Miami Central Rescue 18



Miami-Dade Fire Rescue Department
Services to
The Town of Surfside

MDFR's Special Operations Division received a new specialty unit in July 2017. "The Heavy" 1 is a Class D wrecker was the result of a collaborative project between MDFR and truck manufacturer Jerr-Dan. This unit will enhance our rescue capabilities on complex extrications and emergencies such as motor vehicle accidents involving heavy trucks, train accidents, aircraft crashes, and large animal rescues throughout Miami-Dade County.



MDFR's "The Heavy" 1 Class D Wrecker

On August 27, 2017, 47 members of MDFR's Urban Search and Rescue Task Force were activated by FEMA and deployed to Texas to assist with search and rescue efforts in the aftermath of Hurricane Harvey. The team is comprised of specially trained firefighter/paramedics, physicians, engineers, search canines, and swift water rescue personnel capable of providing search and rescue in collapsed structures and flood/swift water environments. During the 2017 hurricane season, MDFR's FL-TF1 Urban Search and Rescue Team remained busy not only responding to Hurricane Harvey but also responding to Hurricane Irma, which impacted the Florida Keys, and Hurricane Maria, which devastated the Island of Puerto Rico a month later in September.



MDFR Urban Search & Rescue Team in the Florida Keys.

Everyday MDFR personnel have hundreds of opportunities to exceed customer expectations while fulfilling our service demands. MDFR's commitment to

providing the highest quality service to our community continuously fosters an atmosphere of service excellence and constant improvement. Employees routinely "go the extra mile" for our customers. We are individually committed and collectively exemplify our mission: **Always Ready, Proud to Serve.**

To this end, MDFR has been measuring the quality and effectiveness of our EMS service for the past five years. The survey instrument (**Attachment I**), is sent to 20% of MDFR EMS patients monthly, allowing respondents to rate the quality of their experience between one (1) and five (5), with one being strongly dissatisfied and five being strongly satisfied with the service. Unlike other survey instruments used by Miami-Dade County, MDFR does not take a "snapshot" of service at any one particular time, but rather follows up a month after service is provided, giving the department a continuous vision of the community's opinion of its services. The survey also provides the respondent a section for additional comments. Overall, eight (8) % of patients (or 2,667 respondents) returned completed surveys yielding an overall score of **4.87**.

Respondents rated MDFR's services as follows for each question during fiscal year 2017:

- 1) MDFR responded to your needs in a timely manner: **4.87**
- 2) MDFR explained your treatment options to you: **4.80**
- 3) MDFR treated you in a professional manner: **4.92**
- 4) MDFR met your expectations when you requested assistance: **4.89**

During fiscal year 2017, **16** residents from the Town of Surfside rated MDFR with an overall score of **4.94**, expressing their satisfaction with the service provided by MDFR. This equates to a **99%** satisfaction rate. Below are a few comments received from Surfside residents. A summary of all surveys received is presented in **Attachment II**. Names and addresses from Surfside residents have been redacted in accordance to Florida Statutes Chapter 119.

"Wonderful, professional and warm staff. Thank you."

"If there ever was a better word than praise you got it. Thank you for your great response and professionalism."

*"They are awesome and their overall care was exactly as I expected. *10 Stars**"*

"The men who came to my aid were great. Thank you for your service."

"I've never called before, but I'm really glad that I did. I am so grateful to your guys for everything! I live alone and was told I may not have made it if I had not called. I just want to say, thank you, thank you, thank you!"



Miami-Dade Fire Rescue Department
Services to
The Town of Surfside

The Town of Surfside, in the northeastern part of Miami-Dade County, spans an area of 1.0 square miles and is bordered by the Atlantic Ocean to the east, the City of Miami Beach to the south, Indian Creek Village and the Town of Bay Harbor Islands to the west, and Bal Harbour Village to the north (**Attachment III**). The Town incorporated on May 18, 1935 and has been part of the Miami-Dade Fire Rescue Service District since 1973 when its Fire Department merged with MDRF. Based on 2016 U.S. Census data, the Town has a residential population of 5,811, with 2,275 households.

During calendar years 2016 and 2017, MDRF responded to 1,667 emergency calls received from the Town of Surfside. **Table I** depicts incident type and related response times for incidents MDRF responded to within the Town during this time period.

Table I
MDRF Responses to the Town of Surfside
Calendar Years 2016 and 2017

Call Type	Incidents			
	2017	MDRF* Average Response Time	2016	MDRF* Average Response Time
Life Threatening	362	7:39	407	7:41
Non-Life Threatening*	192	7:53	197	8:50
Structure & Other Fires	136	7:25	154	8:46
Other Miscellaneous*	112	7:37	107	8:29
Total	802		865	

*Expedited response using lights and sirens is only used when responding to Life Threatening and Structure Fire incidents.

The Town of Surfside is primarily served by MDRF's Bay Harbor Station 76 which provided 89% of the responses into the Town during 2017 as depicted in **Table II**.

Table II
MDRF Stations/Units responding into the Town of Surfside
Calendar Years 2016 and 2017

Responses Provided By:	2017		2016	
	Incidents	%	Incidents	%
Station 76 - Bay Harbor	713	89%	735	85%
Station 21 - Haulover	64	8%	121	14%
Other Stations	25	3%	9	1%
Total	802	100%	865	100%

As depicted on **Attachment III**, there are eight (8) stations within six (6) miles of the Town of Surfside which house two (2) Battalion Chiefs; eight (8) Rescues; and eight (8) suppression units, two (2) of which are BLS Engines, one (1) ALS Engine, one (1) 60-foot ALS Aerial, one (1) 75-foot ALS Ladder, one (1) 70-foot BLS

Platform, one (1) 36-foot ALS Fire Boat and one (1) 100-foot BLS Platform (**Table III**). These units exceed the NFPA recommended for responding to both high and medium occupancies.

Table III
MDRF Stations within Six Miles of the Town of Surfside

Name	Miles to Town of Surfside	Apparatus	Staffing
Station 76 - Bay Harbour 9665 Bay Harbor Terrace	0.64	BLS Engine - 1	4 FF/EMT
		Rescue - 1	3 FF/PARA
Station 21 - Haulover 10500 Collins Avenue	1.04	100' BLS Platform - 1	4 FF/EMT
		36' Fire Boat - 1	4 FF/PARA
		Battalion Chief - 1	1 FF/PARA
		Rescue - 1	3 FF/PARA
Station 20 - North Miami East 13100 NE 16 Avenue	3.01	ALS Engine - 1	2 FF/PARA 2 FF/EMT
		Battalion Chief - 1	1 FF/PARA
		Rescue - 1	3 FF/PARA
Station 10 - Sunny Isles 175 - 172nd Street	3.41	75' ALS Ladder - 1	2 FF/PARA 2 FF/EMT
		Rescue - 1	3 FF/PARA
Station 27 - North Bay Village 7903 East Drive	3.53	BLS Engine - 1	4 FF/EMT
		Rescue - 1	3 FF/PARA
Station 78 - Eastern Shores 16435 NE 35 Avenue	4.00	Rescue - 1	3 FF/PARA
Station 22 - Interama 15655 Biscayne Boulevard	4.48	70' BLS Platform - 1	4 FF/EMT
Planned Station 18 - North Miami Central NE 10 Avenue 135 Street	5.50	Rescue - 1	3 FF/PARA
Station 31 - North Miami Beach 17050 NE 19 Avenue	5.93	60' ALS Aerial - 1	2 FF/PARA 2 FF/EMT
		Rescue - 1	3 FF/PARA

Note: FF/PARA = Firefighter Paramedic, FF/EMT = Firefighter Emergency Medical Technician



Haulover Station 21 serving the Town of Surfside



Miami-Dade Fire Rescue Department Services to The Town of Surfside

MDFR's closest Rescue unit is .64 miles north of the Town of Surfside at MDFR Bay Harbour Station 76. MDFR's next closest medical response unit is located 1.04 miles north of the Town at MDFR Haulover Station 21, which houses one (1) Rescue, one 100-foot BLS Platform, one (1) 36-foot ALS Fire Boat and one Battalion Chief.



Station 20
North Miami East
13000 NE 16th Avenue
North Miami, FL 33168

North Miami East Station 20 serving the Town of Surfside

As a result, within six (6) miles of the Town of Surfside, MDFR has 18 front-line response units, 14 of which are ALS units including eight (8) rescues, three (3) suppression units, (1) fire boat and two (2) Battalion Chiefs. Daily there are 58 firefighters on duty, 36 which are certified paramedics assigned to these units

Structure Fires

Based on structure and unit information provided by the Miami-Dade County Property Appraiser, the Town of Surfside has 1,165 single-family and duplex units, 2,530 multi-family and condo units, and 69 commercial, industrial, and other structures. The majority of the commercial, industrial, and other units would require a high-hazard response to a structure fire incident in the Town. As a result, on an initial dispatch to a structure fire, 24 firefighters and two (2) command chiefs would be required.

Based on MDFR's current dispatch protocol, MDFR would dispatch three (3) suppression units, one (1) aerial (platform, ladder or aerial), one (1) rescue, and one (1) Battalion Chief, exceeding NFPA's recommended dispatch to a structure fire at a medium-hazard occupancy. If MDFR determines that it is a working fire, MDFR would also dispatch another Battalion Chief, a Safety Officer, an Air Truck, a Command Van and a Fire Investigator to the incident. To a structure fire at a high-

hazard occupancy, MDFR's initial dispatch would also surpass NFPA's recommended response. MDFR would dispatch four (4) suppression units, two (2) aerials (platform, ladder or aerial), two (2) rescues, and two (2) Battalion Chiefs. MDFR would dispatch additional support as noted to a working fire.

During 2017, MDFR dispatched more than 400 firefighters and 289 units to structure fire incidents in the Town of Surfside. For example, on January 14, 2017 MDFR dispatched seven (7) units, equating to 21 firefighters, two (2) Engines, two (2) Rescues, one (1) Platform, and two (2) Battalion Chiefs to extinguish an apartment fire at 9441 Collins Avenue.

Similarly on May 21, 2017 MDFR dispatched five (5) units, equating to 16 firefighters, two (2) Engines, one (1) Platform, one (1) Rescue, and one (1) Battalion Chief to extinguish a house fire at 8866 Harding Avenue.

Medical Emergencies

NFPA Standard 1710 sets guidelines for service response to Emergency Medical Services (EMS) and fire calls. ALS units should, 90 percent of the time, arrive at an incident within eight (8) minutes from the time an EMS call is received.

MDFR has 55 frontline rescue units, each staffed by three (3) State of Florida certified paramedics. MDFR offers patient transportation options. Patients with life-threatening emergencies will be transported to the closest appropriate medical facility within Miami-Dade or Broward County. MDFR will transport patients without life-threatening emergencies to the medical facility of their choice. MDFR also has EMS Captains who act as patient advocates in ensuring the timely transfer of patients to Miami-Dade and Broward County medical facilities.



MDFR firefighters at Miami International Airport



Miami-Dade Fire Rescue Department
Office of the Fire Chief
9300 N.W. 41st Street
Doral, Florida 33178-2414
T 786-331-5000 F 786-331-5101

miamidade.gov

Dear Valued Customer:

Recently, Miami-Dade Fire Rescue (MDFR) had the opportunity to serve you in your time of need. MDNR's mission is to protect people, property, and the environment by providing responsive professional and humanitarian fire-rescue services essential to public health, safety, and well-being. Our firefighter paramedics are dedicated to providing the best possible care to Miami-Dade County's residents and visitors. In order to assure that we continue to achieve our mission and improve our service to you, we value your opinion regarding your experience with MDNR. Please take a few minutes to complete the brief survey and return it in the enclosed postage-paid envelope.

Please visit us at www.miamidade.gov/mdfr/ to learn more about the specialized and diverse services offered by MDNR as well as answers to the most frequently asked questions regarding fire-rescue services.

As Fire Chief of Miami-Dade Fire Rescue, I thank you for taking the time to complete this survey. Your responses will ensure we continue to provide you the highest available level of care. As your fire-rescue department we are Always Ready and Proud to Serve You.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Downey".

Dave Downey, Fire Chief
Miami-Dade Fire Rescue Department

La traducción en español se encuentra en el reverso de esta carta.
Tanpri gade sou do lèt sa-a pou jwenn vèsyon Kreyòl la.

Estimado cliente:

El Departamento de Bomberos y Rescate de Miami-Dade (MDFR, por sus siglas en inglés) tuvo la oportunidad de prestarle sus servicios cuando usted los necesitó. El objetivo del MDRF es proteger a los residentes, a las propiedades y al medio ambiente mediante la prestación de servicios de bomberos y rescate profesionales y humanitarios con respuesta a las necesidades de los residentes del condado que son esenciales para la salud, la seguridad y bienestar públicos. Nuestros bomberos y paramédicos se dedican a prestar el mejor servicio posible a los residentes y visitantes del Condado Miami-Dade. Para continuar realizando nuestros objetivos y mejorar aún más nuestros servicios, valoramos su opinión sobre la experiencia que usted tuvo con el MDRF. Por favor sírvase dedicarle unos minutos a llenar la siguiente encuesta y por favor háganosla llegar en el sobre adjunto de franqueo pagado.

Sírvase acudir a www.miamidade.gov/mdfr/ para que se entere de más detalles acerca de los diversos servicios especializados que presta el MDRF así como de las respuestas dadas a las preguntas que se hacen con más frecuencia sobre los servicios de bomberos y rescate.

Como Jefe del Cuerpo de Bomberos y Rescate de Miami-Dade, le agradezco el haberse tomado el tiempo necesario para llenar esta encuesta. Sus respuestas garantizarán que continuemos prestando el nivel de atención más alto posible. Como su departamento de bomberos y rescate, nosotros siempre estamos listos y orgullosos de prestarle nuestros servicios.

Atentamente,

Dave Downey, Jefe del Cuerpo Bomberos y Rescate de Miami-Dade

Trè chè kliyan:

Resamman, Depatman Ponpye ak Sekou Miami-Dade (MDFR) te jwenn opòtinite pou sèvi w lè w te nan bezwen. Misyon MDRF se pou pwoteje pèp la, pwopriyete yo, ak anviwonman an nan bay sèvis sekou pwofesyonèl rapid e imanitè ki esansyèl a sante piblik, sekirite ak byennèt. Teknisyen Medikal Ijans Ponpye nou yo konsakre yo a bay pi bon kalite swen posib a rezidan ak vizitè Konte Miami-Dade yo. Pou asire ke nou kontinye akonpli misyon nou ak amelyore sèvis nou ba w yo, opinyon w de eksperyans w ak MDRF enpòtan pou nou. Tanpri pran kèlke minit pou ranpli yon ti sondaj epi retounen nan anvlop déjà tenbre ki akonpaye liya.

Tanpri ale sou www.miamidade.gov/mdfr/ pou aprann plis sou divès sèvis ak sèvis espesyalize MDRF ofri yo ak pou jwenn repons a kesyon ki poze pi souvan yo konsènan sèvis ponpye ak sekou.

Anlan Chèf Ponpye Depatman Ponpye ak Sekou Miami-Dade, mwen remèsye w pou tan w pou ranpli sondaj sa-a. Repons w yo va asire ke nou kontinye ba w pi bon kalite swen posib. Antan depatman ponpye ak sekou, nou Toujou Prè epi Fyè pou Nou Sèvi w.

Ak tout respè,

Dave Downey, Chèf Ponpye Depatman Ponpye ak Sekou Miami-Dade

Miami-Dade Fire Rescue

Survey Encuesta Aperçu



Directions: Please take a moment to answer this survey. Your responses will help MDRF improve services we provide to Miami-Dade County residents. Your identity will remain anonymous unless you provide your contact information at the bottom of this survey. The postage is paid; simply drop it in the mail. Thank You.

Instrucciones: Sírvase dedicar unos minutos para contestar esta encuesta. Sus respuestas ayudarán al Departamento de Bomberos y Rescate (MDRF, su sigla en inglés) a mejorar los servicios que proporcionan a los residentes del Condado de Miami-Dade. Su identidad permanecerá anónima, a no ser que usted provea sus datos personales para ser contactado. El porte de correos está pagado; solo tiene que poner la encuesta en el buzón. Gracias.

Direksyon: Tanpri pran yon ti moman pou reponn a sondaj sa a. Repons w yo va ede MDRF amelyore sèvis yap bay rezidan Konte Miami-Dade yo. Idantite w ap ret sekre anmwenske w bay enfomasyon pou kontakte w anba paj sondaj la. Si w ta vle repons w yo rete sekre sèlman dekole etikèt ki gen adrès w a anba paj la. Mèsi.

1= Strongly Disagree	1= En total desacuerdo	1= Vremán Padako
2= Disagree	2= En desacuerdo	2= Padako
3= Neutral	3= Neutral	3= Neutre
4= Agree	4= En acuerdo	4= Dako
5= Strongly Agree	5= Muy de acuerdo	5= Totalman Dako

MDRF responded to your needs in a timely manner.
MDRF atendió sus necesidades a tiempo.
MDRF te reponn a bezwen w byen vit.

1 2 3 4 5

MDRF explained your treatment to you.
MDRF le explicó su tratamiento.
MDRF te esplike w tretman w yo.

1 2 3 4 5

MDRF treated you in a professional manner.
MDRF lo trató de forma profesional.
MDRF te treté w avèk respè.

1 2 3 4 5

MDRF met your expectations when you requested assistance.
MDRF llenó sus expectativas en el momento que usted solicitó asistencia.
MDRF pat desi w de sa w te atann deli lè w te mande asistans.

1 2 3 4 5

OPTIONAL/ OPCIÓN / PRÉFÈRE

Name/nombre/nom

Address/dirección/adres

City/ciudad/vil

State/estado/eta

Zip/código postal/kòd postal

Phone/teléfono/telefon

email/correo electrónico/imel

Miami-Dade Fire Rescue

Survey Encuesta Aperçu

Please take a moment to provide additional comments within the space provided. If you wish to be contacted, please provide your contact information on the front of this survey.

Sírvase dedicar un momento de su tiempo para proporcionar información adicional en el espacio designado abajo. Si usted desea que se le contacte, provea sus datos personales en la cara de esta encuesta.

Tanpri pran yon ti moman pou fè plis kòmantè nan espas pi ba la a. Si w vle yo kontakte w, tanpri ekri non w, adres telefon ak imel w anba premye pa sondaj la.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a set of legal pads. There is no handwriting or other markings on the page.

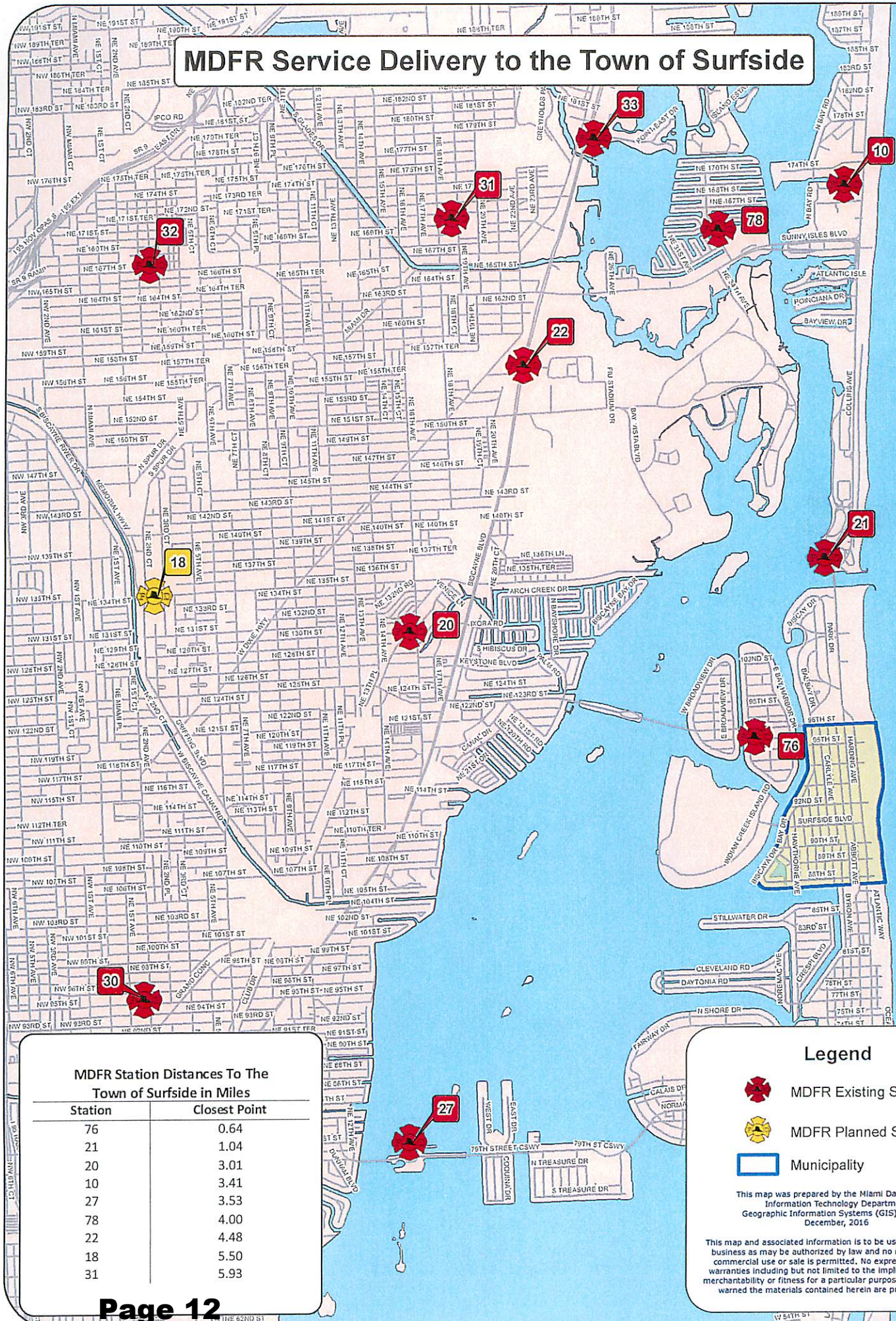
Miami-Dade Fire Rescue
Customer Feedback Surveys

Emergency Medical Services Provided to the Town of Surfside in Fiscal Year 2016-2017

Ref Surveys	Alarm #	Date of Survey	Q1*	Q2*	Q3*	Q4*	Average	Comments
1	6245873	11-Nov-16	5	5	5	5	5.00	
2	6248245	14-Nov-16	5	5	5	5	5.00	WONDERFUL, PROFESSIONAL AND WARM STAFF. THANK YOU.
3	6255952	24-Nov-16	5	5	5	5	5.00	IF THERE EVER WAS A BETTER WORD THAN PRAISE YOU GOT IT. THANK YOU FOR YOUR GREAT RESPONSE AND PROFESSIONALISM.
4	7029034	06-Feb-17	5	5	5	5	5.00	
5	7056633	13-Mar-17	5	4	5	5	4.75	I CANNOT FIND THE BEST WORDS TO COMMEND YOU FOR HOW FAST YOU CAME TO MY BUILDING. I THANK YOU SO MUCH, YOU PUT YOUR LIFE IN JEOPARDY, IN FIRE OR YOU USED YOUR KNOWLEDGE AS PARAMEDICS TO SAVE US, RESIDENTS OR TOURIST.
6	7061683	19-Mar-17	5	5	5	5	5.00	
7	7069911	30-Mar-17	5	5	5	5	5.00	THEY ARE AWESOME AND THEIR OVERALL CARE WAS EXACTLY AS I EXPECTED *10 STARS*
8	7076436	07-Apr-17	5	5	5	5	5.00	I JUST NEED TO SAY THANK YOU FOR YOUR HELP.
9	7092193	27-Apr-17	5	5	5	5	5.00	THE MEN WHO CAME TO MY AID WERE GREAT. THANK YOU FOR YOUR SERVICE.
10	7097060	03-May-17	5	5	5	5	5.00	
11	7099782	07-May-17	5	5	5	5	5.00	I CANNOT GIVE ENOUGH PRAISE TO THE PARAMEDICS. THEY WERE AS PROFESSIONAL AS ANY DOCTORS I HAVE HAD TREATMENT FROM. MAY GOD BLESS ALL OF THE FIREFIGHTERS.
12	7131874	17-Jun-17	5	5	5	5	5.00	I AM VERY PLEASED WITH THE RESCUE SERVICE.
13	7136323	23-Jun-17	5	5	5	5	5.00	
14	7147293	07-Jul-17	5	4	5	5	4.75	THE 911 EMERGENCY RESPONSE WAS VERY PROMPT AND PROFESSIONAL. THEY WERE REASSURING AND CORDIAL. THEY LET MY HUSBAND RIDE IN THE AMBULANCE WITH ME TO THE ER. I WAS THANKFUL FOR EVERYTHING.
15	7185422	26-Aug-17	5	3	5	5	4.50	I'VE NEVER CALLED BEFORE, BUT I'M REALLY GLAD THAT I DID. I AM SO GRATEFUL TO YOUR GUYS FOR EVERYTHING! I LIVE ALONE AND WAS TOLD I MAY NOT HAVE MADE IT IF I HAD NOT CALLED. I JUST WANT TO SAY, THANK YOU, THANK YOU, THANK YOU!
16	7195145	07-Sep-17	5	5	5	5	5.00	
Average							4.94	

*Refer to Attachment I for questions.

MDFR Service Delivery to the Town of Surfside





Town of Surfside
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda Item # – 2A

Date – March 13, 2018

Subject – Request for extension of Design Review Board approval for 9408 Bay Drive

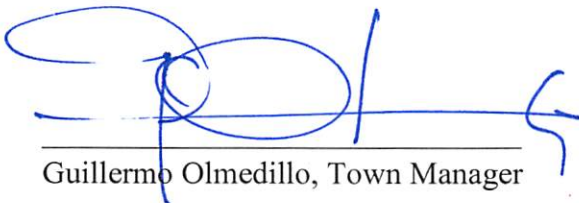
Background – Reuven Herssein, property owner of 9408 Bay Drive, has requested a one year extension of the Design Review Board (DRB) approval of this application. DRB granted approval of the application on April 28, 2016. Section 90-19.9 indicates that the permit for the primary structure must be issued within two years of the approval by DRB. Therefore, the DRB approval will be expired as of April 28, 2018. Section 90-19.9(1) allows extensions issued by the Town Commission for good cause not to exceed one year if the applicant requests the extension prior to the expiration of the DRB approval.

Analysis – The original submittal included two houses, one on this lot and one house on the neighboring lot. The neighboring lot is under construction with applicable permits. The applicant has indicated there have been delays on the part of their architects and have requested consideration by the Town Commission to grant a one year extension. The original approval had two conditions which would remain as part of the extension. The conditions were accepting a proffer from the homeowner to change the driveway on Bay Drive on the neighboring property to greenspace and to change the garage door to a bronze metal on the subject property.

Budget Impact – A one year extension for collecting the building permit fees.

Staff Impact – N/A

Recommendation – Staff recommends a motion to approve the resolution extending the Design Review Board approval for 9408 Bay Drive.



Guillermo Olmedillo, Town Manager



SSG



HERSSEIN LAW GROUP

1801 NE 123RD STREET, SUITE 314
NORTH MIAMI, FLORIDA 33181
P: 305.531.1431

WWW.HERSSEINLAW.COM

January 31, 2018

Mr. Guillermo Olmedillo
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: 701 94th St./ 9408 Bay Dr.
REQUESTING EXTENSION OF EFFECTIVE PERIOD OF DESIGN AND
REVIEW BOARD APPROVAL

Dear Mr. Olmedillo:

We are members of KTLL, LLC, an entity which owns the double lot located at 701 94th St. and 9408 Bay Dr. We reference 701 94th St. as the "exterior lot," and 9408 Bay Dr. as the "interior lot." In early 2016, our architects from the firm, Sol-ARCH, presented two (2) homes for Design and Review Board approval to be built on the double lot. Both designs were approved by the Board. The design for a house to be located at 9408 Bay Dr. was specifically given approval during the meeting that took place on April 28, 2016. This request letter to you specifically references the house design for 9408 Bay Dr., as building permits were already issued and construction has recently commenced for the house to be located at 701 94th St.

Per this letter, we are requesting an extension of the effective period of Design and Review Board approval for the house design for 9408 Bay Dr., the "interior lot." If possible, we are requesting that the town grant us a ONE YEAR extension of Board approval, on the basis that we are having several delays on the part of the architects in finalizing our plans. Per the town's pertinent code section, 90-19.9, the permit for the principal structure needs to have been issued within two (2) years of Board approval. The pertinent section of the code is stated below for your review:

90-19.9 Effective period of design review board approval. An approval from the design review board shall be effective until the development is completed except that if, after 24 months from

the date of the approval by the design review board a building permit for a principal building has not been issued and remains in effect, the approval shall be null and void.

(1) Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the town commission, at its sole discretion, provided the applicant submits a request in writing to the town manager or designee in advance of the expiration of the original approval, setting forth good cause for such an extension. For the purpose of this Section, a building permit for a principal building shall cease to be in effect once required inspections have lapsed or once a certificate of completion or certificate of occupancy is issued.

(2) All approvals which have been granted prior to the effective date of this chapter, shall be null and void and of no further force or effect if not utilized within two years after the effective date of this chapter, unless vested rights are demonstrated pursuant to subsection 90-5(11) of the zoning code. The foregoing provision of this paragraph shall not apply if the governmental resolution granting the approval expressly established a specific time limitation for utilizing the approval. In such instances, the time limitation established by such resolution shall prevail.

We were informed by Sarah Sinatra Gould, AICP, Director of the Planning Department, that the approval for an extension is granted by the Town Commission. She also suggested that we include ten (10) sets of reduced-size plans for consideration by the Town Commission. The plans are attached to this letter for the Town Commission's review.

Ms. Sinatra also stated that considering our time frame, we will need to be on the March or April agenda. She further advised that if we want to be included in the March agenda, then we should submit the paperwork no later than February 9th. We are requesting to be included in the March, 2018 agenda. As such, please accept this letter, and its attachments, as our request to be included in the March, 2018 agenda for our extension request.

Thank you in advance for your consideration. Please advise us if there is anything else we need to do accomplish the extension. And, please feel free to reach us with any questions or comments at any time.

Sincerely,

/s/

KTLL, LLC
Reuven Herssein, Esq.
Iris J. Herssein, Esq.
HERSSEIN LAW GROUP
1801 NE 123rd St #314
North Miami, FL 33181
(305) 531-1431
(305) 798-8469 Iris's cell
(305) 775-3430 Reuven's cell

RESOLUTION NO. 18- _____

**A RESOLUTION OF THE TOWN COMMISSION OF
SURFSIDE, FLORIDA; APPROVING AN EXTENSION
TO A DESIGN REVIEW BOARD APPROVAL FOR
PROPERTY GENERALLY LOCATED AT 9408 BAY
DRIVE, SURFSIDE, FL, FOR A SINGLE FAMILY
HOUSE; AND PROVIDING FOR A SEVERABILITY
CLAUSE AND AN EFFECTIVE DATE.**

WHEREAS, on April 28, 2016, the Design Review Board approved plans for the construction of a new single family home located at 9408 Bay Drive; and

WHEREAS, pursuant to Section 90-19.9 of the Town Code, a Design Review Board approval is valid for a period of 24 months, until April 28, 2018, during which time a building permit for the principal building must be obtained; and

WHEREAS, Subsection 90-19.9(1) of the Town Code provides that an extension of up to one year may be granted by the Town Commission for good cause, provided the request is submitted prior to expiration of the original approval; and

WHEREAS, Reuven Herssein, on behalf of KTLL, LLC has, prior to the expiration of the existing approval, requested a one year extension of time to obtain building permits; and

WHEREAS, the Town Commission finds that the applicant has demonstrated good cause to support an extension of time during which to obtain a building permit; and

WHEREAS, on March 13, 2018, the Town Commission, at a duly noticed and televised quasi-judicial public hearing, and reviewed the Application and recommendations from its professional staff, the Applicant, and members of the public.

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

SECTION 1. RECITALS AND FINDINGS OF FACT. All recitals set forth above are incorporated into the body of this Resolution as if same were fully set forth herein.

SECTION 2. EXTENSION OF DESIGN REVIEW BOARD APPROVAL. The request to extend the Design Review Board Approval is hereby granted for a period of one year, until April 28, 2019, subject to the following conditions:

1. Pursuant to Section 90-19.9, the Applicant shall secure a building permit for the

project no later than April 28, 2019.

2. All conditions of the remaining approval remain in full force and effect and are incorporated into this extension.
3. This approval does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
4. All applicable state and federal permits shall be obtained before commencement of construction.

SECTION 3. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination by the Town Commission, following a public hearing, that the Applicant is in non-compliance with the Town Code or the conditions of this Approval and has failed to cure, or to provide an acceptable plan to timely cure, the non-compliance.

SECTION 4. SEVERABILITY CLAUSE. In the event any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no way affect the remaining portions of this Resolution, which shall remain full force and effect.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 13th day of March, 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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I, Sandra Novoa, Town Clerk of the Town of Surfside, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 18-____ adopted by the Town Commission at its meeting held on the ____ day of _____, 2018.

Issued: _____

Sandra Novoa, MMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
Quasi-Judicial Hearing
MINUTES
February 13, 2018
6:00 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 6:05 p.m.

B. Roll Call of Members

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

C. Pledge of Allegiance

Police Chief Allen led the Pledge of Allegiance

Vice Mayor Cohen was wished a Happy Birthday.

2. Quasi-Judicial Hearings

A. 9133-9149 Collins Avenue – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF SURFSIDE, FLORIDA; APPROVING A SITE PLAN APPLICATION FOR PROPERTY GENERALLY LOCATED AT 9133-9149 COLLINS AVENUE, SURFSIDE, FL, FOR DEVELOPMENT CONSISTING OF 48 CONDOMINIUM UNITS, 31 HOTEL ROOMS, AND AN 1,100 SQUARE FOOT RESTAURANT AND LOUNGE; AND PROVIDING CONDITIONAL USE APPROVAL FOR THE HOTEL SWIMMING POOLS AND OUTDOOR DINING INCLUDED IN THE SITE PLAN; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mayor Dietch explained the quasi-judicial process and the duties of the Commission.

Town Clerk Sandra Novoa confirmed that compliance with advertising notice requirements have been met.

Town Attorney Mehaffey reported that the applicant's attorney has submitted a letter dated February 13, 2018, disclosing all ex-parte communications with the Mayor, Vice Mayor and Commissioners. The Town Attorney asked members of the Commission if they have had any further ex-parte communications with the Applicant or any objector.

Commissioner Paul stated she had email communications with the applicant's attorney and before she was Commissioner she was involved in saving the seaway and historic preservation. Mayor Dietch has had conversations regarding the subject.

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

Town Clerk Sandra Novoa read the title of the resolution.

Commissioner Gielchinsky arrived at 6:13 p.m. The Town Attorney asked Commissioner Gielchinsky if he had any ex-parte communications with the Applicant or any objector. The Commissioner said yes and explained his communications.

Town Planner Sarah Sinatra presented the item and Town Manager Olmedillo presented changes that were made in the conditions. The applicant's representatives spoke on the item and agreed to the changes in conditions as presented by the Town Manager. A power point presentation was given by the applicant.

The Mayor opened the public hearing.

Public Speakers:

-Victor May spoke about impact fees, reducing lighting from the proposed project, and access to the beach.

-Alfred Ruiz spoke against the project.

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

Commissioner Paul made a motion to defer. The motion died for a lack of a second.

The Commission and applicant discussed the item. The Mayor suggested that impact fees be put on the agenda as a future item.

Commissioner Paul made a motion to extend the meeting not more than thirty minutes. The motion received a second from Commissioner Karukin and all voted in favor.

The Mayor asked the administration not to stack up quasi-judicial meetings against Commissioner meetings but hold it on a separate day.

Mayor Dietch would like adjustments made on Item #12 recovery of recycled materials. He would like 80%; not 50%. The applicant agreed to the 80%. Item #21, adding the name Commission after the word Town' and adding new conditions: (1) all roads impacted by the development be repaired and restored to new condition within 60 days after town certificate of occupancy; (2) immediate repairs on 91st street pointed out by Commissioner Paul; (3) and restricting the use of pesticides brought up by Commissioner Paul.

Commissioner Karukin made a motion to approve with the conditions above. The motion received a second from Commissioner Gielchinsky. The motion carried 4-1 with Commissioner Paul voting in opposition.

The Commission agreed to commence the regular scheduled Commission Meeting.

3. Adjournment

Commissioner Karukin made a motion to adjourn the meeting. Commissioner Gielchinsky seconded the motion and all were in favor. The meeting adjourned at 7:32 p.m.

Respectfully submitted,

Accepted this ____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



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

**February 13, 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 7:36 p.m.

B. Roll Call of Members

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

C. Pledge of Allegiance

Former Mayor Mitchell Kinzer led the Pledge of Allegiance

Vice Mayor Cohen arrived at 7:38 p.m.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Paul wished everyone happy holidays. Commissioner Gielchinsky reminded all about 3rd Thursday Events and as liaison to the Planning and Zoning Board, he relayed a strong message from them regarding impact fees. Commissioner Karukin reminded everyone to pick up after their pets.

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

Commissioner Karukin made a motion to take Items 9A/9C after the consent agenda. The motion received a second from Commissioner Paul and all voted in favor. Vice Mayor Cohen urged everyone to register to vote.

F. Community Notes – Mayor Daniel Deitch

The Mayor recognized Officer Gentile who was selected Officer of the Year for 2017. Also recognized was Parking Operations Manager, Eleanor Joseph, who was selected as Civilian of the Year for 2017. Mayor Deitch announced upcoming community events which can be found in the Gazette and on the Town's website.

G. Tree City USA Nomination – Mayor Daniel Deitch

Town Manager Olmedillo presented the item and congratulated the Public Works Department who is in charge of this program.

H. Certificate of Achievement for Excellence in Finance Reporting from the Government Finance Officers Association (GFOA) – Mayor Daniel Dietch

Town Manager Olmedillo presented the item and the Mayor expressed appreciation to the staff of the Financial Department.

2. Quasi-Judicial Hearings

None.

3. Consent Agenda

Mayor Deitch pulled Items 3A and 3E.

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

Pulled Items: Mayor Dietch corrected a spelling typo on the minutes, page 3 Item 3A “Bershad,” and withdrew Item 3E.

Commissioner Paul made a motion to approve the pulled items from the consent agenda. The motion received a second from Commissioner Karukin and all voted in favor with Vice Mayor Cohen absent.

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.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

4. Ordinances

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.

Town Clerk Sandra Novoa read the title of the ordinance.

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

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

2. Roof Height Modification – Guillermo Olmedillo, Town Manager

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

Town Clerk Sandra Novoa read the title of the ordinance. Commissioner Karukin thanked Town Planner Sinatra and Chair Lecour and the Planning and Zoning Board for their work on this item.

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

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

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.

Town Clerk Sandra Novoa read the title of the ordinance.

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

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

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.

Town Clerk Sandra Novoa read the title of the ordinance.

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

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

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.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Gielchinsky made a motion to defer until the full Commission is present. The motion received a second from Commissioner Karukin. The motion carried 3/0 with Commissioner Paul and Vice Mayor Cohen absent for the vote.

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

Commissioner Gielchinsky made a motion to approve the ordinance. The motion received a second from Vice Mayor Cohen and all voted in favor.

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.

Town Clerk Sandra Novoa read the title of the ordinance. Town Attorney made a correction on page 141 974-A and a correction on page 142.

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

Commissioner Karukin made a motion to approve the ordinance. The motion received a second from Commissioner Paul. The motion carried 4-0 with Vice Mayor Cohen absent for the vote.

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.

Town Clerk Sandra Novoa read the title of the ordinance.

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

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

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.

Town Clerk Sandra Novoa read the title of the ordinance.

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

Commissioner Paul made a motion to defer the item to clarify procedures. The motion received a second from Commission Karukin. The motion was withdrawn by Commissioner Paul and received a second from Commissioner Karukin.

Commissioner Gielchinsky made a motion to approve first reading and direct the Manager to come back on second reading with a cover letter with procedure qualifications per Section 14 of the code to illustrate code compliance standards. The motion received a second from Commissioner Karukin and all voted in favor.

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.

Town Clerk Sandra Novoa read the title of the ordinance.

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

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.

Town Clerk Sandra Novoa read the title of the ordinance. The Town Attorney presented two corrections to the ordinance for second reading.

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

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.

Town Clerk Sandra Novoa read the title of the ordinance.

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

Public Speaker Jennifer Rotker spoke in support of the ordinance.

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.

Town Clerk Sandra Novoa read the title of the ordinance.

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

5. Resolutions and Proclamations

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

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

Town Clerk Sandra Novoa read the title of the resolution.

Commissioner Gielchinsky refrained from voting on his item due to a possible voting conflict.

A traffic engineering representative from CGA provided an update.

Commissioner Karukin made a motion to approve the ordinance. The motion received a second from Commissioner Paul. All voted in favor with Commissioner Gielchinsky refraining from the vote.

Commissioner Karukin requested results of the studies on traffic and costs.

6. Good and Welfare

The Mayor opened the meeting to public speakers.

Public Speakers:

-Clara Diaz Leal spoke about traffic.

-Victor May spoke about transparency.

-Jennifer Rotkel spoke about new buildings and lighting being too bright.

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

The Mayor and members of the Commission addressed the concerns expressed by the public speakers.

The meeting resumed with Item 9A.

7. Town Manager and Town Attorney Reports

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. One-Way Street Project Update – Guillermo Olmedillo, Town Manager
Manager Olmedillo presented the item with visuals. Commissioner Karukin explained that the streets chosen were considered low risk in the event it didn't work out. The Mayor suggested a workshop or special meeting to better inform the public.

The Mayor opened the meeting to public speakers.

-Chana Citron spoke of better communications regarding upcoming workshops/special meetings.

-Victoria Saife spoke of changes in Surfside.

-Mitchell Kinzer spoke in opposition of this project.

-Clara Diaz Leal gave some suggestions for improvement.

The meeting paused for Good and Welfare which is a time certain item.

The meeting resumed and the Commission further discussed the item.

Commissioner Gielchinsky made a motion to approve the Town Manager's recommendations with the provision of (1) a public workshop or special meeting be held within 45 days; (2) that public noticing of that workshop incorporate everything that we have done plus capturing the resident's who live on the avenues in between 89th and 90th Street and report back to the Town Commission within 60 days. The motion received a second from Commissioner Karukin. Commissioner Paul made a friendly amendment that the residents on those blocks be polled. The friendly amendment was not accepted by Commissioner Gielchinsky. The vote was called and all voted in favor.

B. Artificial Grass - Guillermo Olmedillo, Town Manager
Manager Olmedillo gave an update and his recommendations.

Commissioner Karukin made a motion for recommendation #2, to not amend the code to permit artificial grass with a two-year amortization period to be adopted for the removal on existing properties. The motion received a second from Commissioner Paul and the motion carried 4/1 with Mayor Dietch voting in opposition.

C. Recommendations on the Beach Furniture Ordinance and Administrative Policy - Guillermo Olmedillo, Town Manager

Manager Olmedillo presented the item and gave his recommendations. Commissioner Karukin disagreed with some of the Mayor's recommendations regarding sheds on the beach. Commissioner Paul agrees with Commissioner Karukin and is not in favor of sheds on the beach. She also believes the hotels should provide their own trash receptacles.

The Mayor opened the meeting to public speakers.

-Jeffery Platt is against storage on the beaches.

-Jennifer Rotker supports no storage on the beach and also spoke of public trash receptacles being overflowed.

-Jean Jacques Murray owner of Grand Beach Hotel is open to finding a solution.

-Frederiz Mark representing the Grand Beach Hotel, understands the concerns of the residents and would like to work through a solution and offered some suggestions. Commissioner Karukin made a motion to extend his speaking time an additional two minutes. The motion received a second from Commissioner Paul and all voted in favor.

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

The Commission discussed the item further.

Commissioner Karukin made a motion to accept policy amendments #6 and #7, to prohibit storage of beach furniture overnight on the beach. The motion received a second from Vice Mayor Cohen and carried 4/1 with Commissioner Gielchinsky voting in opposition.

D. Surfboard Prohibition – Mayor Daniel Dietch

Mayor Dietch presented the item.

Commissioner Paul made a motion to prepare an ordinance to rescind Section 86-1. The motion received a second from Commissioner Karukin and all voted in favor.

E. Resiliency Fund Requirements for Commercial Development – Mayor Daniel Dietch

The Commission agreed to move forward on the item.

F. Social Media Responses – Guillermo Olmedillo, Town Manager

Duncan Travares and Rachel Pinzer presented the item. The Commission discussed the item and agreed to move forward.

G. Unsolicited Proposal Update – Seeking Direction – Guillermo Olmedillo, Town Manager

The Commission discussed the item.

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

Commissioner Gielchinsky made a motion to continue with the process. The motion received a second from Vice Mayor Cohen. The motion carried 4/1 with Commissioner Karukin voting in opposition.

Commissioner Paul made a motion to move Items 9J/9K next. The motion received a second from Vice Mayor Cohen and all voted in favor.

H. Quality of Life Improvement Initiatives – Commissioner Tina Paul

Commissioner Paul gave a power point presentation.

Vice Mayor Cohen left at 11:39 p.m.

Passing the gavel, Mayor Dietch made a motion to direct Commissioner Paul to present developing turtle friendly literature for the hotels to the Tourist Board. The motion received a second from Commissioner Karukin and the motion carried 4/0 with Vice Mayor Cohen absent. The environmental ordinance will be revisited.

Commissioner Karukin made a motion to extend the meeting an additional ten minutes. The motion received a second from Commissioner Paul and all voted in favor with Vice Mayor Cohen absent.

I. Plastic Bag Legislation – Lily Arango, Town Attorney

The Town Attorney gave an update. The Town Attorney was directed to draft a letter in support of the item and send it to sponsors from the legislature.

J. Zoning in Progress – New Applications or Site Plan Amendments for Properties within H30 and H40 – Guillermo Olmedillo, Town Manager

Manager Olmedillo presented the item.

Neisen Kasdin spoke against the item. Commissioner Gielchinsky made a motion to extend him an additional three minutes speaking time. The motion received a second from Vice Mayor Cohen and all voted in favor. Commissioner Gielchinsky agreed with Mr. Kasdin and is not in favor. The Town Attorney provided more information and saw no problem moving forward.

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

Commissioner Karukin made a motion to move forward. The motion received a second from Commission Paul. The motion carried 3/2 with Commissioner Gielchinsky and Vice Mayor Cohen voting in opposition

K. Unsolicited Proposal Received for Development of “Surfside Civic Center” Located at Town Hall Site and Municipal Parking Lot at 269 93rd Street – Guillermo Olmedillo, Town Manager
Manager Olmedillo presented the item. The Town Attorney confirmed the legal sufficiency.

Commissioner Karukin made a motion to move forward with an advertising period of thirty days. The motion received a second from Commission Paul and all voted in favor.

10. Adjournment

Commissioner Karukin made a motion to adjourn. The motion received a second from Commissioner Gielchinsky and the meeting adjourned at 11:49 p.m.

Respectfully submitted,

Accepted this ____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC



**Town of Surfside
Special Town Commission Meeting
MINUTES**

February 27, 2018

5:30 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

Mayor Dietch called the meeting to order at 5:31pm.

B. Roll Call of Members

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

C. Pledge of Allegiance

Chief Allen led the Pledge of Allegiance

2. Sensible Gun Regulations Urging Resolution

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING ON THE STATE OF FLORIDA, GOVERNOR RICK SCOTT, PRESIDENT DONALD TRUMP, AND THE FEDERAL GOVERNMENT TO REDUCE GUN VIOLENCE IN AMERICA AND HELP PREVENT FUTURE SHOOTINGS BY REQUIRING A BACKGROUND CHECK FOR EVERY FIREARM SALE; SUPPORTING THE PASSAGE OF A RED FLAG LAW; SUPPORTING RAISING THE AGE FOR LEGAL PURCHASE OF FIREARMS, MAGAZINES AND AMMUNITION TO 21; SUPPORTING THE PASSAGE OF LEGISLATION THAT WOULD KEEP MILITARY-STYLE WEAPONS AND HIGH-CAPACITY MAGAZINES AWAY FROM OUR SCHOOLS; AUTHORIZING THE TOWN CLERK TO TRANSMIT THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

** Vice Mayor Cohen arrived at 5:35pm

Mayor Dietch presented the item.

The following public speakers spoke on the item and provided their views:

Jennifer Hill
Judy Martinez
Rodrigo Butori
Dalia Blumstein
Lou Cohen
Jaymy Bengio

All members of the Town Commission spoke about their feeling and opinion on this item and the recent massacre in Parkland.

Commissioner Paul made a motion to approve and include "Universal Background Checks" into the resolution. Commissioner Karukin seconded the motion and all voted in favor.

3. Adjournment

Vice Mayor Cohen made a motion adjourned. The meeting adjourned at 6:04 p.m.
Respectfully submitted,

Accepted this ____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT MARCH 2018

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

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

A. 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. The application was heard at the February 22, 2018 Planning and Zoning Board meeting where it was deferred. Once the applicant revises the plans and staff reviews, it will be scheduled for another Planning and Zoning Board meeting.

IV. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of February 28, 2018, the total number of active, open cases being managed is 217; of these cases, 113 cases are still under investigation and are working towards compliance; 6 cases are on-hold; 27 are in the Special Master hearing queue; 18 cases are in post-Special Magistrate action status; and 53 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: 31 cases have paid/settled through February 28, 2018 for a total collection of \$9,690.
- 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 January 31, 2018 – See Attachment “C”


Police Department

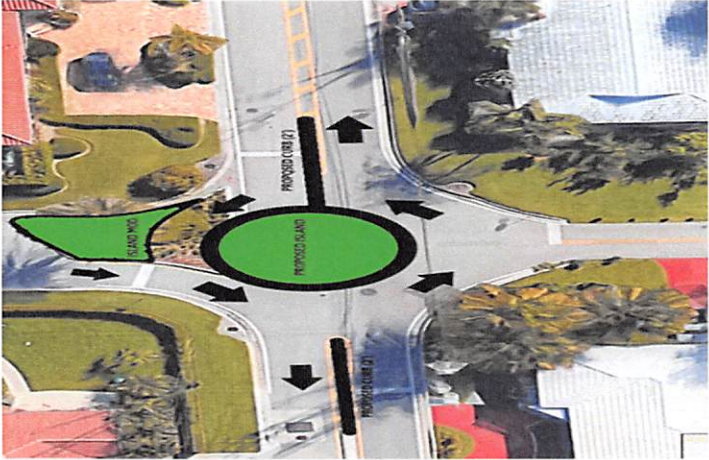
A. February 2018 Significant Incidents/Arrests:

- Auto Burglary - 02/06/2018 between 1859 – 2014 hours: 200 block of 88th Street. This incident is currently under investigation.
- Auto Theft - 02/11/2018 at 2300 hours: 8800 block of Carlyle Avenue. This incident is under investigation.
- Commercial Burglary - 02/19/2018 at 0330 hours: 9500 block of Harding Avenue. This incident is under investigation.
- Aggravated Battery / Hit & Run - 02/09/2018 at 1315 hours: 95th Street and Collins Avenue. This case is currently under investigation.
- Residential Burglary – 2/23/18 at 1021 hours: 9400 block of Bay Drive. 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 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>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 • 9300 block of Abbott Avenue • <u>9500 block of Byron Avenue (second speed bump)</u>
5	<p>Revisit Street Closure</p> <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue 	Town Commission approved a motion against revisiting this item.

<p>6</p>	<p>New Street Closure</p> <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>The following traffic modification Project has been developed to improve the traffic flow at 88th Street and Abbott Avenue.</p>  <p><u>Public Works completed the installation of the pictured vehicular traffic pattern at 88th Street & Abbott Avenue. On March 12, 2018, a 60 day testing period will begin before final approval.</u></p>
<p>7</p>	<p>Loop Detector Installation</p>	<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</p>

		<p>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>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.</p> <p>The Town Administration is evaluating the next plan of action.</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"> ○ 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</p>

		<p>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>At the February 13th, 2018 Town Commission Meeting the Town Administration was granted time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA compliance in the pedestrian lanes and to acquire more data on traffic counts.</u></p> <p><u>A One-Way Streets Town Hall Meeting will be held on March 28th, 2018.</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>On January 29, 2018, the Town Manager held a meeting with CGA Traffic Engineer Eric Czerniejewski, Asst. Town Manager Duncan Tavares, Public Works Director Randy Stokes and Captain Yero to review and discuss the Feasibility Study results.</p>
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	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	The additional parking spaces are located in the following locations:

	<p>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>	<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</p>

		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.
3	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	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.

C. Florida Department of Law Enforcement Uniform Crime Report (UCR):

The Total Crimes decreased by 44% in Surfside from 2016-2017. Violent Crime (Murder, Rape, Robbery, Aggravated Assault) decreased by 50% and Property Crime (Burglary, Larceny, Motor Vehicle Theft) decreased by 43.5%. Total arrests also decreased from 183 in 2016 to 96 in 2017.

	Index Total Crimes	%CH	Violent Crime	%CH	Property Crime	%CH
2007	174	6.1	20	-50	154	24.2
2008	170	-2.3	34	70	136	-11.7
2009	202	18.8	27	-20.6	175	28.7
2010	167	-17.3	13	-51.9	154	-12.0
2011	183	9.6	4	-69.2	179	16.2
2012	167	-8.7	15	275	152	-15.1
2013	123	-26.3	7	-53.3	116	-23.7
2014	158	28.5	4	-42.9	154	32.8
2015	137	-13.3	9	125.0	128	-16.9
2016	182	32.8	12	33.3	170	32.8
2017	102	-44.0	6	-50.0	96	-43.5

D. Police Events:

- o The Bay Harbor Islands Police Department hosted their annual Bike Rodeo on March 3rd at Ruth K. Broad K-8 Center. Officer Lorente participated.

- The annual Miami-Dade LEO Awards event was March 3rd at 5:30 p.m. in Doral. The SPD finalists and command staff attended.
- The Surfside Police Department will host the Northeast Community Traffic Safety Programs (CTST) multiagency traffic enforcement/education operation in support of the FDOT Drive Safe- Aggressive Driving Awareness Campaign on March 13th from 8:00 a.m. to 12:00 p.m. Officer Lorente will attend.
- The North Miami Beach Police Department is hosting a Contemporary Law Enforcement Seminar at FIU on March 15th from 1:00 p.m. to 3:00 p.m. Chief Allen will attend.
- The monthly Bike with the Chief is March 28 at Town Hall at 5:00 p.m.
- Coffee with the Cops is March 29 at Starbucks at 10:00 a.m.

Respectfully submitted:

by: _____

Guillermo Olmedillo, Town Manager



Town of Surfside, FL

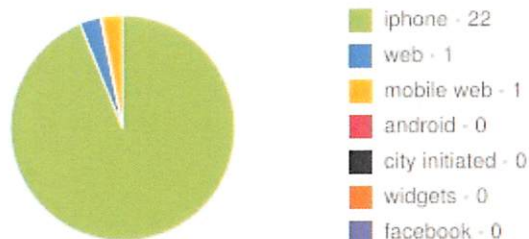
Between Feb 01, 2018 and Feb 28, 2018

24 requests were opened

32 requests were closed

The average time to close was 6.5 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Code Compliance (Violation)	7	18	8.9
Other	7	7	3.2
Beach Issue	4	1	2.0
Utilities (Water/Sewer) (PW)	2	2	1.7
Code Compliance (Safety Concern)	2	2	3.8
Parking Issue	2	2	6.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Community Center (P & R)	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Drainage/Flooding (PW)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0

Feb 01, 2018 to Feb 28, 2018

1 of 2

Hawthorne Tot-Lot (P & R)	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0
Street lights (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



Town of Surfside, FL

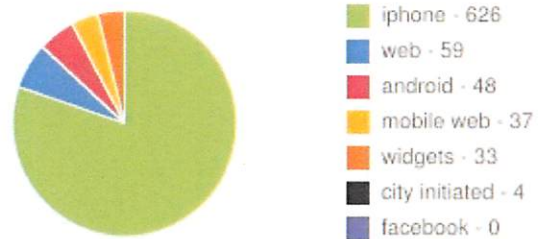
Between Jan 01, 2014 and Feb 28, 2018

807 requests were opened

803 requests were closed

The average time to close was 30.2 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	198	197	24.5
Beach Issue	126	123	25.8
Parking Issue	77	77	3.6
Code Compliance (Violation)	91	91	41.2
Police (Safety Concern)	73	73	8.7
Code Compliance (Safety Concern)	54	54	49.5
Street lights (PW)	39	39	173.1
Utilities (Water/Sewer) (PW)	25	25	10.1
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
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA, 33154-3009
Telephone (305) 861-4863

TO: Town Commission

FROM: Guillermo Olmedillo, Town Manager

DATE: March 13, 2018

SUBJECT: March Social Media Report

The Town's Public Information Representative, Pinzur Communications, recently participated in a social media training hosted by the Florida League of Cities. One of the biggest takeaways from this seminar for municipalities is to use social media in a positive manner with reinforced positive messaging in order to keep residents informed.

Therefore, in keeping with best practices, the Town's Public Information Representative utilizes the social media site Nextdoor to provide residents with continuous updates about upcoming community events, improvement projects, Town Commission meetings and other important topics (Exhibit "A").

For example, over the last month, we learned from our constituents on Nextdoor that the most pressing matters for our residents using the platform included one-way streets, traffic pattern modification on 88th Street, beach chairs and sea turtle lighting. In order to address these concerns, the Town's Public Information Representative researched and posted content pertaining to some of these topics on Nextdoor which can be viewed by all Surfside residents participating on the platform.

It is important to reiterate that the social media site Nextdoor is not a replica of the Town's website and Gazette and should not be viewed as such. To that end, information presented on Nextdoor often refers back to the Town's primary communication tools. The Town Administration encourages residents to find information on the Town's website (www.townofsurfsidefl.gov) and/or by contacting the Town directly.

NEXTDOOR POSTS

2/1- Movie Night Under the Stars on Saturday, Feb. 3

Bring your family and friends to "Movie Night Under the Stars" beginning at 6:30 p.m. this Saturday, February 3 at the 96th Street Park. Our Parks & Recreation Department will screen the "Emoji Movie." Admission is free. Don't forget to bring a picnic blanket! Rain back-up is at the Community Center. For more information, call 305-866-3635.

2/7 – Sweetheart Dance on Friday, Feb. 9

In time for Valentine's Day, the Parks & Recreation Department will host a Sweetheart Dance and all residents (adults and children) are invited to attend. Enjoy light refreshments, music and fun with your special someone from 6:30 to 8:30 p.m. on Friday, February 9. Pre-registration is required by February 8. However, event admission is free. For more information and registration, call (305) 866-3635.

2/8 - Surfside's sand sculpture installation to take place tomorrow, 2/9

The Surfside Tourist Board is proud to present an installation of a sand sculpture in the grassy area behind the Community Center. Artist Marianne Knight will create the sculpture from 8 a.m. to 6 p.m. tomorrow, February 9th. 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.

2/9 – Third Thursdays block party on February 15th

Visit Surfside is gearing up for another edition of Third Thursdays on February 15. Rock out in your favorite sporty attire from the 1980s until today. All ages are invited to come break a sweat and enjoy food trucks with delicious fare available for purchase, live music, aerobics and fitness activities, arts & crafts for kids, and more. Admission is free. Block party festivities to take place from 6:00 to 9:00 p.m. on 95th Street and Harding Avenue. To register, visit <https://www.eventbrite.com/e/third-thursdays-event-series-get-sporty-tickets-41842917292?aff=erelexpmlt>.

2/13 – Town Commission meeting tonight!

With elections next month, be sure to join us for tonight's Town Commission meeting beginning at 7:00 p.m. at Town Hall. For important election information, be sure to pick-up a copy of our February Gazette or visit www.townofsurfsidefl.gov.

2/15 – Our hearts and our thoughts are with the Parkland community...

We are deeply saddened by the tragedy that took place yesterday at Marjory Stoneman Douglas High School in the City of Parkland. At tonight's Third Thursday event, there will be a moment of silence at 7 p.m. out of respect for the lives lost and for those affected by yesterday's shooting. Please join us on 95th Street, between Harding and Collins Avenues.

2/15 – Message from Mayor Dietch

Dear Surfside residents,

We are still trying to make sense of yesterday's tragedy at Marjory Stoneman Douglas High School. Surfside stands strong and ready to assist the survivors, families and first responders in Parkland and those in our own community who now must grapple to make sense of the horror they experienced.

As we have learned, in times of tragedy when our community's resolve is tested, working together is the best approach. Town staff are trained in active shooter response and our Police Department has conducted training at sites including the Ruth K. Broad K-8 Center. Accordingly, representatives of the Surfside Police Department are assisting the Miami-Dade School Police Department by dedicating staff to help safeguard the Ruth K. Broad K-8 Center. This initiative supports existing safety protocols and ongoing active shooter training and annual lockdown drills.

For those students in our community, Miami-Dade County Public Schools has asked that their teachers and counselors engage in communication with students to allow them to express their own fears, grief, concerns or confusion as they attempt to process this horrific event. And please help reinforce the Miami-Dade County Public Schools' request to all those in schools that they must "say something if they see something."

I have been in contact with Dr. Martin Karp, our Miami-Dade County School Board Representative, who advised that those who would personally like to offer their assistance can contact the Broward County Schools Student Services Department at (754) 321-1675.

Should you have any questions or need help identifying resources, please contact the Surfside Police Department at (305) 861-4862. In the meantime, the Town of Surfside will continue to work with our municipal partners at the local, state and federal levels, as well as local and national organizations, to advocate for sensible gun laws to help safeguard our community and our country.

With a heavy heart,

Daniel

=====

Daniel E. Dietch

Mayor

2/19 – Town Hall closed today in observance of Presidents Day

In observance of Presidents Day, Town Hall will be closed today. However, Parks & Recreation facilities will remain open. Thank you.

2/21 – Surfside Beach 5K Run/Walk on Sunday, Feb. 25

Make good on those New Year's resolutions and lace up your running shoes! The Surfside Beach 5K Run/Walk will start at 8:00 a.m. on Sunday, February 25 behind Surfside's Community Center. Register on-site on race day or online by noon tomorrow (2/22) at <https://www.active.com/surfside-fl/running/distance-running/town-of-surfside-beach-5k-run-walk-2018?int=>. Advanced registration is \$25 for adults and \$15 for runners' ages 14 and under. Race day registration is \$35 for adults and \$20 for racers under 14. For more information, contact the Parks & Recreation Department at (305) 866-3635.

2/26 - Important dates for the 2018 Spring Election

The 2018 spring election is fast approaching and we encourage residents to vote and also get involved in our beautiful Surfside community. Please note a number of important election dates for participation:

Thursday, March 1 – A Mayoral Candidates Forum will be held at the Town Hall Commission Chambers at 6:30 p.m.

Tuesday, March 6 – A Commission Candidates Forum will be held at the Town Hall Commission Chambers at 6:30 p.m.

Thursdays, March 8 – There will be a Town Hall meeting at 6 p.m. to provide information on the proposed Charter Amendment that will be on the March 20 Special Election ballot.

Tuesday, March 20 – Voting will take place at Town Hall Commission Chambers, from 7 a.m. to 7 p.m.

If campaigning, please be mindful of the regulations the Town of Surfside has in place for use of campaign signs in both the residential and business districts under our Zoning Codes, Section 90-74, Temporary Signs.

To learn more, pick-up a copy of the February Gazette or visit:

http://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2018-commission-agenda/2018-02-27-special-town-commission-meeting-agenda-packet.pdf?sfvrsn=19b34994_2

2/27 - Sensible Gun Regulations Urging Resolution at Tonight's Special Commission Meeting

The Town of Surfside will hold a special Commission meeting at 5:30 p.m. tonight (Tuesday) to pass an emergency resolution, calling on the State of Florida, Governor Rick Scott, President Donald Trump and the Federal Government to reduce gun violence in America and to help prevent future shootings by accomplishing the following:

*Require a background check for every firearm sale

*Support the passage of a red flag law

*Support raising the age for legal purchase of firearms, magazines and ammunition to 21

*Support the passage of legislation that would keep military-style weapons and high-capacity magazines away from our schools.

If passed, the resolution shall become effective immediately upon its adoption. Residents are encouraged to attend the meeting. For more information, visit:

http://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2018-commission-agenda/2018-02-27-special-town-commission-meeting-agenda-packet.pdf?sfvrsn=19b34994_2

The Town of Surfside is a member of Mayors Against Illegal Guns (MAIG), a national bipartisan coalition of more than 800 mayors, who represent over 58 million Americans. Town Commission has repeatedly passed resolutions urging State and Federal elected bodies to strengthen gun laws meant to protect our community and pledges its continued support in advocating for sensible gun regulations.

2/28 - 88th Street – Traffic Pattern Modification

In our continued effort to make Surfside a safe environment, the Town of Surfside is testing a traffic pattern modification on 88th Street & Abbott Avenue. Construction is currently underway.

The purpose of the traffic pattern modification is to help further reduce traffic speed, prevent traffic intrusion and cut-thru traffic into the residential area from drivers heading north on Byron Avenue, as well as prohibit vehicles from making an illegal U-turn at Abbott Avenue and 88th Street, rather than taking a main roadway such as Collins Avenue.

Furthermore, some drivers have been driving right through the median delineators that were set-up on 88th Street and Byron Avenue; backing up into residents' yards and driveways; or worse; heading westbound in the eastbound lane, into oncoming traffic.

Therefore, the Town of Surfside feels it is necessary to test a new traffic pattern modification, which will commence tentatively on March 12, 2018, ahead of schedule, and will last approximately 60-days. By doing so, the Town of Surfside hopes to help prevent dangerous situations and keep residents safe. Additionally, the intent for the proposed traffic pattern modification is to create better traffic flow and allow people on Abbott Avenue to go south and enter the loop to head east to Harding and Collins Avenues, which previously was not allowed.

Roads in the immediate area are expected to remain open during construction of the trial project, with the exception of intermittent closures.

3/1 - Beach Showers Under Renovation

Please note the beach showers at the end of 89th and 92nd Streets will be undergoing remodeling during March and April. The showers may be closed or have limited access during the construction period.

Also, the beach shower at the end of 96th Street will be undergoing repair and is unavailable until further notice. We appreciate your patience and understanding while we work to make these amenities better for all.

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

AS OF

January 31, 2018

34% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: March 13, 2018

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$ 9,151,178	\$14,598,096	63%
EXPENDITURES	4,371,180	\$14,598,096	30%
Net Change in Fund Balance	4,779,998		
Fund Balance-September 30, 2017 (Unaudited)	8,635,086 A		
Fund Balance-January 31, 2018 (Reserves)	\$ 13,415,084		
TOURIST RESORT FUND			
REVENUE	\$ 182,144 B	\$1,081,553	17%
EXPENDITURES	450,391	\$1,081,553	42%
Net Change in Fund Balance	(268,247)		
Fund Balance-September 30, 2017 (Unaudited)	485,480		
Fund Balance-January 31, 2018 (Reserves)	\$ 217,233		
POLICE FORFEITURE FUND			
REVENUE	\$ 12,620	\$78,192	16%
EXPENDITURES	11,052	\$78,192	14%
Net Change in Fund Balance	\$ 1,568		
Fund Balance-September 30, 2017 (Unaudited)	164,714		
Fund Balance-January 31, 2018 (Reserves)	\$ 166,282		
TRANSPORTATION SURTAX FUND			
REVENUE	\$ 65,200	\$434,250	15%
EXPENDITURES	128,091	\$434,250	29%
Net Change in Fund Balance	(62,891)		
Fund Balance-September 30, 2017 (Unaudited)	457,730		
Fund Balance-January 31, 2018 (Reserves)	\$ 394,839		
BUILDING FUND			
REVENUE	\$ 1,547,960	\$1,657,000	93%
EXPENDITURES	321,563	\$1,657,000	19%
Net Change in Fund Balance	1,226,397		
Fund Balance-September 30, 2017 (Unaudited)	1,805,195		
Fund Balance-January 31, 2018 (Reserves)	\$ 3,031,592		
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-January 31, 2018 (Reserves)	\$ 785,673		

NOTES:

* Many revenues for January 2018 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

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

B. Resort Tax Revenues total collected through January 2018 is \$645,461 (\$217,233 is the Tourist Resort Fund and \$428,228 is the General Fund).

ENTERPRISE FUNDS	ACTUAL
------------------	--------

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

WATER & SEWER FUND

REVENUE	\$ 1,149,780	\$3,677,158	31%
EXPENDITURES	786,439	\$3,677,158	21%
Change in Net Position	363,341		
Unrestricted Net Position-September 30, 2017 (Unaudited)	(498,265)		
Restricted Net Position	1,765,319 C1		
Unrestricted Net Position-January 31, 2018 (Reserves)	\$ 1,630,395 C2		

MUNICIPAL PARKING FUND

REVENUE	\$ 397,342	\$1,203,158	33%
EXPENDITURES	290,296	\$1,203,158	24%
Change in Net Position	107,046		
Unrestricted Net Position-September 30, 2017 (Unaudited)	821,473		
Unrestricted Net Position-January 31, 2018 (Reserves)	\$ 928,519		

SOLID WASTE FUND

REVENUE	\$ 649,263	\$1,767,886	37%
EXPENDITURES	576,595	\$1,767,886	33%
Change in Net Position	72,668		
Unrestricted Net Position-September 30, 2017 (Unaudited)	416,159		
Unrestricted Net Position-January 31, 2018 (Reserves)	\$ 488,827		

STORMWATER FUND

REVENUE	\$ 214,312	\$691,330	31%
EXPENDITURES	145,179	\$691,330	21%
Change in Net Position	69,133		
Unrestricted Net Position-September 30, 2017 (Unaudited)	3,772,536		
Restricted Net Position	347,140 C3		
Unrestricted Net Position-January 31, 2018 (Reserves)	\$ 4,188,809		

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 \$1,630,395 is the result of a change in current net position as of January 2018 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)
1/31/2018

FUND	9/30/2015	9/30/2016	9/30/2017	1/31/2018
General	\$ 5,905,726 \$	7,368,408 \$	8,635,086 \$	13,415,084
Tourist Resort	339,396	363,407	485,480	217,233
Police Forfeiture	113,431	141,755	164,714	166,282
Transportation Surtax	440,662	354,264	457,730	394,839
Building	-	-	1,805,195	3,031,592
Capital Projects	182,903	1,154,352	535,765	785,673
Water & Sewer	(2,705,871)	(2,827,890)	(498,265)	1,630,395
Municipal Parking	1,089,165	1,111,941	821,473	928,519
Solid Waste	340,391	245,941	416,159	488,827
Stormwater	4,051,768	3,392,370	3,772,536	4,188,809
Total	\$ 9,757,571 \$	11,304,548 \$	16,595,873 \$	25,247,253



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: March 6, 2018

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

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

February 6, 2018 - Planning & Zoning Board Meeting/Joint Meeting with Town Commission

February 13, 2018 - Town Commission Meeting

February 22, 2018 - Design Review Board and Planning & Zoning Board

February 27, 2018 - Special Commission Meeting (Gun Violence)

March 5, 2018 - Tourist Board Meeting

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 (including staff workshop on procurement issues), 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
- Unsolicited Proposal (P3) – Town Hall Site
- Code of Ethics and Lobbying Code
- Roof Height Ordinance
- Freeboard Ordinance
- Sign Code Amendment Ordinance
- Various Urging Resolutions
- Amendments to the Town's Purchasing Code
- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Driveway Modifications Ordinance
- Ordinance Banning Plastic Straws and Resolution Establishing Fees/Fines for Violations

- Solar Panel Permitting Ordinance and Resolution Providing for Waiver of Fees and Expediting of Permit Process
- Ordinance Lifting Prohibition on Surfboards
- Ordinance on Building Lengths and Building Separations
- Ordinance Revising Development Application Procedures
- Sensible Gun Reform Resolution
- Plastic Bag Legislation and Analysis
- Tourist Board Agreements
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives ad Legislation
- Election Issues

Litigation:

We 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, ordinance providing for revisions to development application procedures, ordinance on building length and separations, ordinances and resolutions addressing solar panels and plastic straws, interlocal agreements for shuttle services, recycling ordinance, short term rental provisions, sustainability initiates and legislation, election-related issues, and various procurements.



Town of Surfside

PARKS & RECREATION COMMITTEE MEETING MINUTES

January 22, 2018 – 7:00 p.m.

Surfside Community Center
9301 Collins Avenue
Surfside, FL 33154

1. Call to Order/Roll Call

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

The following were present:

Chair Retta Logan
Committee Member Zoya P. Javier
Committee Member Jeffrey Platt
Vice Chair Eliana Salzhauer

Absent:

Committee Member Shlomo Danzinger

Also present:

Tim Milian, Parks and Recreation Director
Tina Paul, Town Commission Liaison
Elizabeth Hopkins, Parks & Recreation Dept. Intern
Elora Riera, Deputy Town Clerk

2. Approval of Minutes: December 18, 2017

Committee Member Platt made a motion to approve the minutes. The motion received a second from Vice Chair Salzhauer and all voted in favor.

3. Family Fun Day Recap

Parks & Recreation Director Milian commented that the event was a great success. There were over 450 participants. The weather was warm but great and they distributed 500 meals. He mentioned that he would like to discuss the option of a kosher menu at the next meeting when Committee Member Danzinger is in attendance.

Vice Chair Salzhauer thought that the programs were great and recommended that the Department continue to incorporate them.

4. Pool Heater

Parks & Recreation Director Milian commented that the pool heater furnace blew on New Years Eve. He and Jackie Villagran worked with the pool company and it was determined that the furnace was not salvageable. Within 14 days, the pool heater was replaced and the pool was running and heated again.

Parks & Recreation Director Milian commended the Jackie on her dedication to getting the issue corrected and her hard work was instrumental in getting the new heater installed in a timely manner. He also thanked the Parks and Recreation staff and the aquatic staff for all the efforts to get the heater back up and running from the day the heater went down to the installation of the new one

Committee Member Platt asked how much the heater cost to replace and where the funds came from and Parks & Recreation Director Milian replied that it cost approximately \$36,000 and it came from the emergency fund.

Vice Chair Salzhauer asked what the lifespan of a heater was and Parks & Recreation Director Milian responded that heaters normally last between 5 to 10 years and the old heater was 8 years old.

5. Hawthorne Tot Lot Update

Parks & Recreation Director Milian commented that the landscape company added some temporary mulch to the playground. The mulch will be completely replaced on January 26th. He is still looking into ideas and speaking with vendors to replace the shade from the tree that went down from the hurricane.

6. Pool Concession

Parks & Recreation Director Milian advised the Committee that the bid closed on January 12th at 2:00 p.m. and there were two bidders. He is going to select the Committee which will consist of three Town staff members and two residents, one of which will be a member from the Parks and Recreation Committee. Parks & Recreation Director Milian hopes to have the Committee created within the next week to ten days. He stated that once the Committee makes their selection it will be submitted to the Town Commission.

Vice Chair Salzhauer asked what the deadline was and Parks & Recreation Director Milian replied that there is no deadline.

Vice Chair Salzhauer commented that in the past with the old vendor, there were issues with guests bringing in their own food. Parks & Recreation Director Milian commented that there were questions and answers provided at the pre-bid meeting and he is not going to get into those details with the Committee, but her concern was addressed and discussed at the pre-bid meeting.

Vice Chair Salzhauer commented that there are some children who have food allergies so there are cases where guests need to bring food for their children. She wants to ensure that there are no changes to the policy.

Parks & Recreation Director Milian commented that it is something that will be discussed with the vendor.

Discussion ensued regarding food not being allowed on the pool deck and not using styrofoam.

Maria Hamaoni commented that she was in attendance because her and her co-workers submitted a bid for the food and beverage concession services.

Parks & Recreation Director Milian advised the Committee and the public that he is not going to answer any specifics with regards to the bid because both of the vendors are not present.

Eli Ginsburg commented that himself and those who were in attendance with him were his team and they are one of the bidders. He commented that they are all residents of the Town and they all have children who attend the Community Center. Mr. Ginsburg said that the previous vendor would not show up to the concession and it would be closed often and it affected the employees of the Town because they count on the food just as much as the residents. A lot of Town staff have told him that they used to buy their lunch from the concession and they counted on it. He put together a group to address that someone will always be there.

A resident of 9473 Carlyle Avenue commented that his kids were at the Community Center today and they had to bring their own food because there was no kosher food available. He would like to see more kosher options at the concession so his kids can eat there.

7. Public Comments

Maria Hamaoni commended Jackie Villagran for her hard work and dedication.

Vice Chair Salzhauer suggested having an exercise or athletic program from tweens.

Discussion ensued regarding tween program ideas.

Parks & Recreation Director Milian thanked Committee Member Platt for his kind words to the Parks and Recreation Committee at the Town Commission meeting on January 9th. Committee Members can watch that portion of the meeting on the Town's website.

Yael Mazhach would like to see a skateboard place or program for kids with skateboards to skate because they skate by her house and she is afraid that there is going to be an accident.

Discussion ensued regarding a skate clinic that the Town hosts and a multi-sport facility in Haulover that is being built.

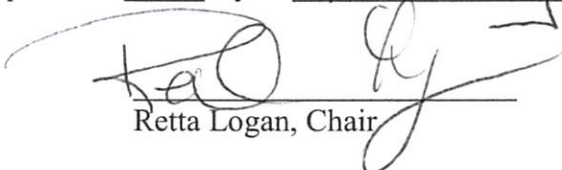
Jonah Salzhauer would like to see a tween program so that the older kids would not be loitering at the park and he would like to see more enforcement at the park because kids horse play too much.

8. Adjournment

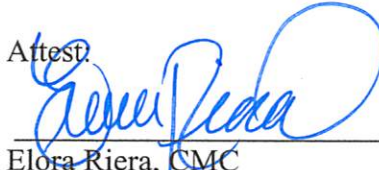
Committee Member Javier made a motion to adjourn the meeting at 7:45 p.m. The motion received a second from Vice Chair Salzhauer and all voted in favor.

Respectfully submitted:

Accepted this 26 day of February, 2018


Retta Logan, Chair

Attest:


Elora Riera, CMC
Deputy Town Clerk



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

January 25, 2018 – 6:00 p.m.
Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

DESIGN REVIEW BOARD

1. Call to Order/Roll Call

The meeting was called to order by Chair Lecour at 6:04 p.m.

The following were present:

Chair Lindsay Lecour
Board Member Brian Roller
Board Member Peter Glynn
Board Member Jorge Garcia
Board Member William Fleck

Absent:

Vice Chair Judith Frankel
Board Member Jorge Gutierrez*

Also present:

Guillermo Olmedillo, Town Manager
Sarah Sinatra Gould, Town Planner
Kathy Mehaffey, Town Attorney
Rosendo Prieto, Building Official
Elora Riera, Deputy Clerk

2. Approval of Minutes – December 7, 2017

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

3. Design Review Board Applications:

A. 900 90th Street – The applicant is requesting to convert their garage to approximately 276 square feet of additional living space.

Town Planner Sinatra presented the item.

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

1. Landscaping shall be placed in front of the converted garage.
2. At Building Permit, plans must be submitted that include a driveway that meets the minimum requirements for 2 parking spaces (either 18' x 18' or 9' x 36').

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

B. 228 89th Street – The applicant is requesting one (1) external illuminated monument sign for existing Casa de Jesus Church.

Town Planner Sinatra presented the item. The Board discussed the item.

Board Member Fleck a motion to approve with the following conditions:

1. At time of building permit, landscaping is required to be supplied at the base of the sign.
2. Narrow the angle of the spot light.
3. Provide a smaller unit direction pointed to the sign.
4. Provide lower wattage for lights.
5. No spillover of lighting shall be permitted off the sign.

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

C. 9149 Byron Avenue – The applicant is requesting replacing their existing asphalt shingle roof with new asphalt shingles.

Town Planner Sinatra presented the item.

The Board discussed the item of asphalt shingle roofs. The roofing contractor answered questions from the Board.

Board Member Roller made a motion to approve. The motion died for lack of a second.

Board Member Glynn made a motion to deny. The motion received a second from Board Member Garcia. The motion carried 4-1 with Board Member Roller voting in opposition.

D. 9471 Harding Avenue – The applicant is requesting one (1) illuminated wall sign for the Lemel Medical Spa. In addition, the applicant is requesting two (2) Permanent Window Signs.

Town Planner Sinatra presented the item.

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

1. Proposed sign shall be off-set from the wall a minimum of one quarter inch to a maximum of two inches to permit rain water to flow down the wall face.
2. The wall face shall be reconditioned and painted as necessary.
3. Conceal all electric.
4. Spillover of lighting to the neighboring signs.

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

Board Member Glynn made a motion to deny the window sign. The motion received a second from Board Member Roller and all voted in favor.

E. 9433 Harding Avenue - The applicant is proposing to replace two (2) existing awnings

with two (2) new vinyl awnings.

Town Planner Sinatra presented the item. The Board discussed the item.

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

F. 8950 Irving Avenue – The applicant is requesting to build a 3,684 square foot two-story new home. (Heard after Item 4A)

Chair Lecour recused herself from this item and passed the hearings over to Board Member Roller.

Town Planner Sinatra presented the item. The architect answered questions from the Board and provided further details. For the record, Town Planner Sinatra clarified the placement of the generator and that notices have been sent as this is a new house. The Board discussed the item.

The public hearing was opened.

Public Speaker Marion Ott spoke on the item. Town Planner Sinatra, the applicant and the Board addressed the questions posed by Ms. Ott. No one else wishing to speak, Board Member Roller closed the public hearing.

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

1. Ordinance on roof height must be approved by Building Permit.
2. At time of Building Permit, submit a Landscape Plan that meets the requirements of Town Code Section 90-95.
3. Driveway material to be verified at Building Permit.

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

G. 9181 Carlyle Avenue – The applicant is requesting to build a 3,300 square foot two-story new home. (Heard before Item 3F)

Town Planner Sinatra presented the item and confirmed that notices have been sent to adjacent areas as this is a new home. The applicant's representative answered questions and provided more details on the project.

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

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

1. Add 1-foot to the structure for freeboard.
2. At time of Building Permit, submit a Landscape Plan that meets the requirements of Town Code Section 90-95.

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

4. Quasi-Judicial Application:

A. Surf Club II 9133-9149 Collins Avenue Site Plan & Conditional Use

Chair Lecour read the process and rulings of a quasi-judicial hearing. Deputy Clerk Elora Riera confirmed that compliance with advertising notice requirements have been met. The Town Attorney asked the DRB and Planning and Zoning Board if anyone had ex-parte communications with the Applicant or any objector. All Board members said no. Deputy Clerk Elora Riera swore in the people who wished to speak on the item.

Town Planner Sinatra gave an illustrated presentation and said there was a conditional use in her report. The applicant spoke on the project, gave further details and answered questions from the Board.

Chair Lecour opened the public hearing.

Public Speaker Jennifer Rotkel spoke of her concerns.

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

*Board Member Gutierrez arrived at 6:50 p.m.

The applicant and the Town Manager addressed Ms. Rokel's concerns.

The Board discussed the item further. Chair Lecour mentioned that this project is larger than usual and requested that the Board revisit impact fees. Town Manager Olmedillo spoke on upgrades of pipe water systems and is working with the Public Works Department. Impact fees are to be added to future agenda items.

Board Member Gutierrez made a motion to move the item to the Planning and Zoning Board with the following conditions:

1. Add 1-foot to the structure for freeboard.
2. At time of Building Permit, submit a Landscape Plan that meets the requirements of Town Code Section 90-95
3. Revisit driveway condition to make it greener.

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

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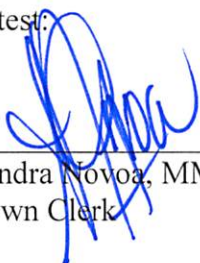
5. Adjournment

There being no further business to come before the Design Review Board, Board Member Gutierrez made a motion to adjourn the meeting. The motion received a second from Board Member Glynn and all voted in favor. Meeting adjourned at 8:24 p.m.

Accepted this 22nd day of February, 2018


Chair Lindsay Lecour

Attest:


Sandra Novoa, MMC
Town Clerk

PLANNING & ZONING BOARD

1. Call to Order/Roll Call

Chair Lindsay Lecour called the meeting to order at 8:24p.m.

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

2. Town Commission Liaison Report – Commissioner Daniel Gielchinsky

The Commissioner gave an update on items discussed at the Commission meeting.

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

Town Planner Sarah Sinatra gave an update report.

4. Approval of Minutes – December 7, 2017

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

5. Quasi-Judicial Application:

Chair Lecour presented the item and read the process and rulings of a quasi-judicial hearing as it is tied in with the DRB meeting of this date. Deputy Clerk Elora Riera swore in the people who wished to speak on the item.

A. Surf Club II 9133-9149 Collins Avenue Site Plan & Conditional Use

Alex Tachman representing the applicant spoke on the item and spoke about the criteria for conditional use.

Chair Lecour opened the public hearing.

Public Speaker Jennifer Rotkel spoke of her concerns regarding disposing of cigarette butts and sea turtle season.

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

The applicant said they will comply with all code compliances. The Board discussed lighting, trash, restaurant parking spaces and number of valets.

Board Member Glynn made a motion to recommend to the Town Commission with conditions as stated in DRB meeting and to add the number of valets and to remake/revise driveways as mentioned at DRB meeting. The motion received a second from Board Member Garcia and all voted in favor with Vice Chair Frankel absent.

6. Local Planning Agency Items

A. Roof Height Modification

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.

Chair Lecour recused herself from this item and passed the hearings over to Board Member Roller. Deputy Clerk Elora Riera read the title of the ordinance. Town Planner Sinatra presented the item.

Board Member Roller opened the public hearing and with no one wishing to speak the public hearing was closed.

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

B. Freeboard Modification

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.

Deputy Clerk Elora Riera read the title of the ordinance. Town Planner Sinatra presented the item.

Chair Lecour opened the public hearing and with no one wishing to speak the public hearing was closed.

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

7. Discussion Items:

A. Discussion on Building Length

Town Planner Sinatra presented the item.

The Board discussed the item and feels it has to be revisited. They are recommending to the Town Commission to enact a moratorium on these properties fronting Collins and Harding Avenues.

B. Amenities on the West Side of Collins Ave. Serving Buildings on the East Side of Collins Ave.

The Board will revisit the item and staff will provide more information.

C. Update on Walkability

Town Manager Olmedillo gave a visual update.

The Board discussed how to better inform the public such as post photos in test area so residents get a better idea/post on barrels and flyers in mailboxes.

D. Future Agenda Items

Photo voltaic incentives

Limitations on aggregations of single family home lengths

Impact fees

E. March Planning & Zoning Meeting Date

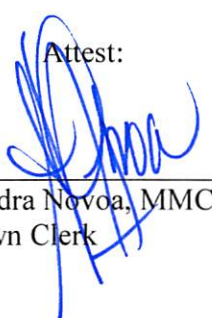
Chair Lecour asked if anyone could attend the next Sustainability Meeting on Feb 2nd and Board Member Glynn said he may be available.

8. Adjournment

There being no further business to come before the Planning and Zoning Board, Board Member Glynn made a motion to adjourn the meeting. The motion received a second from Board Member Roller and all voted in favor. Meeting adjourned at 9:43 p.m.

Accepted this 22nd day of February, 2018

Attest:



Sandra Novoa, MMC
Town Clerk



Chair Lindsay Lecour



Town of Surfside

TOURIST BOARD MEETING MINUTES

February 5, 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 Meischeld
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.

3. Approval of Minutes: January 8, 2018

Board Member Lehman made a motion to approve the minutes. Secretary Meischeld 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 ensued regarding a closed restaurant on Harding Avenue.

Discussion Items

5. Visit Florida Funding: FL Senate initial proposal to cut Visit Florida funding in half – from \$100 million to \$50 million.

Tourism Director Fast stated that the FL Senate proposed to cut the Visit Florida funding in half from \$100 million to \$50 million and the House of Representatives have somewhat echoed the same thing. She said that this change would drastically impact jobs and funding for co-op initiatives.

Board Member Lehman agreed and felt that a letter should be drafted from the Board in opposition of cutting the Visit Florida funding.

Chair Barbara Cohen commented that she would like a motion on this tonight since the legislature will end in two weeks.

Board Member Lehman made a motion to draft a letter in opposition to cutting the funding for Visit Florida on behalf of the Tourist Board, the tourists, businesses and employees in the Town.

Attorney Bierman commented that he is uncomfortable with the Board having a resolution and sending a message without the Town Commission's approval. He recommended that the Board ask the Town Commission to send a letter urging the Florida Legislature to restore the Visit Florida funding.

*Vice Chair Weiss arrived at 5:39 p.m.

Board Member Lehman withdrew his motion.

After some discussion, the Board requested that Staff draft an urging letter in opposition to cutting the funding for Visit Florida for the Board to individually send via email to the Florida Senate.

6. Third Thursdays Update: Recap of January event, looking forward to February and recommended tweaks. Influencer Proposal by Anything but Advertising (Proposal Provided in Agenda Packet).

Tourism Director Fast commented that the first event was held a couple of weeks ago and it was a very cold evening but there was a great crowd. She stated that they are working on some new things to add to the event such as a kosher food truck, additional seating, and varied music. She would like to hear some feedback from the Board members.

Board Member Lehman commented that he would like to see more food trucks to have more food options and that there were not many people in the food area.

Vice Chair Weiss commented that it may be because it is dark in that area and Tourism Director Fast stated that they will be adding some additional lighting in that area.

Secretary Meischeid stated that she heard a few comments about the band being very loud.

Claire Kunzman from "Anything but Advertising" presented a proposal for a social media influencer program. After the presentation, Ms. Kunzman answered questions.

7. Sand Sculpture Update: Recommendation of moving install location to grassy area of Community Center. Sand will be delivered, and re-try for Feb 9th.

Tourism Director Fast stated that she is happy to report that she came up with a contingency plan since the January sand sculpture installation didn't quite work out.

Tourism Director Fast said that sand will be brought in and will be placed in the grassy area of the Community Center. It will be installed on Friday, February 9th. She stated that once it has served its purpose, Public Works has use for the sand and will remove it.

Vice Chair Weiss asked if the tourists will be able to access the sculpture and Tourism Director Fast replied that it will be available for viewing 24/7.

Board Member Ness asked if the Police will be aware of the sculpture and Tourism Director Fast replied that they will be aware of it.

8. Paddle-Topia Update: Recommended dates of May 19th + 20th and other updates provided by Sara Liss.

Tourism Director Fast commented after speaking with Parks & Recreation Department, she is proposing May 19th and 20th for the 2-day event. Sara Liss will be providing an update on the event.

Sara Liss presented a PowerPoint to the Board of the Paddle-Topia event and how the event will look. After the presentation, Ms. Liss answered questions.

9. Tourism Business Enhancement Program: Recap of January 31st meeting at Araxi Burger.

Tourism Director Fast provided an overview of Business Enhancement event that took place on January 31st at Araxi Burger. There were three subject matter experts who presented tips, tools, and best practices ideas. There was good engagement and questions by the businesses. She gave credit to Marketing & Special Projects Coordinator Trigueros who visited the businesses three times in order to ensure that all businesses were aware of the event. Ten businesses RSVP'd and six businesses attended.

Discussion ensued regarding the engagement of the property owners of the local businesses.

10. New York City Press Trip: Recap of PR visit of desk side interviews + GMCVB event January 30th by Pinzur Communications.

Rachel Pinzur of Pinzur Communications provided an overview of her trip to New York for the Greater Miami Convention Visitors Bureau Press Reception event. She met with many people as well as press. She has scheduled and continues scheduling interviews with journalists to promote the Town. Ms. Pinzur has reached out to 77 members of the media so far and is receiving great feedback.

11. Contingency Fund Update: Current Status of Contingency Fund.

Tourism Director Fast provided a contingency fund handout to the Board. She explained each line item on the contingency fund and stated that there is \$21,350 available for the remainder of the year.

Board Member Ness inquired about the sand sculptures and asked if they can see how the first one is and then determine whether to move forward with the second one and Tourism Director Fast replied that is what was approved by the Board.

12. Lifeguard & Lifeguard Stand: Update on Process.

Tourism Director Fast commented that the Parks and Recreation Department is still looking into the costs. This will be an item on the Parks and Recreation Committee meeting agenda in March. She asked that a representative of the Tourist Board attend the Parks and Recreation meeting with her in case there are questions.

13. Marketing the Destination & Adopted 5-Year Tourism Plan (FY 2013/14-FY 2017/18): Recommendation to proceed with 3-Year Marketing Agreement.

Tourism Director Fast commented that the 5-year tourism plan was from FY2013-2014 through this year which means that they are in the last year of the plan. She is proposing that moving forward, it would benefit the Board to have a 3-year plan and start the conversation for an RFP.

Secretary Meischeid made a motion to direct Staff to create an RFP for a 3-year plan. Vice Chair Weiss seconded the motion which passed 5-0 on roll call vote.

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

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

15. Public Comments

Tourism Director Fast asked that the Board please do their part in RSVP'ing to Deputy Clerk Riera for meetings to ensure a quorum.

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 7:18 p.m.

Respectfully submitted:

Accepted this 5th day of March, 2018

Attest:


Elora Riera, CMC
Deputy Town Clerk


Barbara Cohen, Chair



Town of Surfside
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda Item # – 3E

Date – March 13, 2018

Subject – Fourth of July Fireworks

Background – The Town of Surfside has previously contracted each year for the July 4th Fireworks, with a reputable fireworks company, known nationwide, to execute the fireworks display. The fireworks will occur on July 4th at 9:00 pm for a 12 - 14-minute display consisting of 640 2inch shells and 1300 multi shot cases.

Analysis – The Community Center will host an all-day event concluding with a capstone display of Fireworks, by a national fireworks company that understands the importance of providing top-notch quality service. In addition to the fireworks display, other activities planned for the Fourth of July celebration include: live band, swim races, DJ/emcee, giveaways, children arts and crafts, and raffles.

Budget Impact – Total cost of the fireworks display is \$12,000 and is in the 2017-2018 Budget "Promotional Activities" account for \$8,000 and the Resort Tax Fund for \$4,000. The budget impact is the secured dollar amount from the Town of Surfside 2017 contract.

Staff Impact – N/A

Recommendation – Staff recommends a motion to approve the resolution authorizing the contract for the fireworks display of \$12,000 be approved.



Guillermo Olmedillo, Town Manager



SW/TM/MG

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, APPROVING AN
AGREEMENT WITH ZAMBELLI FIREWORKS
MANUFACTURING CO. FOR THE TOWN'S FOURTH OF
JULY FIREWORKS DISPLAY; PROVIDING FOR
AUTHORIZATION AND IMPLEMENTATION OF THE
AGREEMENT; PROVIDING FOR WAIVER OF
COMPETITIVE BIDDING PROCEDURES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on July 4, 2018, the Town of Surfside ("Town") will host an all-day community event at the Community Center, which concludes with a fireworks display ("Fourth of July Event"); and

WHEREAS, for several years, the Town has contracted with Zambelli Fireworks Manufacturing Co. ("Zambelli") to provide the fireworks display at the Fourth of July Event and is pleased with Zambelli's performance; and

WHEREAS, Town Staff recommends that the Town continue working with Zambelli to provide the fireworks display for the Fourth of July Event; and

WHEREAS, Zambelli has provided a proposal for a fireworks display (the "Services") at the 2018 Fourth of July Event and has agreed to provide the Services as provided for in the Contract and Agreement, together with Addendum, collectively attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the Town conducted a good faith review of available sources as to price, delivery and terms, and wishes to waive competitive bidding for the Services 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 Services and ensure provision of the fireworks display for the Fourth of July Event; and

WHEREAS, pursuant to Section 3-13(7)(c) of the Town's Code, the Town Commission recognizes that the Services provided by Zambelli are exempt from the competitive procurement requirements of Chapter 3 of the Town's Code as they are a performing artist and entertainer benefitting the citizens of Surfside and the general public at the Fourth of July Event, which is a Town function; and

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

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

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

Section 2. Approval and Authorization; Waiver of Competitive Bidding. The Agreement between the Town and Zambelli, 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 obtain the Services and ensure provision of the fireworks display for the Fourth of July Event. Furthermore, pursuant to Section 3-13(7)(c) of the Town’s Code, the Town Commission recognizes that the Services provided by Zambelli are exempt from the competitive procurement requirements of Chapter 3 of the Town’s Code as they benefit the citizens of Surfside and the general public at the Fourth of July Event, which is a Town function.

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 shall become effective immediately upon adoption.

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

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Zambelli FIREWORKS

Fireworks Proposal Town of Surfside, FL July 4th, 2018



Zambelli Fireworks
Tony Sawdey- Project Manager
218-820-2372
Boca Raton, Florida



FIREWORKS PROPOSAL

Show Date: July 4, 2018

All inclusive Budget and Duration: \$12,000, 12-14 minute
Hand fired display

Location: 9301 Collins Ave- Surfside, FL

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Permits: Zambelli Fireworks will work with the local Fire, Police and the environmental groups to secure all needed security and safety plans.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Terms: 50% deposit at signing of the contract. Balance due at completion of each display, as invoiced by Zambelli

Zambelli

FIREWORKS

Detailed Plan For the Fireworks Display

Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention... "The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **30 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display. The intensity will continue to grow until.... **12 Minutes.**

...the **GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky. **30-45 seconds.**

Zambelli

FIREWORKS

Shell Listings by Segment

Opening:

30- 2 inch color finale shells
10- 2 inch Salute finale shells

Body:

300- 2 inch assorted colors and effects

15- Multi shot devices totaling 1350 shots

Grand Finale:

240- 2 inch color finale shells
60- 2inch salute finale shells

<u>Total aerial shells and Effects</u>	1990
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Zambelli

FIREWORKS

Zambelli Fireworks Team

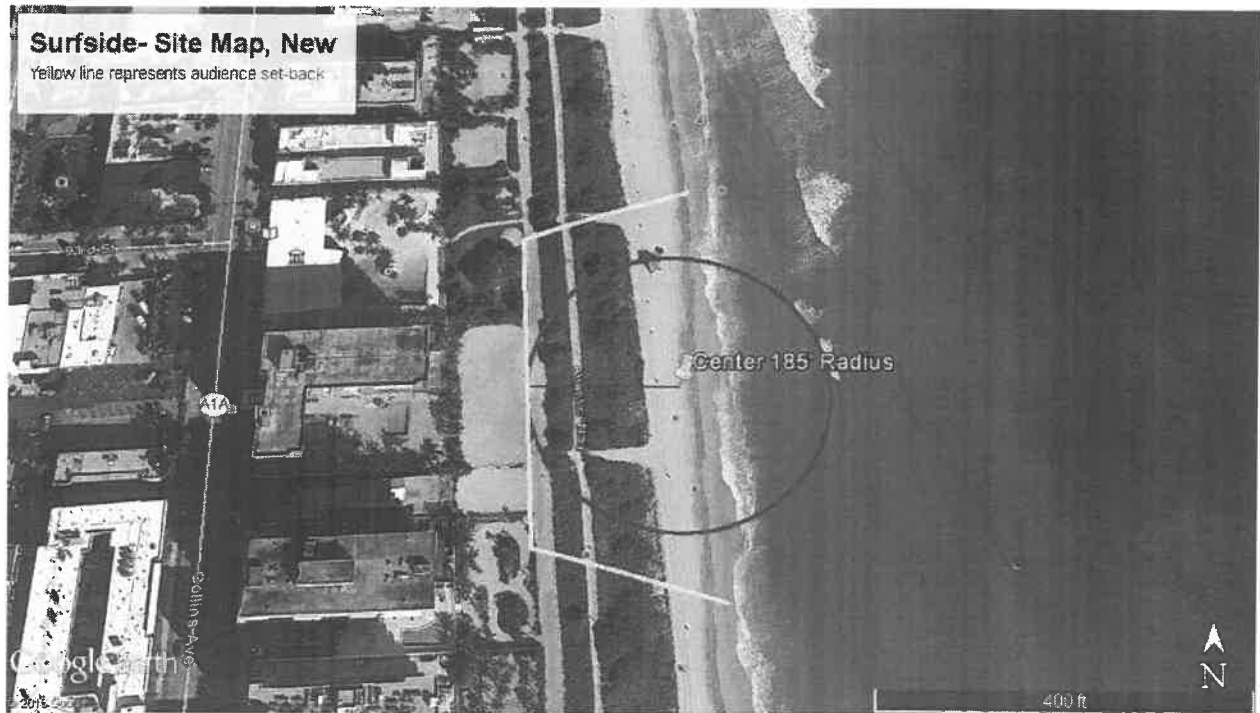
Danielle Fredrickson

Office Manager/ Inside Sales/
Customer Service
Office: 561-395-0955
dfredrickson@zambellifireworks.com

Tony Sawdey

Project Manager/ Sales/
Certified Technician
Cell: 218-820-2372
tsawdey@zambellifireworks.com

Proposed Launch Site



ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of **this 13th day of February, 2018**, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Town of Surfside, FL (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a **12 minute** fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 4, 2018

Postponement Date: _____

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$12,000** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. This Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
- 12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
 - 13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 - 14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 - 15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
 - 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 - 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 - 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
 - 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 - 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of,

or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to: **Town of Surfside 9293 Harding Ave. So.- Surfside, FL 33154**
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

PRINT _____

PRINT _____

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

1 West Camino Real Blvd. Ste 100

Boca Raton, FL 33432

561-395-0955

FAX 561-395-1799

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

**ADDENDUM TO CONTRACT AND AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
ZAMBELLI FIREWORKS MANUFACTURING CO.**

2018 FOURTH OF JULY FIREWORKS DISPLAY

THIS ADDENDUM TO CONTRACT AND AGREEMENT (“Addendum”) is made and entered into as of this ____ day of _____, 2018, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town” or “Client”) and **ZAMBELLI FIREWORKS MANUFACTURING CO.**, a Pennsylvania Corporation (hereinafter referred to as “Zambelli” or “Contractor”).

WITNESSETH:

WHEREAS, the Town and Contractor wish to enter into that certain Contract and Agreement, and this Addendum, for the purpose of Contractor providing a 12-minute fireworks display on July 4, 2018 at the Town of Surfside Community Center located at 9301 Collins Avenue, Surfside, Florida 33154 (“Premises”), (hereinafter, the “Agreement”); and

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

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

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

as it deems necessary or prudent.

- 4.2. Commercial General Liability coverage with limits of liability of not less than a \$10,000,000 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 \$10,000,000 each.
- 4.3. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.
- 4.4. Business Automobile Liability with minimum limits of \$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.
- 4.5. Transportation Liability Insurance with minimum limits of \$5,000,000 per Occurrence as required by the United States Department of Transportation.
- 4.6. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- 4.7. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the

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

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

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

5. **Indemnification.** 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 or destruction of any property which may occur or in any way grow out of the Display or services and any negligent act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Town as a result of any claim, demands, and/or causes of action. Nothing in this indemnification or the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

6. **Notices/Authorized Representatives.** 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: Zambelli Fireworks Manufacturing Co.
 Attention: Tony Sawdey, Project Manager
 1 West Camino Real Blvd., Suite 100
 Boca Raton, FL 33432

7. **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.

8. **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:
- 8.1. 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.
 - 8.2. 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.
 - 8.3. 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.
 - 8.4. 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.
 - 8.5. 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.
 - 8.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
 - 8.7. 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

9. **Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the Display, deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Display and services under the Agreement.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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 the Display. The Contractor agrees and represents that any approved subcontractors possess the requisite skills to perform the Display and that the Display 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.

15. Paragraph 3 of Agreement. Paragraph 3 of the Agreement is replaced in its entirety as follows:

“Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.”

All insurance shall be provided by Contractor as set forth in Section 4 of this Addendum.

16. Paragraph 9 of Agreement. Paragraph 9 of the Agreement is stricken in its entirety.

17. Paragraph 10 of Agreement. Paragraph 10 of the Agreement is replaced in its entirety as follows:

“It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.”

18. Paragraph 11 of Agreement. Paragraph 11(e) of the Agreement is stricken in its entirety. No Additional Third Party Charges will be imposed for cancellation of the Display.

19. Paragraph 15 of Agreement. Paragraph 15 of the Agreement is stricken in its entirety.

20. Paragraph 17 of Agreement. Paragraph 17 of the Agreement is stricken in its entirety.

21. Paragraph 18 of Agreement. Paragraph 18 of the Agreement is replaced in its entirety as follows:

“If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more.”

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

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

<p>ATTEST:</p> <p>_____</p> <p>Town Clerk</p>	<p>TOWN:</p> <p>TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>APPROVED AS TO LEGAL FORM AND SUFFICIENCY:</p> <p>_____</p> <p>Town Attorney</p>	
	<p>Contractor</p> <p>ZAMBELLI FIREWORKS MANUFACTURING CO., a Pennsylvania corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>



Town of Surfside
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda Item # 3F

Agenda Date: March 13, 2018

Subject: Document Scanning

Background: It was determined that the Town of Surfside building files and plans were still of significant historic value to each property given the level of interest in the properties and the volume of work experienced at present.

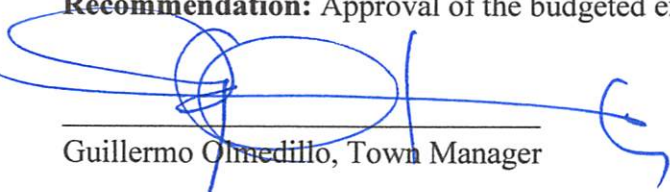
Analysis: Scanning all existing building plans and building department documents, publishing to the Town website would create convenient public records access to end users including residents, property professionals, design professionals and government agencies. The continued use of departmental resources on public records requests and the handling of increasingly perishable plans would be eliminated. A gain in CRS points for open access of electronic documents and ease of public use would increase departmental efficiency and productivity. We are respectfully requesting the vendor and agreement to be approved by Resolution, and the fact that the Town obtained quotes from four vendors and selected Blue Digital Corp. based on the existing agreements with other municipalities ("piggy back").

- Carahsoft Iron Mountain: Estimated total project price \$151,535.94
- DocsCapture: Estimated total price \$81,000
- GRM Digital: Estimated total price \$50,891

Budget Impact: Document scanning in the amount of \$67,380.58 is funded in the fiscal year 2017-18 Building Fund, account number 150-2500-524-3110. An annual scanning fee of \$9,997.25 for all future submitted documents is also requested from the fiscal year 2017-18 Building Fund, account number 150-2500-524-3110.

Staff Impact: Document files are prepared by staff prior to vendor pick up.

Recommendation: Approval of the budgeted expenditure.


Guillermo Omedillo, Town Manager

MG/AM/ RP


RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING AN
AGREEMENT WITH BLUE DIGITAL CORP. FOR
DOCUMENT SCANNING SERVICES FOR THE BUILDING
DEPARTMENT; PROVIDING FOR AUTHORIZATION
AND IMPLEMENTATION OF THE AGREEMENT; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside (“Town”) wishes to engage Blue Digital Corp. (“Contractor”) for document scanning and imaging services for all records and plans of the Building Department; and

WHEREAS, pursuant to Section 3-13(3) of the Town’s Purchasing Code, the purchase of the services is exempt from competitive bidding or solicitation as the contract was previously competitively procured per Miami-Dade County Bid No. 8254-1/22 and City of Sunny Isles Beach Contract No. C1213-045, under which terms and pricing were solicited by other governmental agencies; and

WHEREAS, Contractor has agreed to provide the services based on the terms and pricing set forth in Miami-Dade County Bid No. 8254-1/22 and City of Sunny Isles Beach Contract No. C1213-045, including scanning and imaging of all existing Building Department records and plans in accordance with the estimate attached hereto as Exhibit “A”, and provide annual services thereafter in accordance with the estimate attached hereto as Exhibit “B”, all pursuant to the Agreement attached hereto as Exhibit “C” (“Agreement”); and

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

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

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

Section 2. Approval and Authorization. The Agreement between the Town and Contractor, substantially in the form attached hereto as Exhibit “C”, 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 Building Official, and Town Attorney for legal sufficiency.

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

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

PASSED AND ADOPTED this 13th day of March, 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

Blue Digital Corp.

7290 NW 7th Street - Unit 108
 Miami, FL 33126
 Ph: 305. 262-4920
 Fax: 305.262-4922

Estimate

Date	Estimate No.
9/20/2017	4109

Name/Address

Town of Surfside
 9293 Harding Avenue
 Surfside, Florida 33154
 ATTN: Ross Prieto

Description	Qty	U/M	Rate	Total
Scan to 300 DPI B/W Tiff , 8.5x11, 8.5x11, 11x17	161,721	ea.	0.025	4,043.03T
Scan to 300 DPI B/W Tiff 24x36, 30x42, 36x48	123,354	ea.	0.28	34,539.12T
Indexing per Indexing field	728,805	ea.	0.01	7,288.05T
OCR - Optical Character Recognition	285,075	ea.	0.025	7,126.88T
Document Preparation to include Staple & Clip Removal, taping, recopying, de-creasing, separating	1,000	hr	12.00	12,000.00T
Burn DVD and covert to Laserfich Breifcase Format	30	ea	12.50	375.00T
Shredding Services	462	ea	4.25	1,963.50T
Pickup Boxes at the City of Surf Side and deliver to Blue Digital	1	ea	45.00	45.00T
Note: There is no additional cost for storing the documents at our facility while the job is being scanned				
Exempt Sales			0.00%	0.00
SIGNATURE _____			Total	\$67,380.58
FED TAX ID#05-0528104				

Blue Digital Corp.

7290 NW 7th Street - Unit 108
 Miami, FL 33126
 Ph: 305. 262-4920

Estimate

Date	Estimate No.
2/16/2018	4194

Name/Address

Town of Surfside
 9293 Harding Avenue
 Surfside, Florida 33154
 ATTN: Ross Prieto

Description	Qty	U/M	Rate	Total
Boxes:25				
Scan to 300 DPI B/W Tiff , 8.5x11, 8.5x11, 11x17	55,000	ea.	0.025	1,375.00T
Scan to 300 DPI B/W Tiff 24x36, 30x42, 36x48	7,100	ea.	0.28	1,988.00T
Indexing per Indexing field	62,100	ea.	0.01	621.00T
OCR - Optical Character Recognition	62,100	ea.	0.025	1,552.50T
Document Preparation to include Staple & Clip	265	hr	12.00	3,180.00T
Removal, taping, recopying, de-creasing, separating				
Burn DVD and covert to Laserfich Breifcase	40	ea	12.50	500.00T
Format				
Shredding Services	179	ea	4.25	760.75T
Pickup Boxes at the City of Surf Side and deliver to Blue Digital	1	ea	20.00	20.00T
Note: There is no additional cost for storing the documents at our facility while the job is being scanned				
Exempt Sales			0.00%	0.00
SIGNATURE _____			Total	\$9,997.25
FED TAX ID#05-0528104				

AGREEMENT FOR DOCUMENT SCANNING SERVICES BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND BLUE DIGITAL CORP.

THIS AGREEMENT FOR DOCUMENT SCANNING SERVICES (hereinafter referred to as the "Agreement") is made this ____ day of _____, 2018, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida Municipal Corporation (hereinafter referred to as "Town"), and **BLUE DIGITAL CORP.**, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), with its principal place of business at 7290 N.W. 7 Street, Suite 107, Miami, Florida 33126 and whose Federal I.D. # is _____.

RECITALS

WHEREAS, the Town of Surfside, Florida ("Town") is in need of a Contractor to provide document scanning and imaging services for the scanning, storage and retrieval of existing archival, long term and permanent records for the Building Department, including existing building plans, permit records and Building Department documents ("Services"), as well as future and ongoing annual services for records (Annual Services"); and

WHEREAS, Contractor was previously selected as the successful bidder in response to Miami-Dade County Bid No. 8254-1/22 and was awarded a contract for reproduction and binding services; and

WHEREAS, Contractor was previously selected and entered into a contract with the City of Sunny Isles Beach, pursuant to the Miami-Dade County Bid No. 8254-1/22, for document scanning services; and

WHEREAS, the Town wishes to enter into this Agreement with Contractor utilizing the same terms, conditions and pricing as Miami-Dade County Bid No. 8254-1/22, and the City of Sunny Isles Beach Contract No. C1213-045 for document scanning services, and in accordance with Estimate No. 4109 for the Services attached hereto as Exhibit "A" and Estimate No. 4194 for the Annual Services attached hereto as Exhibit "B"; and

WHEREAS, pursuant to Section 3-13(3) of the Town's Procurement Code, purchases made under state, county or other governmental contracts, or competitive bids with other governmental agencies are exempt from the Town's competitive bidding procedures; and

WHEREAS, Contractor agrees to provide the Services to the Town utilizing the same terms, conditions and pricing as Miami-Dade County Bid No. 8254-1/22, and City of Sunny Isles Beach Contract No. C1213-045, for document scanning services, which are incorporated herein by reference; and

WHEREAS, the Town desires to enter into a contract with Contractor to provide the Services to the Town in an amount not to exceed \$67,380.58 for all existing documents, and an annual fee thereafter of \$9,997.25 for ongoing and future scanning of documents.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein name, the parties agree as follows:

1. **RECITALS.** The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.

2. **SERVICES.** Contractor agrees to provide the Services, and Annual Services, pursuant to the terms, conditions and pricing contained in Miami-Dade County Bid No. 8254-1/22, and the City of Sunny Isles Beach Contract No. C1213-045, which are incorporated herein by reference and made a part hereof.

3. **TERM.** Subject to the provisions relating to the termination of this Agreement as set forth in Section 10 hereunder, this Agreement shall commence on the date of execution of this Agreement by the Town subsequent to approval by the Town Commission and shall end one (1) year thereafter. The Services, including scanning, imaging and archival of all existing records, shall be completed within one (1) year of execution of this Agreement. Annual Services shall be provided bi-annually or every six (6) months, or as otherwise directed by the Town. The Town, at its option, may extend or renew the term of this Agreement for additional one-year terms for the provision of Annual Services.

4. **RENEWAL.** Prior to, or upon completion of the initial one year term, the Town shall have the option to renew this Agreement for three (3) additional one-year renewal terms for the Annual Services.

5. **COMPENSATION.** As the entire compensation for the Services under this Agreement during the initial one (1) year term, the Town shall pay Contractor an amount not to exceed \$67,380.58 for the performance of the Services. The above amount includes a one-time amount not to exceed \$67,380.58 for scanning of all existing plans, permitting files, and other documents and records of the Building Department. In addition to said amount, Town, at its election, shall pay Contractor an annual amount not to exceed \$9,997.25 for scanning of ongoing/current or future files and documents for FY 2018-2019 and subsequent fiscal years. Payment to Contractor for all charges and tasks under this Agreement shall be in accordance with this Agreement and the schedule of charges or unit prices set forth in the Estimates attached hereto as Exhibit "A" and Exhibit "B."

In the event the Town elects to renew this Agreement for subsequent fiscal years, the Town shall pay the Contractor an amount not to exceed \$9,997.25 per year during each one-year renewal term for all charges and tasks under this Agreement, in accordance with this Agreement and Estimate for Annual Services attached hereto as Exhibit "B". All charges under this Agreement shall be made under the following conditions:

a. **Disbursements.** There are no reimbursable expenses payable to Contractor and associated with this Agreement.

b. **Payment Schedule.** Contractor will bill Town monthly for all Services completed for the prior month. Invoices received from the Contractor pursuant to this Agreement will be

reviewed by the Town Building Department. If Services have been rendered in conformity with the Agreement, the invoice will be sent to the Town Manager for final approval and the Finance Department for payment. Invoices must reference the contract number assigned hereto. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

c. Availability of Funds. The Town's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and budgeting of the Services and Annual Services by the Town Commission. In the event the Town Commission fails to appropriate and/or budget funds for the particular purpose of this Agreement during any year of the term hereof, then this Agreement shall be terminated upon ten (10) days written notice and the Contractor shall be compensated for the Services satisfactorily performed prior to the effective date of termination.

d. Final Invoice. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the Town. This certifies that all services have been properly performed and all charges and costs have been invoiced to the Town. Since this account will thereupon be closed, any other additional charges, if not properly included on this final invoice, are waived by the Contractor.

Contractor shall make no other charges to the Town for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the Town. If the Town disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor. Contractor shall not pledge the Town's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

6. **ADDITIONAL SERVICES.** All payments to Contractor shall be based on invoices submitted to the Town. The Town shall only reimburse Contractor for services authorized pursuant to this Agreement. Any additional work or services performed by Contractor that is outside the scope of Services contained herein shall be required to be pre-authorized and approved in advance in writing by the Town Manager or his designee. In the event the Contractor performs work or services that it outside the scope of Services, and does not obtain the required pre-authorization and approval in writing from the Town Manager or his designee, then the Town shall not be under any legal obligation to reimburse Contractor for said additional services.

7. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Contractor is an independent contractor and shall be treated as such for all purposes. Nothing contained in this Agreement or any action of the parties shall be construed to constitute or to render the Contractor an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent contractor other than those obligations which have been or shall have been undertaken by the Town. Contractor shall be responsible for any and all of its own expenses in performing its duties as contemplated under this Agreement. The Town shall not be responsible

for any expense incurred by the Contractor. The Town shall have no duty to withhold any federal income taxes or pay Social Security services and that such obligations shall be that of the Contractor, other than those set forth in this Agreement. Contractor shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this Agreement.

8. OWNERSHIP AND ACCESS TO RECORDS; PUBLIC RECORDS

A. Contractor acknowledges and agrees that all data, information and materials prepared by Contractor and accepted and paid for by Town and all 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).

B. All records, books, documents, data, deliverables, papers and financial information (the “Records”) that result from Contractor providing the Services to the Town under this Agreement shall be the property of the Town.

C. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with its 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.

D. 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.

E. Unless otherwise provided by law, any and all records, including but not limited to reports and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

F. 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 Contractor to the Town Manager and/or his designee, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the

public records have been delivered upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

G. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

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

Custodian of Records: SANDRA NOVOA

TOWN CLERK

Mailing address: 9293 Harding Avenue

Surfside, Florida 33154

Telephone number: (305) 861-4863 Ext. 226

Email: snovoa@townofsurfside.fl.gov

9. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless, the Town, its officers, agents and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, agents or other personal entity acting under Contractor's control in

connection with the Contractor's performance of Services pursuant to this Agreement and to that extent the Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the Town in defense of such claims and losses, including appeals. The parties agree that ten percent (10%) of the total compensation is a specific consideration from the Town to the Contractor for this indemnity.

10. TERMINATION.

A. Termination of Cause. If, through any cause within its reasonable control the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the Town shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the Town shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days, the Town may terminate this Agreement.

(i) In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor(s)) shall be delivered to the Town and the Town shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Paragraph 5 herein.

(ii) Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the Town for damages sustained by it by virtue of a breach of this Agreement by Contractor and the Town may reasonably withhold payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the Town from the Contractor is determined.

B. Termination for Convenience of Town. The Town may, for its convenience and without cause terminate the Services then remaining to be performed at any time by giving written notice which shall become effective thirty (30) days following delivery of notice to Contractor. The terms of Paragraphs A (i) and (ii) above shall be applicable hereunder.

C. Termination for Insolvency. The Town also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

11. ASSIGNMENTS, TRANSFERS, SUBCONTRACTING. The Contractor shall not subcontract, assign or transfer any work or Services under this Agreement without the prior written consent of the Town. Should the Contractor subcontract any services under this Agreement, it shall be done with continued liability for the Contractor. The Contractor shall remain responsible for services, responsibilities and liabilities of any person or entity acting under Contractor.

12. **ATTORNEYS' FEES; 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.

13. **ARBITRATION.** Intentionally Deleted.

14. **CONFIDENTIAL INFORMATION.** The Contractor shall not, either during the term of this Agreement or any time for a period of ten (10) years subsequent to that date upon which the Contractor shall stop providing services to the Town for any reason whatsoever, disclose to any person or entity, other than in the discharge of the duties of the Contractor under this Agreement, any information which the Town designates in writing as "confidential". As a violation by the Contractor of the provisions of this section could cause irreparable injury to the Town and there is no adequate remedy at law for such violation, the Town shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Contractor in a court of equity for violating such provisions.

15. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the Town: Town Manager
 Town of Surfside
 9293 Harding Avenue
 Surfside, Florida 33154
 Tel: (305) 792-1701

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

If to the Contractor: Wayne O. Barclay, President
 Blue Digital Corp.
 7290 N.W. 7th Street, Suite 107
 Miami, FL 33126
 Tel: (305) 262-4920

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation shall be in Miami-Dade County, Florida.

17. **AUDIT.** The Contractor shall make available to the Town or its representative all required financial records associated with the Agreement for a period of THREE (3) years after completion of this Agreement.

18. **NON-DISCRIMINATION.** The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this nondiscrimination clause. The Contractor agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 V.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

19. **CONFLICT OF INTEREST.** The Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by the Town of Surfside Code of Ordinances, which are incorporated by reference herein as if fully set forth herein, in connection with the Contractor's performance of Services pursuant to this Agreement. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. No member of, or delegate to the Congress of the United States shall be admitted to any share or part of this agreement or to any benefits arising therefrom.

20. **ENTIRE AGREEMENT.** This Agreement, together with all terms, conditions and pricing contained in Miami-Dade County Bid No. 8254-1/22, and the City of Sunny Isles Beach Contract No.C1213-045, contain the entire agreement and understanding of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

21. **CONFLICTING PROVISIONS.** In the event of a conflict, the terms and conditions in this Agreement supersede any other conflicting provisions that are contained in any other document, including but not limited to the terms and conditions of Miami-Dade County Bid No. 8254-1/22 and City of Sunny Isles Beach Contract No. C1213-045.

22. **SEVERABILITY.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

23. **WARRANTY; COMPLIANCE WITH LAWS.** Contractor warrants that: (i) the Services will be performed in a professional and workmanlike manner; (ii) all work or Services under this Agreement shall be Contractor's original work and will not infringe, misappropriate, or violate any intellectual property or other right of any person or entity; and (iii) Contractor has the full right to provide the Town with the assignments and rights provided for herein. Contractor shall exercise the same and good degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a contractor under similar circumstances. If at any time during the term of this Agreement, it is determined that the Contractor's deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to the Services as required by the Town and this Agreement, upon written notification from the Town Manager and/or his designee, the Contractor shall at Contractor's sole expense, immediately correct its deliverables or Services.

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.

24. **SURVIVAL OF PROVISIONS.** Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. **INSURANCE.** 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 9 and may be increased by the Town, as it deems necessary or prudent.

25.1 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 coverage 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.

25.2 Workers Compensation and Employers 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 this Agreement who is not covered by Worker's Compensation insurance.

25.3 Automobile Liability with minimum limits of \$500,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage for Contractor officers and employees owning, or leasing motor vehicle. Coverage must be afforded on a form no more restrictive than the latest edition of the Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

25.4 Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

25.5 Cyber Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

25.6 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this 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 this 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 this Agreement and shall state that such insurance is as required by this 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.

25.7. **Additional Insured.** Except with respect to Professional Liability Insurance, 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 this 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.

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

25.9 The provisions of this section shall survive termination of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterpart on the day and year first written above.

WITNESSES

Print Name:

Print Name:

BLUE DIGITAL CORP., a Florida
corporation authorized to do business in the
State of Florida

By: _____

Name: _____

Title: _____

Date Executed: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterpart on the day and year first written above.

TOWN OF SURFSIDE, FLORIDA, a
Florida municipal corporation

By: _____

Name: Guillermo Olmedillo

Title: Town Manager

Date Executed: _____

Attest:

Town Clerk

Approved as to Legal Form and
Leal Sufficiency:

Town Attorney



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 3G

Date: March 13, 2018

From: Commissioner Tina Paul

Subject: Urging Resolution to retain NOAA fisheries headquarters on Virginia Key.

Objective – To support the Village of Key Biscayne in urging concerted local actions to take steps necessary to retain NOAA fisheries headquarters on Virginia Key.

Consideration – In October 2017, I participated with Miami Waterkeepers, Day on The Bay educational boat tour of Biscayne Bay with several Miami elected officials at Crandon Park Marina. While we did not tour the NOAA facilities, it was noted as the location for providing the latest scientific developments for ecological issues that face Biscayne Bay.

Because the NOAA facilities on Virginia Key are in need of capital improvements, there is consideration for relocating NOAA facilities to St Petersburg. Relocation of these facilities would be detrimental for the entire East Coast because of the loss of environmentally specific research to an area with a vastly different shoreline and marine ecology and because of the loss of a significant number of high level jobs and quality residents . Current studies involving hurricane intensity, weather research, fish population sustainability and coral reef health are critical to marine environment and ecology in the greater Miami area.

It is in the best interests of our communities to retain the NOAA scientific operation facilities nearby.

Recommendation – To approve and transmit the attached Resolution.

RESOLUTION NO. 2018-__

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF SURFSIDE, FLORIDA, URGING
CONCERTED LOCAL ACTIONS TO TAKE STEPS
NECESSARY TO RETAIN THE NOAA FISHERIES
HEADQUARTERS ON VIRGINIA KEY; PROVIDING
FOR TRANSMITTAL; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the National Oceanic and Atmospheric Administration ("NOAA") conducts atmospheric, marine and fisheries-related scientific operations at two NOAA facilities headquartered in Virginia Key; and

WHEREAS, one of NOAA's Virginia Key facilities, the Southeast Fisheries Science Center ("SEFSC"), is responsible for scientific research on living marine resources that occupy marine and estuarine habits of the continental southeastern United States, as well as Puerto Rico and the U.S. Virgin Islands; and

WHEREAS, SEFSC is one of the six national marine fishery science centers responsible for federal marine fishery research programs and is the primary provider of research on fisheries and habitats for Biscayne National Park and Florida Keys Marine Sanctuary; and

WHEREAS, the annual total budget for SEFSC Miami lab ranges between \$15,000,000 to \$17,000,000, the bulk of which supports salaries for about 170 masters and Ph.D. level scientists; and

WHEREAS, the coral reefs in south Florida that SEFSC Miami lab works to

protect have an estimated asset value of over \$4.4 billion and are directly associated with over 70,000 part-time and full-time jobs in the area; and

WHEREAS, NOAA operations at Virginia Key are performed in concert with research and teaching functions at the University of Miami's Rosenstiel School of Marine and Atmospheric Science ("RSMAS"), which is located directly adjacent to the NOAA campuses; and

WHEREAS, NOAA's Cooperative Institute for Marine and Atmospheric Studies (CIMAS) funds and coordinates scientific partnerships with RSMAS, Florida International University (FIU) and other university programs in South Florida to educate the next generation of scientific leaders and collaboratively work on pragmatic problems of societal importance; and

WHEREAS, leveraging their shared mission and physical proximity, for decades scientists and staff personnel involved in NOAA's operations at Virginia Key have served as adjunct faculty, research assistants and other venture partners with RSMAS faculty and students, supporting and expanding on RSMAS's educational mission and engendering extensive working collaborations between NOAA and RSMAS thus catalyzing significant research and knowledge-advancement opportunities that relate directly to our sub-tropical marine environment; and

WHEREAS, local news reports and reports provided by the University of Miami indicate that NOAA's Fisheries facility on Virginia Key may be outdated and in need of capital improvements, and that NOAA may be incentivized to close its fisheries facility on

Virginia Key and relocate that operation to St. Petersburg; and

WHEREAS, the Town of Surfside (the "Town"), the Village of Key Biscayne, the City of Miami and South Florida generally benefit from the proximity of NOAA and RSMAS, and from CIMAS-sponsored scientific collaborations which, among other things, contribute materially to the positive reputation of greater Miami; and

WHEREAS, the Town considers it a materially adverse development for NOAA to relocate its fisheries headquarters, which would set back pending research dealing with critical local issues such as hurricane intensity, weather research, fish population sustainability and coral reef health, engendering a " brain-drain", diminishing Miami's standing for future investments such as that contemplated by Amazon, and compromising the reliability and effectiveness of future collaborations between NOAA and RSMAS, all to the detriment of the Town and the greater Miami area; and

WHEREAS, as thoughtful environmental stewards, Town residents regularly seek ways to improve, enhance, beautify and care for the marine environment, and draw important guidance and purpose from NOAA and RSMAS in such connection.

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

Section 1. Recitals. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Encourage Effective Intervention.

(a) The Town Commission urges Miami-Dade County, the City of Miami, RSMAS

and the University of Miami, FIU, South Florida federal and state legislators, and others interested in the future of greater Miami as home to an educated citizenry and excellent institutions, to advocate for and take other affirmative steps promptly to address NOAA facilities needs and encourage and enable NOAA and CIMAS to maintain their full presence and mission on Virginia Key.

(b) The Town Commission draws favorable attention to the numerous significant and positive collaborations between NOAA and other local institutions that are facilitated by NOAA's location on Virginia Key.

(c) The Town Commission also draws favorable attention to the reputational enhancements and positive prospects for future growth for greater Miami deriving from NOAA's and CIMAS's presence on Virginia Key.

Section 3. Transmittal. The Town Clerk is hereby directed to transmit this Resolution to the National Oceanic and Atmospheric Administration, the Southeast Fisheries Science Center, Biscayne National Park, Florida Keys Marine Sanctuary local governments, University of Miami's Rosenstiel School of Marine and Atmospheric Science, NOAA's Cooperative Institute for Marine and Atmospheric Studies, Florida International University, local governments surrounding Virginia Key including the Village of Key Biscayne and the City of Miami, and legislators representing the Town and South Florida, and to other recipients as may be identified by the Town Commission.

Section 4. Effective Date. This Resolution shall be effective immediately from and

after adoption hereof.

PASSED AND ADOPTED this 13th day of March, 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:**

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



Town of Surfside Commission Communication

Agenda Item # 4A1

Agenda Date: March 13, 2018

From: Guillermo Olmedillo, Town Manager

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. The Ordinance also prohibits the placement of mulch in the right-of-way.

Finally, at first reading, the Commission expressed the desire to use regular code enforcement procedures where possible and to ensure that property owners were given adequate notice and opportunity to address violations prior to the Town taking action. Revisions have been made to address these concerns at lines 119-122 and 207-208.

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: The Planning and Zoning Board reviewed the Ordinance at its February 22, 2018 meeting and recommended approval with a recommendation that staff develop a list of shade/drought tolerant grasses and groundcovers that would be acceptable in place of mulch. Staff will develop a list of alternatives, but does not recommend codifying such a list. Staff recommends a motion to approve the 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 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 Planning and Zoning Board, as the local planning agency for the Town,
23 held its hearing on the proposed amendment on February 22, 2018 with due public notice and
24 input; and

25 **WHEREAS**, the Town Commission held its first public hearing on February 13, 2018 of the
26 proposed amendments to the Code of Ordinances having complied with the notice requirements
27 by the Florida Statutes; and

28 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
29 these regulations on March 13, 2018 as required by law on and further finds the proposed change
30 is consistent with the Comprehensive Plan and in the best interest of the community.

31
32 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
33 **THE TOWN OF SURFSIDE, FLORIDA¹:**

34
35 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
36 this reference:

37
38 **Section 2. Town Code Amended.** Chapter 14, Buildings and Building Regulations,
39 Article III, Property Maintenance Standards, of the Town of Surfside Code of Ordinances is here
40 by amended to read as follows¹:

41 **CHAPTER 14 – BUILDINGS AND BUILDING REGULATIONS**

42 * * *

43 **ARTICLE III. - PROPERTY MAINTENANCE STANDARDS**

44 **Sec. 14-51. - Established.**

- 45 (a) The owner of every single-family or multiple-family dwelling or commercial property, or
46 his appointed agent, shall be responsible for maintaining the exterior in a clean, sanitary and
47 safe condition. All structures and all parts thereof shall be maintained in good repair and

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 ~~double striketrough~~.

shall be capable of performing the function for which such structure or part or any feature thereof was designed or intended to be used.

(b) All exterior walls of every structure shall be maintained weathertight and otherwise maintained so as to resist decay or deterioration from any cause. All exterior surfaces 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.

* * *

Section 3. Town Code Amended. Chapter 90, Zoning of the Town of Surfside Code of Ordinances is here by amended to read as follows:

Chapter 90 - ZONING

* * *

ARTICLE V. – Design Standards

* * *

Sec. 90-52. - Required clearances.

As an aid to free and safe movement of vehicles at and near street intersections and in order to promote more adequate protection for the safety of children, pedestrians, operators of vehicles and for property, there shall be limitations on the height of fences, walls, gateways, ornamental structures, signs, hedges, shrubbery, and other fixtures, construction, and planting on corner lots in all districts where front yards are required as follows:

- (a) All corner properties shall provide and maintain unobstructed corner clearance areas along both the front and side lot lines; and
- (b) All objects, fences, walls, gateways, ornamental structures, signs, hedges, shrubbery, and other fixtures, construction, and planting within any corner clearance areas shall provide unobstructed cross-visibility at a level between 30 inches and eight feet, with the exception of tree trunks that do not create a traffic hazard; and
- (c) The property owner shall be responsible for maintaining all landscaping within the corner clearance areas; and
- (d) It shall be unlawful for any person to plant or cause to be planted any tree or shrubs or to place any structure in the public right-of-way without a permit from the town manager or designee. The elevation grades of the public right-of-way adjacent to private property shall not be altered; and
- (e) Only turf as defined in section 90-85.2 of the Code shall be located within the public-right-of-way between the edge of any roadway or curb and the private property line; and
- (f) The placement of mulch within the public right-of-way is prohibited; and

(g) The town manager or designee shall make the final determination regarding unobstructed corner clearance areas.

(i) If any property owner fails to maintain clearances and conditions required by this section, the Town shall take action pursuant to Chapter 15, Article I, Code Enforcement provided that should a property fail to remedy the violation within the timeframe provided by the special magistrate or should the violation create a hazardous condition for any utilities or endanger the life safety and welfare, 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 shall provide a written warning with 30 days to remedy, after which, 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 13th day of March, 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 # 4A2

Agenda Date: March 13, 2018

Subject: Amending Section 2-235 "Lobbying" Second Reading of Ordinance

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.

Analysis: The attached Ordinance revises the timing of the suspension from lobbying for failure to file an expenditure report and provides for consistency with other provisions of the Ethics Code that require fine appeals to the Miami Dade Commission on Ethics and Public Trust.

Budget Impact: There is no anticipated additional costs relating to this Ordinance, as the Town Clerk currently monitors and ensures compliance by lobbyists with Section 2-235 and the filing of expenditure reports.

Staff Impact: The Town Clerk will continue to monitor and enforce compliance with the Section 2-235 "Lobbying", suspension of lobbyists and fines for failure to file expenditure reports.

Recommendation: The Town Manager and Town Attorney recommend the Commission approve second reading of the proposed Ordinance providing for the above changes to the Code of Ethics.



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:**

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



Town of Surfside Commission Communication

Agenda # 4A3
Agenda Date: March 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: The Planning & Zoning Board recommended approval with the request for additional analysis on corner lots. Staff has reviewed and finds that the language proposed is adequate particularly with the grandfathering of existing conditions. Approve on second 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 February 13, 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 February 22, 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 follows¹:

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

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 deemed legally non-conforming ~~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 Commission Communication

Agenda Item # 4A4

Agenda Date: March 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

Rosendo Prieto, Building Official

Guillermo Olmedillo, 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 13th day of March, 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
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda #: 4A5
Date: March 13, 2018
Subject: 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"

Background:

To adopt an ordinance on second reading to prohibit the distribution, sale or use of plastic straws.

Analysis:

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 was drafted and adopted on first reading on February 13, 2018.

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 final 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.

After first reading, minor changes were made to the Ordinance. First, the definition of "Customer" has been deleted as the term is not used in the Ordinance. Second, the definition of "Town Facility" has been revised to include any road, street, or right-of-way owned, operated, or managed by the Town. Accordingly, the third change is that the definition of "Special Event Permittee" has been updated to exclude the phrase "or in the Town's right-of-way" as that is now included in the definition of "Town Facility."

Assuming the Town Commission adopts the ordinance on second reading, a resolution to provide the fines for violation of the ordinance will be presented to the Commission at the March 13, 2018 meeting.

Budget Impact:


Unknown at this time.

Staff Impact:

Use of Code Enforcement staff time and resources used in education campaign.

Recommendation:

It is recommended that the Town Commission move to adopt the ordinance on second reading and authorize the Town Manager to prepare an outreach program.



Guillermo Olmedillo, Town Manager

Submitted by: Lily Arango, Esq. and Haydee Sera, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorneys

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) (1) 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) (2) 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, or in a Town facility, or in the Town's right-of-way.~~

~~(4) (3) Town Facility includes, but is not limited to, any building, structure, park, beach, road, street, right-of-way, or other facility owned, operated or managed by the Town.~~

~~(5) (4) 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 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.

(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.

(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. ~~34-1012~~ – 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.

97 **PASSED AND ADOPTED** on second reading on the 13th day of March, 2018.

98 **On Final Reading Moved By:** _____

99 **On Final Reading Second By:** _____

100 **FINAL VOTE ON ADOPTION**

101 Commissioner Daniel Gielchinsky _____

102 Commissioner Michael Karukin _____

103 Commissioner Tina Paul _____

104 Vice Mayor Barry Cohen _____

105 Mayor Daniel Dietch _____

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Daniel Dietch

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Mayor

111 **ATTEST:**

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Sandra Novoa, MMC

116 Town Clerk

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118 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

119 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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Weiss Serota Helfman Cole & Bierman, P.L.

124 Town Attorney



Town of Surfside
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda #: 4B1
Date: March 13, 2018
Subject: Surfboard Prohibition
ORDINANCE REPEALING SECTION 86-1 "SURFBOARDS" OF THE TOWN'S CODE OF ORDINANCES.

Background:

To adopt an ordinance on first reading to repeal the prohibition on surfboards contained in Section 86-1 of the Town's Code originally adopted in 1960.

Analysis:

A discussion item related to repealing Section 86-1 of the Surfside Code of Ordinances was introduced at the February 13, 2018 Commission Meeting. The Town Commission directed the Town Attorney to prepare an Ordinance to amend Chapter 86 of the Town's Code of Ordinances by repealing Section 86-1.

Pursuant to the Commission's direction at the February 13, 2018 Commission Meeting, the Town Attorney has prepared the attached Ordinance repealing Section 86-1 in its entirety for the Commission's consideration on first reading. The repeal of Section 86-1 removes the prohibition on use of surfboards in any area of the Town not specifically designated for such purpose. As no areas of the Town were designated for use of surfboards, Section 86-1 effectively created a ban or prohibition on surfing in the Town.

Budget Impact:

N/A

Staff Impact:

N/A

Recommendation:

It is recommended that the Town Commission move to approve the Ordinance on first reading to amend Chapter 86 of the Town's Code of Ordinances by repealing Section 86-1, removing the prohibition on surfing in the Town.

Daniel Dietch, Town Mayor

ORDINANCE NO. 2018-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING SECTION 86-1 "SURFBOARDS" OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") Commission wishes to amend Chapter 86 of the Town's Code of Ordinances to repeal Section 86-1 which prohibits the use of surfboards in any area in the Town not specifically designated for such sport by posted signs; and

WHEREAS, the Town Commission finds that this Ordinance is in the best interest of the Town.

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 repealing Section 86-1 in its entirety as follows:

Chapter 86 – WATERWAYS

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.~~

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.

~~(e) *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.~~

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 March, 2018.

PASSED AND ADOPTED on second reading on the _____ 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

65 **ATTEST:**

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69 Sandra Novoa, MMC

70 Town Clerk

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72 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

73 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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76 _____

77 Weiss Serota Helfman Cole & Bierman, P.L.

78 Town Attorney



Town of Surfside
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda Item # – 4B2

Date – March 13, 2018

Subject – Maximum Building Length

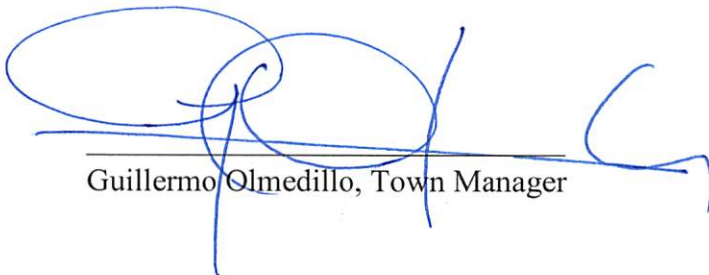
Background – Concern over the lengths of buildings in the Collins to Harding corridor has continued to be expressed to both the Planning & Zoning Board and the Town Commission. Staff is proposing to limit the maximum length of a wall plane in the H40 district to 150 feet with 17 feet separation of buildings on the same lot and 90 feet in the H30 district with 12 feet separation for wall plans for buildings on the same lot. Staff also proposed wall openings and landscaping on each façade in the 17 or 12 foot separation.

Budget Impact – Cost of advertising an ordinance.

Growth Impact – Limits unlimited building lengths.

Staff Impact – Preparation of an ordinance.

Recommendation – Request for a motion to approve the draft ordinance on first reading.



Guillermo Olmedillo, Town Manager



SSG

ORDINANCE NO. 18 - _____

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA
AMENDING SECTION 90-51 “MAXIMUM FRONTAGE OF
BUILDINGS AND FACADE ARTICULATIONS.” OF
“CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE
CODE OF ORDINANCES TO ADDRESS FAÇADE
ARTICULATIONS, MAXIMUM BUILDING LENGTHS AND
BUILDING SEPARATIONS IN THE H30C AND H40
ZONING DISTRICTS; PROVIDING FOR REPEAL OF
CONFLICTING PROVISIONS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

5 **WHEREAS**, in 2015, the Town conducted a Corridor Study of Collins to Harding from
6 94th Street to 88th Street to evaluate development and aggregation potential with the goal of
7 preparing possible code modifications; and

8 **WHEREAS**, on January 12, 2016, as an initial effort to address building mass and views
9 in the H30C and H40 zoning districts, the Town Commission adopted modifications to the
10 maximum wall length code section to require forecourts; and

11 **WHEREAS**, the Town finds that the implementation of the forecourt requirements has
12 not achieved the corridor views, building mass, or aesthetic goals providing compatibility with
13 the character and charm of Surfside; and

14 **WHEREAS**, the Town Commission therefore desires to limit building lengths and
15 require building separations to ensure the establishment of view corridors and development at a
16 mass and bulk appropriate to the Town; and

17 **WHEREAS**, the Town Commission and Planning And Zoning Board held a joint
18 meeting on February 6, 2018 to analyze the building length and building separation issues and
19 take public input; and

20 **WHEREAS**, the Town Commission held its first public hearing on these regulations on
21 March 13, 2018; and

22 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
23 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a
24 duly noticed hearing on _____, 2018; and

25 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing
26 on these regulations as required by law on _____, 2018; and
27

28 **WHEREAS**, the Town Commission hereby finds and declares that adoption of this
29 Ordinance is necessary, appropriate, and advances the public interest.
30

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

33 **Section 1. Recitals.** Each of the above stated recitals is true and correct and the recitals are
34 incorporated herein by this reference.

35 **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,
36 Section 90-51 “Maximum frontage of buildings and facade articulations “ of Chapter 90
37 “Zoning” is hereby amended as follows¹:

38 Sec. 90-51. - Maximum frontage of buildings and facade articulations.

39 90-51.1 Continuous wall frontages.

40 (1) Continuous wall frontages in the H120 district shall not exceed 150 feet in length ~~in the~~
41 ~~H120 district. Continuous wall frontages in the H40 and H30C district shall be articulated as~~
42 ~~follows:~~

43 ~~(1) Forecourt spacing and minimum dimensions:~~

44 ~~a. When utilized to meet building articulation requirements, forecourts shall be spaced~~
45 ~~no more than 150 feet apart from each other.~~

46 ~~b. When lot frontages measure less than 100 linear feet, then the minimum~~
47 ~~dimensions of the forecourt shall be 20 feet wide and 15 feet deep.~~

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

e. ~~When lot frontages measure greater than 100 linear feet and less than 200 linear feet, then the minimum dimensions of the forecourt shall be 20 feet wide and 20 feet deep.~~

d. ~~When lot frontages measure greater than 200 linear feet, then the minimum dimensions of the forecourt shall be 30 feet wide and 20 feet deep.~~

e. ~~In lieu of providing a forecourt of the specified size and space apart from each other as outlined in subsections (1)a. — d., a building can provide "forecourt equivalency areas" that are spaced throughout the front facade of the building. The total sum area of the forecourt equivalency areas shall not be less than the forecourt area that would be required if a regular sized forecourt were provided. Forecourt equivalency areas shall not be spaced further than 100 feet apart. Forecourt equivalency areas cannot be used uniformly across the front of a building in order to provide a uniform, larger setback.~~

(2) Continuous wall frontages in the H30C zoning district shall not exceed 90 feet in length. There shall be a minimum building separation of 12 feet between buildings on the same property. The building facades facing each side of the separation area shall provide a minimum of 10% wall openings per façade and a minimum two-foot area for plantings along each façade.

(3) Continuous wall frontages in the H40 zoning district shall not exceed 150 feet in length. There shall be a minimum building separation of 17 feet between buildings on the same property. The building facades facing each side of the separation area shall provide a minimum of 10% wall openings per façade and a minimum two-foot area for plantings along each façade.

~~(2)~~(4) Structured parking garages: see section 90-49.4.

~~(3)~~(5) Buildings within a district designated as a historic district per Miami-Dade County shall be excluded from these requirements.

* * *

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 March, 2018.

PASSED and **ADOPTED** on second reading this _____ day of April, 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
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda Item # – 4B3

Date – March 13, 2018

Subject – Surfside Development Approval Procedures Update

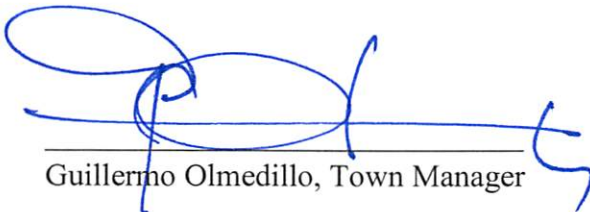
Background – When preparing an item for a quasi-judicial hearing, staff has found that applicants often submit supplemental information or request modifications to a proposed resolution after the agenda package has been prepared, up to the actual hearing, this causes confusion to the general public and board members. Additionally, staff does not have time to consider the overall impacts of the proposed changes. Therefore, staff is proposing that all supplemental information, including any changes to the proposed resolution, would be required to be submitted to the Town Manager, or designee, a minimum of 10 days prior to the scheduled hearing.

Budget Impact – Cost of advertising an ordinance.

Growth Impact – None

Staff Impact – Preparation of an ordinance.

Recommendation – Request for a motion to approve the draft ordinance on first reading.



Guillermo Olmedillo, Town Manager



SSG

ORDINANCE NO. 18 - _____

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA
AMENDING DIVISION 3, “SPECIAL EXCEPTIONS,
ZONING CHANGES, CONDITIONAL USES AND
VARIANCES,” OF ARTICLE II, “ADMINISTRATION AND
ENFORCEMENT,” OF CHAPTER 90 “ZONING” OF THE
TOWN OF SURFSIDE CODE OF ORDINANCES TO
ADDRESS DEVELOPMENT APPLICATION PROCEDURES
AND REQUIREMENTS; PROVIDING FOR REPEAL OF
CONFLICTING PROVISIONS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

5 **WHEREAS**, the Town finds that implementation of supplemental development
6 application deadlines is necessary to ensure adequate notice, review, and scheduling parameters;
7 and

8 **WHEREAS**, the Town finds that consolidating and streamlining application
9 requirements makes the Code more user friendly; and

10 **WHEREAS**, the Town Commission held its first public hearing on these regulations on
11 March 13, 2018; and

12 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
13 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a
14 duly noticed hearing on _____, 2018; and

15 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing
16 on these regulations as required by law on _____, 2018; and
17

18 **WHEREAS**, the Town Commission hereby finds and declares that adoption of this
19 Ordinance is necessary, appropriate, and advances the public interest.
20

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

23 **Section 1. Recitals.** Each of the above stated recitals is true and correct and the recitals are
24 incorporated herein by this reference.

25 **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,
26 Division 3, “Special Exceptions, Zoning Changes, Conditional Uses and Variances,” of Article
27 II, “Administration and Enforcement,” of Chapter 90 “Zoning” is hereby amended as follows¹:

28 **ARTICLE II. - ADMINISTRATION AND ENFORCEMENT**

29 * * *

30 **DIVISION 3. - SPECIAL EXCEPTIONS, ZONING CHANGES, CONDITIONAL USES**
31 **AND VARIANCES**

32 Sec. 90-35. - Planning and zoning board; town commission; applications for site plan,
33 amendments to the land use plan, special exceptions, zoning changes, conditional uses and
34 variances; public noticing requirements; rules of procedure.

35 *Rules of procedure.* The following rules shall govern procedure on all applications for site
36 plan, amendments to the land use plan, special exception, zoning changes, conditional uses,
37 and/or variances or amendments or modifications thereto:

38 (1) Application. All applications shall be submitted to the town manager or designee on the
39 prescribed form and accompanied with the prescribed fee. The fees may be adjusted
40 from time to time to defray the costs of processing and reviewing the application and
41 providing requisite notice. (Professional fees will be charged to the applicant in
42 accordance with the cost recovery program of the town.)

43 (a) The planning and zoning board shall be required to schedule a public hearing not
44 later than 30 days after determination by the town manager or designee that such
45 site plan, amendment to the land use plan, special exception, zoning change,
46 conditional use permit or variance request meets the criteria set forth in the Zoning
47 Code.

48 (b) The planning and zoning board shall make its views and recommendations known
49 to the commission for the commission's determination. If the board fails to take
50 action within the prescribed time, the commission shall assume its duties.

51 (c) All materials, including final drawings, plans, material samples and proposed
52 amendments to draft ordinances or resolutions, shall be provided to the Town
53 Manager or designee no less than 10 days prior to a scheduled quasi-judicial
54 hearing before the board or commission. Any new information or amendments

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

provided after that time will result in removal of the item from said agenda to the next available meeting date for which notice may be properly provided. Re-notice may be required at the expense of the applicant.

(d) No application will be considered for property that is the subject of pending code enforcement action by the town or that has an unpaid code enforcement lien.

(2) Notice. A planning and zoning board and town commission public hearing shall be noticed as provided as follows:

(a) The public hearing shall be advertised at least once in a local newspaper of general circulation or publicly posted in the Town Hall at least ten days prior to the public hearing. Written courtesy notices shall be sent by first class mail to affected property owners within a radius of 300 feet. Where practicable, such advertising shall contain, in addition to a legal description, a street address, together with the specific intended use in layman's language, i.e., "apartment house" rather than "multiple dwelling," "meat market" rather than "business zoning."

(3b) A notice, 18 inches by 24 inches, shall be placed in a prominent place on the property by the applicant at his own expense denoting the following:

REQUEST FOR: _____

PLANNING AND ZONING MEETING: DATE AND TIME

TOWN COMMISSION MEETING: DATE AND TIME

TOWN HALL
9293 Harding Avenue
Surfside, FL 33154

COMPLETE INFORMATION REGARDING THE APPLICATION IS
AVAILABLE BY CONTACTING THE TOWN HALL AT _____.

Such notice to be posted not less than ten days prior to such planning and zoning board and town commission hearings.

(4c) The posted notice, as set forth in subsection (3) of this section, shall contain the requested use change in layman's language i.e., "apartment house" rather than "multiple dwelling," "meat market" rather than "business zoning." Posted notice shall be in standard colors, approved by the town manager or designee before erection.

(35) Rezoning applicant requirement. All applications must be made and presented by the fee title owner or owners of the property sought to be rezoned or by a tenant or attorney for the owner with the owner's written approval.

(46) Adoption by Resolution. Applications for site plan, special exceptions, variances and conditional uses shall be adjudicated by resolution.

(57) Adoption Method for land use and zoning map changes. Applications for amendments to the land use map and rezonings shall be adjudicated through the same procedures as required for ordinance adoption as required by law.

(68) Zoning Change Criteria. Application for zoning change review criteria. In order to approve an application for zoning change the town commission must find that the application complies with each of the following criteria. The applicant is required to provide a report at the time the application is filed which includes documentation that the application complies with each of the below criteria:

- a. The zoning change is consistent with the comprehensive plan;
- b. The proposed change will result in development that is consistent in scale and character with those within 300 feet of the site;
- c. The resulting boundaries of the zoning district are logically drawn;
- d. The proposed change will not reduce property values in the town;
- e. The proposed change will enhance the quality of life in the town; and
- f. There are substantial and compelling reasons why the proposed change is in the best interests of the town.

~~(9) Resolutions for approval of site plan, special exceptions, variances and conditional use shall be sent to each member of the planning and zoning board by the town manager or designee following approval by the commission (except for a rezoning of a parcel which shall be adopted by ordinance as provided by law, and forwarded to the planning and zoning board in the same manner). All resolutions approving site plan, special exceptions, conditional uses and variances granted by the commission shall be kept in a journal maintained for such purpose.~~

(740) When applicable, the planning and zoning board hearing shall be conducted in accordance with the quasijudicial procedures set forth in this Code.

The following applications are quasijudicial and shall comply with the town's quasijudicial legislation:

- a. Site-specific rezoning.
- b. Conditional use applications.
- c. Special exceptions.
- d. Variances, including lot coverage, dimensions of yards, setbacks, other open spaces, building spacing, parking, or loading requirements, but not limited to: trees, signs, setback, distance requirements between buildings or other variances permitted by this chapter.
- e. Development of regional impact.

- f. Site plan (or site plan amendment).
- g. Amendments to the land use plan.
- h. Any other development approval deemed to be quasijudicial by the town attorney.

(8) When applicable, the Town Commission shall conduct a public hearing in accordance with the quasijudicial procedures. Upon consideration of the recommendations of any reviewing agencies, staff and boards, the town manager, planning and zoning board or town commission, as the final decision making authority, shall adopt a final development order that denies, approves or approves with modifications or conditions, the application. Any approval may prescribe any appropriate modifications and/or conditions, to ensure compatibility or mitigate the impacts of the proposed application and to ensure safeguards in conformity with all applicable laws. Violation of such conditions and safeguards, when made a part of the terms under which the approval is granted, shall be deemed a violation of this chapter.

(9) Expiration of approval. The approval of a conditional use, special exception, variance or site plan shall be void if the applicant does not obtain a building permit within 24 months after the granting of the approval-unless a different expiration period is provided in the development order. An applicant who has obtained approval of a development order may request an extension of this time period within the original approval period. The town commission may grant one or more extensions for a period of up to a total of six months for good cause shown by the applicant.

Sec. 90-36. - Variances.

90-36.1 General variances.

* * *

~~(11) Expiration of approval. The approval of a variance shall be void if the applicant does not obtain a building permit or other development order to implement the variance within 24 months after the granting of the variance. An applicant who has obtained approval of a variance may request an extension of this time period within the original approval period. The town commission may grant one or more extensions for a period of up to a total of six months for good cause shown by the applicant.~~

(12) *Amendments and alterations to approved variances.* Any expansion to an approved variance and any addition to or expansion of an existing variance shall require the same application, review, and approval as required under this Section for the original variance.

* * *

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 March, 2018.

PASSED and **ADOPTED** on second reading this _____ day of April, 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:**

195
196
197

Weiss Serota Helfman Cole & Bierman, P.L.,
198 Town Attorney
199



Town of Surfside
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda #: 5A
Date: March 13, 2018
Subject: AMENDING THE TOWN'S SCHEDULE OF CIVIL PENALTIES AND ADMINISTRATIVE FEES TO BE ASSESSED FOR VIOLATION OF THE TOWN'S CODE, SPECIFICALLY FOR VIOLATIONS OF SECTION 34-11, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"

Background:

To adopt a resolution amending the Town's Civil Penalties and Administrative Fee Schedule for Code Compliance and Enforcement Related Services to provide for fines for the distribution, sale or use of plastic straws in violation of Section 34-11 of the Town's Code.

Analysis:

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 was drafted and adopted on first reading on February 13, 2018. On March 13, 2018, the ordinance will be considered on second reading. Assuming the Town Commission adopts the ordinance on second reading, the Town Code will include a new Section 34-11 titled "Prohibition on Distribution, Sale or Use of Plastic Straws." The new code section provides that fines for violations of Section 34-11 shall be in the amounts prescribed in the schedule of civil penalties adopted by resolution.

The Town's existing fee schedule was adopted on July 10, 2014 by Resolution No. 14-2234, which amended the Civil Penalties and Administrative Fee Schedule for Code Compliance and Enforcement Related Services to be assessed for violations of the Town Code ("Fee Schedule").

Between first and second reading, Town Staff assessed what the fine should be for violations of proposed Section 34-11 and concluded that commercial establishments and individuals found to be in violation should be assessed a fine of \$250.00 and \$25.00, per violation, respectively. Accordingly, Town Staff recommends that the Fee Schedule be amended to include the proposed fines for violation of Section 34-11 (if it is adopted on second reading). A Resolution amending the Fee Schedule is attached for the Commission's consideration.

Budget Impact:

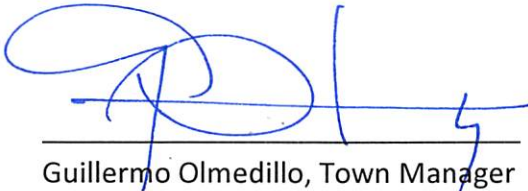
Unknown at this time.

Staff Impact:

Use of Code Enforcement and other staff time and resources in education campaign and enforcement.

Recommendation:

It is recommended that the Town Commission move to adopt the resolution amending the Fee Schedule.



Guillermo Olmedillo, Town Manager

Submitted by: Lily Arango, Esq. and Haydee Sera, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorneys

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, AMENDING THE
TOWN'S SCHEDULE OF CIVIL PENALTIES AND
ADMINISTRATIVE FEES TO BE ASSESSED FOR
VIOLATION OF THE TOWN'S CODE, SPECIFICALLY
FOR VIOLATIONS OF SECTION 34-11, "PROHIBITION
ON DISTRIBUTION, SALE OR USE OF PLASTIC
STRAWS"; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on March 13, 2018, the Town of Surfside ("Town") Commission adopted Ordinance No. 2018-_____, amending Chapter 34 "Environment" of the Town's Code of Ordinances ("Code") to create Section 34-11, "Prohibition on Distribution, Sale or Use of Plastic Straws"; and

WHEREAS, newly adopted Section 34-11 of the Town Code provides that fines for violations of Section 34-11 shall be in the amounts prescribed in the schedule of civil penalties adopted by resolution; and

WHEREAS, on July 10, 2014, the Town Commission adopted Resolution No. 14-2234, which amended the Civil Penalties and Administrative Fee Schedule for Code Compliance and Enforcement Related Services to be assessed for violations of the Town Code ("Fee Schedule"); and

WHEREAS, the Town Commission finds that the fine for a violation of Section 34-11 of the Town Code shall be \$250.00 per violation by a commercial establishment and \$25.00 per violation by an individual; and

WHEREAS, the Town Commission finds that the Fee Schedule should be amended as set forth in Exhibit "A," attached hereto and incorporated herein, to provide the fines for violations of Section 34-11 of the Town Code; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest of the public health, safety and welfare of the Town's residents and visitors.

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

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

Section 2. Amending Fee Schedule. The Fee Schedule is hereby amended as set forth in Exhibit “A,” attached hereto and incorporated herein, to provide the fines for violations of Section 34-11 of the Town Code. All other provisions of the Fee Schedule adopted in Resolution No. 14-2234 shall remain the same.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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

EXHIBIT A

**Civil Penalties and Administrative Fees Schedule
for Code Compliance and Enforcement Related Services
(Amended March 13, 2018)**

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a second or repeat offense)
(Amended March 13, 2018)

Chapter	Section Name	Description of Violation	Daily Fine First Offense	Daily Fine Second/Repeat Offense
Chapter 6	Alcoholic Beverages	Failure to comply or conform to any requirement of the Town Code relating to alcoholic beverages	\$250.00	\$500.00
Section 6-8	Offenses, Miscellaneous Provisions	Failure to comply or conform to any requirement of the Town Code relating to music and/or entertainment	\$100.00	\$200.00
Chapter 10-2	Animals	Killing birds and squirrels	\$250.00	\$500.00
Section 10-28(c)	Animals	Allowing a dog to run at large	\$50.00	\$100.00
Section 10-28(c)	Animals	Allowing a dog to be improperly leashed	\$50.00	\$100.00
Section 10-30	Animals	Failure to license any dog	\$50.00	\$100.00
Section 10-32	Animals	Failure to remove fecal excrement	\$100.00	\$200.00
Section 10-33	Animals	Taking a dog whether on a lease or without a leash, other than a seeing eye dog, into any store where food for human consumption is sold or held for sale	\$50.00	\$100.00
Section 10-33	Animals	Taking a dog, whether on a leash or without a leash, other than a seeing eye dog, at any time to any public beach in Town	\$100.00	\$200.00
Section 10-34	Animals	Failure to have one's dog properly collared	\$50.00	\$100.00
Section 10-36	Animals	Keeping or harboring any dog that engages in frequent or habitual barking, yelping or howling; that is mean or vicious; that becomes a nuisance	\$50.00	\$100.00
Section 10-36	Animals	Any cruelty to a dog, as defined	\$250.00	\$500.00
Section 14-2	Buildings and Construction	Performing mechanical or hand abrasive operations involving removal of paint, rust or other materials from any source resulting in particles that can float, drop, or be blown to adjoining property or into public ways or streets	\$250.00	\$500.00
Section 14-2	Buildings and Construction	Failing to confine all loose particles and abrasives from processes involving use of air pressure applications with suitable means to prevent their transferring to the ground	\$250.00	\$500.00
Section 14-28.90-37	Buildings and Construction	Performing or having performed work without first obtaining required permit	\$250.00	\$500.00
Section 14-87	Bulkheads	Construct any groin, bulkhead, seawall, jetty, breakwater or other protective work or to place any permanent or temporary structure of any nature whatsoever east of the ocean bulkhead line	\$250.00	\$500.00

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a second or repeat offense)
(Amended March 13, 2018)

Section 14-87	Bulkheads	Repair, extend, alter or replace any existing structure lying east of the ocean bulkhead line	\$250.00	\$500.00
Section 14-88	Bulkheads	Erect any structure within 20 feet west of the ocean bulkhead line	\$250.00	\$500.00
Section 14-88	Bulkheads	Repair, extend, alter or replace any existing structure lying within 20 feet west of the ocean bulkhead line	\$250.00	\$500.00
Section 14-102	Bulkheads	Erect any structure within 20 feet landward of the Indian Creek bulkhead line	\$250.00	\$500.00
Section 14-102	Bulkheads	Repair, extend, alter or replace any existing structure lying seaward of the Indian Creek waterway or existing bulkhead or within 20 feet landward of such bulkhead line	\$250.00	\$500.00
Section 18-85(a)	Businesses (Civil Fines and Penalties)	First Violation (Sidewalk Café Ordinance)	\$100.00	Second violation within the preceding 12 months: \$250.00 Third Violation within the preceding 12 months: \$500.00 Fourth violation within the preceding 12 months: \$750.00 *Fifth violation within the preceding 12 months: \$1,000.00 **Sixth violation within the preceding 12 months: \$1,000.00
Section 18-88(g)	Businesses (Permitted areas; conditional permit; Town Manager's right to remove sidewalk cafes)	Failure to respond to Town Manager's emergency notifications, and removal of sidewalk café furnishings by Town	\$1,000.00	

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a second or repeat offense)
(Amended March 13, 2018)

<u>Section 34-11</u>	<u>Prohibition on Distribution, Sale or Use of Plastic Straws</u>	<u>Distribution, sale or use of plastic straws</u>	<u>\$250.00 (per violation by commercial establishment) \$25.00 (per violation by an individual)</u>	
Section 34-30	Buildings and Construction	Unlawful correction of any sanitary sewer drains to the Town's drainage system	\$250.00	\$500.00
Section 34-30	Buildings and Construction	Unlawful connection of any storm drains to the Town's sanitary sewer system	\$250.00	\$500.00
Section 46-1	Health	Violation of the Florida Department of Health and Rehabilitation Services, or responsible department or agency	\$250.00	\$500.00
Section 54-62	Offenses, Miscellaneous Provisions	Drinking any beer, wine or any other alcoholic beverage on any street, sidewalk, pedestrian mall, alley, highway, playground or park in the Town	\$100.00	\$200.00
Sections 54-78 to 54-79	Offenses, Miscellaneous Provisions	Creation of any prohibited noises at any prohibited times or locations.	\$100.00	\$200.00
Section 78-51	Sewers and Sewage Disposal	Construction or maintenance of any septic tank or sanitary privy.	\$100.00	\$200.00
Section 78-54	Sewers and Sewage Disposal	Discharge into the Town's sanitary sewer any prohibited material or substance.	\$250.00	\$500.00
Section 90-41.1(c)(2)	Zoning-Resort Tax and Enforcement	Resort Tax violations are subject to the following fines. The special master may not waive or reduce fines set by this section.	\$500.00	Second violation within the preceding 12 months: \$1,500.00. Third violation within the preceding 12 months: \$5,000.00. Fourth or greater violation within the preceding 12 months: \$7,500.00.

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a second or repeat offense)
(Amended March 13, 2018)

Section 90-184	Bulkheads	Erect, repair, extend, alter or replace: Dock and pier projecting into Biscayne Bay waterway beyond the waterway line more than 20 feet. Dock and pier projecting in Indian Creek waterway beyond the waterway line more than 10 feet. Dock and pier projecting into Point Lake waterway beyond the waterway line more than 15 feet.	\$250.00	\$500.00
Section 90-187	Bulkheads	Construction, repair, alteration, extension or replacement of any bulkhead, sea wall, shore protection or any structure on Biscayne Bay, Indian Creek and Point Lake without required permit.	\$250.00	\$500.00
Note: All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense.				
* Also subject to suspension of sidewalk café permit for one weekend (Saturday & Sunday).				
** Also subject to revocation of sidewalk café permit for the remaining portion of the permit year.				
ADMINISTRATIVE FEES, ABATEMENT COSTS, AND OTHER CIVIL FINES				
Issue	Description	Fee	Fine	Note
Code Compliance Abatement	Fees based on actual incurred and staff time	Contractors Costs and/or staff hourly costs		
Code Compliance Abatement Related Administrative Fees	Fees based on actual costs incurred and staff time	Fees based on actual staff hourly costs for administrative process		
Lawn Cutting and Clearing Cost	Per Lawn Cutting Service	Fees based on actual Contractor costs and/or staff hourly costs \$125.00		
Code Compliance Lawn Cutting Administrative Fee	Per Lawn Cutting Service		\$25.00	Per Occurrence
Trash & Debris Over-the-Limit Pick-Up Fees & Fines	Per cubic yard fee:	\$15.50	\$25.00	Per Occurrence
Construction Debris Pick-Up Fee & Fines	Per cubic yard fee:	\$30.00	\$25.00	Per Occurrence



Town of Surfside
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda Item # 5B

Agenda Date: March 13, 2018

Subject: Solar Photovoltaic Incentives Building Permit Fee Waiver

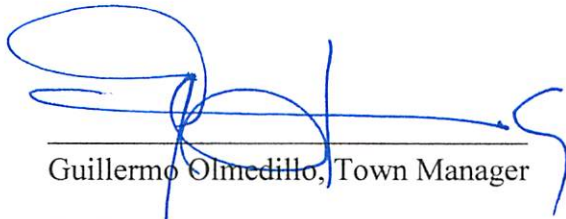
Background: The Commission of February 13, 2018 approved the first reading Ordinance of incentives of Solar Photovoltaic Systems in the Town. It was determined that the incentives would include an expedited review process and a waiver of all building permit fees.

Analysis: Building permit application reviews for solar photovoltaic systems shall be expedited and as such all submitted documents will be processed and reviewed upon receipt. The expedited process will include a priority intake of documents, immediate filing and delivery to structural and planning review on the same day (documents must be received by 3pm for same day delivery to structural). Once all reviews are 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.

Staff Impact: Administrative, document review and inspections services costs shall be borne by the Building Department.

Recommendation: Approval of the Expedited Permitting Process and Building Permit Fee Waiver Resolution.



Guillermo Olmedillo, Town Manager

DM/RP



RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, WAIVING ALL TOWN
BUILDING PERMIT FEES AND REQUIRING EXPEDITED
DEVELOPMENT AND REVIEW PROCESSES FOR
PHOTOVOLTAIC SOLAR SYSTEM INSTALLATIONS;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, on March 13, 2018, the Town of Surfside (“Town”) Commission adopted Ordinance No. 2018-_____, amending Section 14-29, “Permit Fees” of the Town’s Code of Ordinances (“Code”) to allow the Town Commission to waive, by resolution, building permit fees and other fees and to provide for expedited permitting and development review for certain programs; and

WHEREAS, the Town is committed to environmental conscientiousness and leadership and wishes to incentivize certain development programs in the Town, including sustainable building programs, by waiving building permit fees and expediting permitting and development review; and

WHEREAS, the Town Commission desires to incentivize the installation and use of photovoltaic solar systems (i.e., solar panels) in the Town by waiving the Town’s building permit fees and expediting the development and review processes for same; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest of the public health, safety and welfare of the Town’s residents and visitors.

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

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

Section 2. Waiving Building Permit Fees. The Town Commission hereby waives the Town’s building permit fees for photovoltaic solar system (i.e., solar panels) installations. Any outside agency or other governmental fees are still required to be paid.

Section 3. Expediting Review. The Town Commission hereby requires that the development and review processes for photovoltaic solar system (i.e., solar panels) installations be expedited.

Section 4. **Implementation.** The Town Commission hereby authorizes the Town Manager and Building Official to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

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

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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



Town of Surfside
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda Item # – 9A

Date: March 13, 2018

Subject: Beach Raking

Background: While Surfside is known for its beaches a lot goes into maintaining the beach from everyday occurrences such as garbage left behind by beach goers, high tides, and storms. Surfside being a small community and having limited resources requires assistance from outside vendors to assist in select services, which include beach raking. With the influx of visitors and storms Surfside's beach requires an increase in raking.

Analysis: Debris left behind during the many occurrences can pose a hazard to humans and animals and should be removed immediately. The increase in beach raking services will help alleviate the amount of material left by the tides, storms, or beach goers on Surfside's shorelines.

Budget Impact – The cost to rake the beach seven (7) days per week is \$7,000 per month/\$84,000 per year. The cost for the services was not budgeted in the 2017-2018 Fiscal Year budget and additional funding would be needed.

Staff Impact –N/A

Recommendation: Staff recommends a motion to direct staff to bring to the consideration of the Town Commission a budget amendment to include the cost of services for beach raking for the remainder of the fiscal year 2017-2018 and to include a budget for services for fiscal year 2018-2019.


Guillermo Olmedillo, Town Manager


MG/RS/HG/FD



Town of Surfside
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda Item # – 9B

Date – March 13, 2018

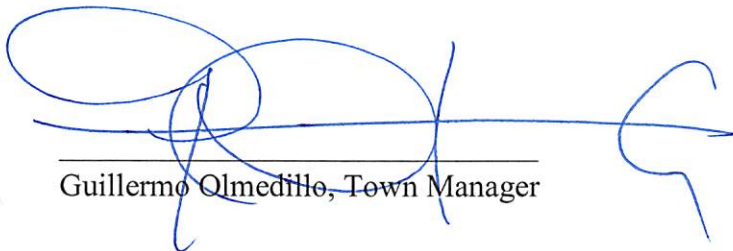
Subject – Sustainability Initiatives

Background – The Town Commission directed the Planning and Zoning Board (the “Board”) to consider sustainability incentives. The Town Commission voted in favor of the Board analyzing the initiative to require solar panels on new single family and multifamily construction as well as renovations that either add 75% square footage or renovate 75% of the roof area and to encourage green roofs.

The Board debated these initiatives and did not support the requirement on solar panel and was also not supportive of green roofs due to the increased load and potential water intrusion. The Board did, however, indicate they were supportive of all of the other initiatives described in the December 1, 2017 memorandum prepared by Mayor Dietch.

Budget Impact – N/A

Staff Impact – N/A



Guillermo Olmedillo, Town Manager



SSG



Town of Surfside
9293 Harding Ave, 2nd Floor
Surfside, FL 33154

COMMISSION COMMUNICATION

Agenda Item # 9C

Date – March 13, 2018

Subject – Turtle Lighting

Background – The Town does not currently have an Ordinance that specifically provides for the protection of marine turtles. The Town does have a section of the Zoning Code (90-62) that addresses outdoor lighting to all multi-dwelling and non-residential properties (see Exhibit “A”). Specifically, paragraph “F” of this section requires that lighting on H120 properties uses fixtures and shields to maintain light shed cut offs in accordance with regulations of the Department of Environmental Protection (DEP), as it relates to properties fronting or adjacent to turtle nesting habitats. This is the only section of the Town’s Code of Ordinances that the Code Compliance Division can enforce, and, to date, the Code Compliance staff has been using this particular section of the Code to encourage voluntary compliance from the condominiums and hotels located on the eastside of Collins Avenue.

The State of Florida, under Chapter 62B-55, has developed a Model Lighting Ordinance for Marine Turtle Protection. The legislative intent is for municipalities to develop and implement local legislation that controls beachfront lighting, provides overall improvement in nesting habitats degraded by lighting pollution, and increase successful nesting activity and production of hatchlings (see Exhibit “B”).

Analysis – The Town is in need of an Ordinance that specifically addresses (1) prohibition of activities disruptive to marine turtles, (2) standards for new beachfront lighting, (3) standards for existing beachfront lighting, and (4) enforcement and penalties.

Budget Impact – If someone from the general public reports a beachfront property lighting issue, then the Code Compliance staff will be required to conduct an appropriate investigation to confirm or unfound the reported violation. This will require one of the Code Compliance staff to work during the night for a three-hour minimum on an “overtime” basis. Depending on the Ordinance being developed, it may be necessary to purchase a light measurement device to measure lighting intensity.

Staff Impact – Same as Budget Impact.

Recommendation – Staff recommends a suitable Resolution by the Town Commission to direct the Town’s Legal Department to develop an appropriate Lighting Ordinance for Marine Turtle Protection.



Guillermo Olmedillo, Town Manager

APG



Sec. 90-62. Outdoor lighting.

The following are applicable to all multi-dwelling and non-residential properties:

- (a) Plans indicating the location of the lighting fixtures; type of lights, height of lights and levels of illumination; shade, type and height of lighting poles; and bases, deflectors and beam directions shall be submitted to the town manager or designee for approval.
- (b) Lighting fixtures and lighting poles, including mounting bases, shall not exceed 18 feet in height from grade, shall be of decorative nature and shall be in harmony with the site architecture design, the adjacent area and the neighborhood. Decorative lighting poles and bases shall be constructed of anodized aluminum, pigmented concrete, fiberglass or other materials of similar characteristics as approved by the town manager or designee.
- (c) Outdoor lighting shall be designed so that any overspill of lighting onto adjacent properties shall not exceed one-half foot-candle (vertical) and one-half foot-candle (horizontal) illumination on adjacent properties. An outdoor lighting installation shall not be placed in permanent use until a letter of compliance from a registered architect or engineer is provided to the town manager or designee, certifying that the installation has been field-checked and meets the requirements set forth above.
- (d) The town manager or designee may issue a permit for such proposed outdoor lighting, if, after review of the plans and after consideration of the design characteristics of the lighting fixtures and lighting poles and bases, they are found to be in harmony with the site architecture design, the adjacent area and the neighborhood, will be deflected, shaded and focused away from adjacent properties; and will not be a nuisance to adjacent properties and traffic.
- (e) All of the foregoing installations shall conform to the Florida Building Code.
- (f) 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.
- (g) All lighting shall be controlled by photocell controls.

(Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1572, § 2, 4-12-11)

CHAPTER 62B-55 MODEL LIGHTING ORDINANCE FOR MARINE TURTLE PROTECTION

62B-55.001	Purpose and Intent.
62B-55.002	Definitions.
62B-55.003	Marine Turtle Nesting Areas.
62B-55.004	General Guidance to Local Governments.
62B-55.005	Prohibition of Activities Disruptive to Marine Turtles.
62B-55.006	Model Standards for New Beachfront Lighting.
62B-55.007	Model Standards for Existing Beachfront Lighting.
62B-55.008	Proposed Enforcement and Penalties.
62B-55.009	Monitoring and Reporting Guidance.

62B-55.001 Purpose and Intent.

The purpose of this rule is to implement Section 161.163, Florida Statutes, which requires the department to designate coastal areas utilized, or likely to be utilized, by sea turtles for nesting, and to establish guidelines for local government regulations that control beachfront lighting to protect hatching sea turtles. This rule is intended to guide local governments in developing ordinances which will protect hatchling marine turtles from the adverse effects of artificial lighting, provide overall improvement in nesting habitat degraded by light pollution, and increase successful nesting activity and production of hatchlings.

Specific Authority 161.163 FS. Law Implemented 161.163 FS. History—New 3-30-93, Formerly 16B-55.001.

62B-55.002 Definitions.

- (1) "Artificial light" or "artificial lighting" means the light emanating from any human-made device.
- (2) "Beach" means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.
- (3) "Bug" type bulb means any yellow colored light bulb that is marketed as being specifically treated in such a way so as to reduce the attraction of bugs to the light.
- (4) "Coastal construction activities" means any work or activity that is likely to have a material physical effect on existing coastal conditions or natural shore and inlet processes.
- (5) "County" means Bay, Brevard, Broward, Charlotte, Citrus, Collier, Dade, Dixie, Duval, Escambia, Flagler, Franklin, Gulf, Hernando, Indian River, Jefferson, Lee, Levy, Manatee, Martin, Monroe, Nassau, Okaloosa, Palm Beach, Pasco, Pinellas, St. Johns, St. Lucie, Santa Rosa, Sarasota, Suwanee, Taylor, Volusia, Wakulla, and Walton Counties.
- (6) "Cumulatively illuminated" means illuminated by numerous artificial light sources that as a group illuminate any portion of the beach.
- (7) "Department" means the Florida Department of Environmental Protection.
- (8) "Directly illuminated" means illuminated as a result of glowing element(s), lamp(s), globe(s), or reflector(s) of an artificial light source which is visible to an observer on the beach.
- (9) "Dune" means a mound or ridge of loose sediments, usually sand-sized, lying landward of the beach and deposited by any natural or artificial mechanism.
- (10) "Frontal dune" means the first natural or man-made mound or bluff of sand which is located landward of the beach and which has sufficient vegetation, height, continuity, and configuration to offer protective value.
- (11) "Ground-level barrier" means any vegetation, natural feature or artificial structure rising from the ground which prevents beachfront lighting from shining directly onto the beach-dune system.
- (12) "Hatchling" means any species of marine turtle, within or outside of a nest, that has recently hatched from an egg.
- (13) "Indirectly illuminated" means illuminated as a result of the glowing element(s), lamp(s), globe(s), or reflector(s) of an artificial light source which is not visible to an observer on the beach.
- (14) "Local government" means any county listed in (4) above and any municipality, community development district, or special taxing district within those counties.
- (15) "Marine turtle" means any marine-dwelling reptile of the families Cheloniidae or Dermochelyidae found in Florida waters or using the beach as nesting habitat, including the species: *Caretta caretta* (loggerhead), *Chelonia mydas* (green), *Dermochelys coriacea* (leatherback), *Eretmochelys imbricata* (hawksbill), and *Lepidochelys kempi* (Kemp's ridley). For purposes of this rule, marine turtle is synonymous with sea turtle.
- (16) "Nest" means an area where marine turtle eggs have been naturally deposited or subsequently relocated.
- (17) "Nesting season" means the period from May 1 through October 31 of each year for all counties except Brevard, Indian River, St. Lucie, Martin, Palm Beach, and Broward. Nesting season for Brevard, Indian River, St. Lucie, Martin, Palm Beach, and Broward counties means the period from March 1 through October 31 of each year.
- (18) "Nighttime" means the locally effective time period between sunset and sunrise.

(19) "Person" means individuals, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.

(20) "Tinted glass" means any glass treated to achieve an industry-approved, inside-to-outside light transmittance value of 45% or less. Such transmittance is limited to the visible spectrum (400 to 700 nanometers) and is measured as the percentage of light that is transmitted through the glass.

Specific Authority 161.163 FS. Law Implemented 161.163 FS. History—New 3-30-93, Formerly 16B-55.002.

62B-55.003 Marine Turtle Nesting Areas.

Scientific investigations have demonstrated that marine turtles can nest along the entire coastline of the state. Historical data are not sufficient to exclude any county as an area utilized by marine turtles for nesting. For the purposes of this rule, however, the coastal areas of the state utilized, or likely to be utilized, by marine turtles for nesting include all beaches adjoining the waters of the Atlantic Ocean, the Gulf of Mexico, and the Straits of Florida and located within Bay, Brevard, Broward, Charlotte, Collier, Dade, Duval, Escambia, Flagler, Franklin, Gulf, Indian River, Lee, Manatee, Martin, Monroe, Nassau, Okaloosa, Palm Beach, Pinellas, St. Johns, St. Lucie, Santa Rosa, Sarasota, Volusia, and Walton Counties; and all inlet shorelines of those beaches.

Specific Authority 161.63 FS. Law Implemented 161.163 FS. History—New 3-30-93, Formerly 16B-55.003.

62B-55.004 General Guidance to Local Governments.

(1) The responsibility for protecting nesting female and hatchling marine turtles should be a joint responsibility of local government and the department. Local governments are encouraged to adopt, implement, and enforce the guidelines provided herein to assist in that responsibility. Local governments that have adopted less stringent regulations should consider amending existing ordinances to provide greater protection to nesting marine turtles and hatchlings. In the process of implementing these guidelines, the following management goals should also be considered by local governments:

(a) Public Awareness. Any person submitting an application for coastal construction activities within the jurisdictional boundaries of the local government should be informed of the existence of and requirements within the local government's ordinances concerning artificial lighting and marine turtle protection.

(b) Local Government – Department Communication. Upon adoption of these guidelines, a system of communication between the local government and the department should be developed if it does not already exist. Protection of marine turtle nesting habitat, nesting females, and hatchlings is greatly enhanced when local governments manage their beaches and coastal activities in a manner consistent with prudent marine turtle conservation strategies. The department is ready to assist local governments by providing such conservation information and other technical assistance.

(c) Inter-Governmental Cooperation. Upon adoption of these guidelines, local governments should develop a system for receiving copies of permits issued by the department, the Department of Environmental Protection, or the United States Army Corps of Engineers for any coastal construction within the local government's jurisdiction. Activities permitted by these agencies should be assessed for compliance with the local government's lighting ordinance.

(d) Enforcement. Local governments should develop a process for the consistent and effective enforcement of adopted guidelines. This process should include at least one compliance inspection of the beach conducted at night prior to the commencement of the main portion of the marine turtle nesting season and one compliance inspection conducted during the marine turtle nesting season.

(2) The department considers the provisions of this chapter to be minimum guidelines for the protection of nesting habitat, nesting females, and hatchling marine turtles from the negative effects of artificial lighting. More stringent standards for marine turtle protection may be adopted by local governments. Prior to adoption of any additional standards, local governments are encouraged to consult with the department to ensure that the proposed standards are consistent with the guidelines set forth herein and with all other applicable department rules.

Specific Authority 161.63 FS. Law Implemented 161.163 FS. History—New 3-30-93, Formerly 16B-55.004.

62B-55.005 Prohibition of Activities Disruptive to Marine Turtles.

The following activities involving direct illumination of portions of the beach should be prohibited on the beach at nighttime during the nesting season for the protection of nesting females, nests, and hatchling marine turtles:

(1) The operation of all motorized vehicles, except emergency and law enforcement vehicles or those permitted on the beach for marine turtle conservation or research.

(2) The building of campfires or bonfires.

Specific Authority 161.63 FS. Law Implemented 161.163 FS. History—New 3-30-93, Formerly 16B-55.005.

62B-55.006 Model Standards for New Beachfront Lighting.

In order to provide the highest level of protection for nesting marine turtles and their hatchlings, local governments should adopt all of the following standards for artificial light sources on all new coastal construction:

(1) Exterior artificial light fixtures shall be designed and positioned so that:

- (a) The point source of light or any reflective surface of the light fixture is not directly visible from the beach;
- (b) Areas seaward of the frontal dune are not directly or indirectly illuminated; and
- (c) Areas seaward of the frontal dune are not cumulatively illuminated.
- (2) Exterior artificial light fixtures within direct line-of-sight of the beach are considered appropriately designed if:
 - (a) Completely shielded downlight only fixtures or recessed fixtures having low wattage (i.e., 50 watts or less) "bug" type bulbs and non-reflective interior surfaces are used. Other fixtures that have appropriate shields, louvers, or cut-off features may also be used if they are in compliance with subsection (1)(a), (b), and (c) above; and
 - (b) All fixtures are mounted as low in elevation as possible through use of low-mounted wall fixtures, low bollards, and ground-level fixtures.
 - (3) Floodlights, uplights or spotlights for decorative and accent purposes that are directly visible from the beach, or which indirectly or cumulatively illuminate the beach, shall not be used.
 - (4) Exterior lights used expressly for safety or security purposes shall be limited to the minimum number and configuration required to achieve their functional role(s). The use of motion detector switches that keep lights off except when approached and that switch lights on for the minimum duration possible are preferred.
 - (5) Only low intensity lighting shall be used in parking areas within line-of-sight of the beach. Such lighting shall be:
 - (a) Set on a base which raises the source of light no higher than 48 inches off the ground; and
 - (b) Positioned or shielded so that the light is cast downward and the source of light or any reflective surface of the light fixture is not visible from the beach and does not directly or indirectly illuminate the beach.
 - (6) Parking areas and roadways, including any paved or unpaved areas upon which motorized vehicles will park or operate, shall be designed and located to prevent vehicular headlights from directly or indirectly illuminating the beach.
 - (7) Vehicular lighting, parking area lighting, and roadway lighting shall be shielded from the beach through the use of ground-level barriers. Ground-level barriers must not interfere with marine turtle nesting or hatchling emergence, or cause short- or long- term damage to the beach/dune system.
 - (8) Tinted glass shall be installed on all windows and glass doors of single or multi-story structures within line-of-sight of the beach.
 - (9) Use of appropriately shielded low pressure sodium vapor lamps and fixtures shall be preferred for high-intensity lighting applications such as lighting parking areas and roadways, providing security, and similar applications.
 - (10) Temporary lighting of construction sites during the marine turtle nesting season shall be restricted to the minimal amount necessary and shall incorporate all of the standards of this section.

Specific Authority 161.63 FS. Law Implemented 161.163 FS. History--New 3-30-93, Formerly 16B-55.006.

62B-55.007 Model Standards For Existing Beachfront Lighting.

In order to provide the highest level of protection for nesting marine turtles and their hatchlings, local governments should adopt all of the following standards for existing artificial beachfront lighting sources:

- (1) Existing artificial light fixtures shall be repositioned, modified, or removed so that:
 - (a) The point source of light or any reflective surface of the light fixture is not directly visible from the beach;
 - (b) Areas seaward of the frontal dune are not directly or indirectly illuminated; and
 - (c) Areas seaward of the frontal dune are not cumulatively illuminated.
- (2) The following measures shall be taken to reduce or eliminate the negative effects of existing exterior artificial lighting:
 - (a) Reposition fixtures so that the point source of light or any reflective surface of the light fixture is no longer visible from the beach;
 - (b) Replace fixtures having an exposed light source with fixtures containing recessed light sources or shields;
 - (c) Replace traditional light bulbs with yellow "bug" type bulbs not exceeding 50 watts;
 - (d) Replace non-directional fixtures with directional fixtures that point down and away from the beach;
 - (e) Replace fixtures having transparent or translucent coverings with fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach;
 - (f) Replace pole lamps with low-profile, low-level luminaries so that the light source or any reflective surface of the light fixture is not visible from the beach;
 - (g) Replace incandescent, fluorescent, and high intensity lighting with the lowest wattage low pressure sodium vapor lighting possible for the specific application;
 - (h) Plant or improve vegetation buffers between the light source and the beach to screen light from the beach;
 - (i) Construct a ground level barrier to shield light sources from the beach. Ground-level barriers must not interfere with marine turtle nesting or hatchling emergence, or cause short- or long- term damage to the beach/dune system;
 - (j) Permanently remove or permanently disable any fixture which cannot be brought into compliance with the provisions of these standards.
 - (3) The following measures shall be taken to reduce or eliminate the negative effects of interior light emanating from doors and windows within line-of-sight of the beach:

- (a) Apply window tint or film that meets the standards for tinted glass;
- (b) Rearrange lamps and other moveable fixtures away from windows;
- (c) Use window treatments (e.g., blinds, curtains) to shield interior lights from the beach; and
- (d) Turn off unnecessary lights.

Specific Authority 161.63 FS. Law Implemented 161.163 FS. History--New 3-30-93, Formerly 16B-55.007.

62B-55.008 Proposed Enforcement and Penalties.

Enforcement, appeal, and remedy of matters related to this chapter should be regulated pursuant to procedures established under local ordinances. Penalties for non-compliance should be established and should be sufficient to discourage violations. Enforcement capability should be adequate to respond to possible violations within the timeframe necessary to prevent continued and prolonged impacts to marine turtles and hatchlings.

Specific Authority 161.63 FS. Law Implemented 161.163 FS. History--New 3-30-93, Formerly 16B-55.008.

62B-55.009 Monitoring and Reporting Guidance.

The following information should be compiled on an annual basis and submitted to the department.

- (1) Number of lighting applications reviewed;
- (2) Number of potential violations reported;
- (3) Number of potential violations investigated;
- (4) Disposition of all potential violations including results of enforcement actions and amounts of penalties assessed;
- (5) Results of compliance checks conducted prior to and during the marine turtle nesting season; and
- (6) Status of local lighting ordinances and any amendments to those ordinances.

Specific Authority 161.63 FS. Law Implemented 161.163 FS. History--New 3-30-93, Formerly 16B-55.009.

FWC APPROVED SEA TURTLE LIGHTING

All exterior lighting for the entire project area including structural and landscape lighting must be reviewed and approved by FWC regardless of whether or not the area is seaward of the CCCCL

ACCEPTABLE FIXTURES

All exterior fixtures on the seaward and the shore perpendicular sides of the building (and on the landward side of the building if they are visible from the beach) should be well shielded, full cut-off, downward directed type fixtures. All exterior fixtures on the landward side of the building should be downward directed only.

ACCEPTABLE LAMPS / BULBS AND OTHER LIGHT SOURCES

Long wave length lights, e.g. those that produce light that measures greater than 560 nanometers on a spectroscope, are necessary for all construction visible from and adjacent to marine turtle nesting beaches. Bright white light, such as metal halide, halogen, fluorescent, mercury vapor and incandescent lamps will not be approved. Filters are unreliable and not allowed. Limited use of shorter wavelength lights may be approved in areas where direct and indirect light or glow could not possibly be visible from the beach upon approval by FWC.

ACCEPTABLE LAMPS

- Low Pressure Sodium (LPS) 18w, 35w
- Red, orange or amber LED (true red, orange or amber diodes, NOT filters)
- True red neon
- Other lighting sources that produce light of 560 nm or longer

**** FWC approved lighting may be found at <http://www.myfwc.com/wildlifehabitats/managed/sea-turtles/turtles-lights/> *****

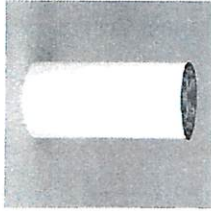




STATEMENT ABOUT TURTLE GLASS ON LIGHTING PLAN

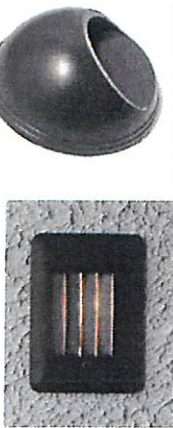
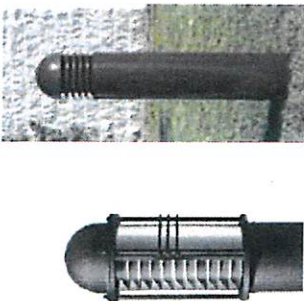

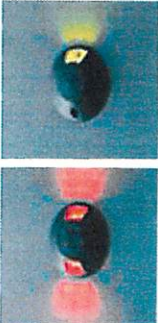
The plan shall reflect that tinted glass or film with a visible light transmittance value of forty-five (45) percent or less shall be applied to all windows and doors within line of sight of the beach. This includes the seaward and shore-perpendicular sides of the structure. This may be specified in the notes section on the Lighting Plan architectural drawing and should be included in the FDEP Permit Conditions.

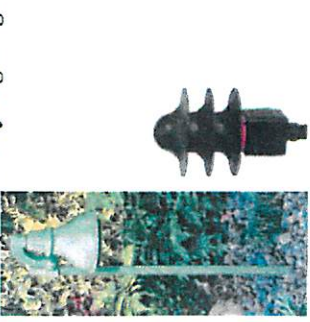
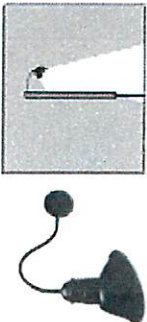

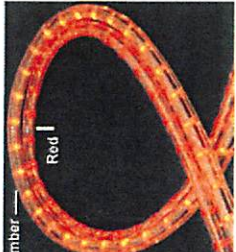
THE FOLLOWING ARE NOT ALLOWED

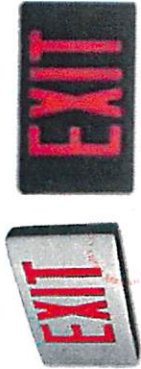

- Private balcony lights
- Up lights
- Pond lights
- Dune walkover lighting
- Tree strap downlights
- Decorative lighting, not necessary for human safety or security
- Fountain lights on beach or shore perpendicular side of structure

EXAMPLES OF TURTLE FRIENDLY FIXTURES

FIXTURE	LAMP & WATTAGE	MOUNTING TYPE & HEIGHT	LOCATION	COMMENTS and/or ADDITIONAL REQUIREMENT
Ceiling Mount Cylinder (with interior black baffles) 	Red/orange/amber LED	Ceiling Surface	if located on shore perpendicular or beach side of structure allow on <u>ground floor</u> only	Interior Black Baffles
Wall Mount Cylinder Down Light (with interior black baffles) 	Red/orange/amber LED	Wall Mount Downward Directed 8 ft from floor	If located on shore perpendicular or beach side of structure allow on <u>first habitable floor</u> only	Interior Black Baffles Hex cell louvers may be required to decrease wall wash
Recessed Ceiling Canister   	Red/orange/amber LED The following <u>short wavelength lamps</u> may only be used for covered driveway entry on <u>landward side of structures</u> <ul style="list-style-type: none"> • Halogen lamp • PAR spot lamps • LED lamps • HPS lamps • Compact Fluorescent 	Recessed Ceiling	If located on shore perpendicular or beach side of structure allow on <u>ground floor</u> only	Interior black baffles Hex cell (honeycomb) louver

Recessed and Wall Mounted Step Lights (louwered or downward directed) 	Red/orange/amber LED	Wall Mount Maximum height 24 inches on Ground Floor only Above Ground Floor Max height 12 inches	Ground Floor and Second level, and pool Deck	If on perimeter of pool deck, must be mounted directed away from beach.
Bollard (with downward directed louvers) 	18w LPS Red/orange/amber LED	Maximum height 42 in	Parking areas, commercial walkway, landscape, pathway and pool Deck	180° to 270° beach side shields on any fixture on perimeter of pool deck or immediately adjacent to beach.
High Intensity Full Cut Off Pole Lights 	18-35 w LPS (if twin head, maximum of 36w total) Orange/amber LED	Pole - maximum height 12 feet	Parking Area Landward side of structure only.	Beach Side shields and/or louvers for any fixture within line of sight of beach.
Paver Lights 	Red/orange/amber LED	In Ground mount	Parking areas, driveways, pathways, pool decks	

Landscape/Pathway Lighting 	Red/orange/amber LED	Ground mount Maximum height 12 inches	Ground Level, landscape	
Signage 	Red/orange/amber LED	Must be mounted with light directed <u>down</u> on to sign. NOT UP	Sign should be on landward side of structure when possible and mounted perpendicular to the beach.	
Garage Lighting (Phoenix) 	35w LPS Amber/Orange/Red LED	Garage Ceiling	Garage	If a parking garage is not fully enclosed with solid walls, without windows, louvers, or screens so that the interior is not visible from any section of beach, only LPS or amber/orange LED lamps shall be used. Additional shields may be necessary if parking is above ground level.
Channel / Rope Lighting 	Red/orange/amber LED <u>NOT colored plastic tubing with white lights</u> <u>No White LED</u>	Must be mounted recessed under steps, bar, etc. and directed down to assure that light source or reflected light is not visible from beach	Pool deck, steps, pool bars.	

Water Feature Lighting	Red/orange/amber LED	Light must be downward or horizontally directed DO NOT <u>direct light up</u>	Submerged lights are only allowed on landward side of structure and only if fully shielded from beach by structure	
Underwater Swimming Pool Lighting	Red/orange/amber LED			
Emergency Egress Lighting 	Red LED Exit signs Full cut off downward directed Emergency egress fixtures may use short wavelength lamps 			Short wavelength lamped emergency egress fixtures must be specified on fixture schedule and plans to be on separate circuit that will only illuminate fixtures during power outage

Revised 4/26/11



Certified Wildlife Lighting

Issues and Policies

Value of Conservation

How You Can Conserve

[Outdoor Recreation](#)

[Living with Wildlife](#)

[Wildlife Assistance](#)

[Wildlife Lighting](#)

[Pollution](#)

[Certification](#)

[Certified](#)

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[Freshwater Programs](#)

[Saltwater Programs](#)

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[Federal Aid](#)

[Special Initiatives](#)

[Our Partners](#)

Fixtures and Bulbs

The fixtures and bulbs on the pages listed below have all been approved through the Wildlife Lighting Certification Process. They are categorized by use. Click on the label to go to the specific page.

Be sure to return to this page often, as new information is added regularly.

	Wall Fixtures		Ceiling Mount Fixtures
	Step Lighting		Pole Fixtures
	Walkway Lighting		Bulbs
	Bollards		Linear LED Lights
	Underwater lighting		

FWC Facts:

Approximately 1.7 million acres of Florida's remaining natural areas have been invaded by nonindigenous plant species, which have degraded and diminished our ecosystem.

[Learn More at AskFWC](#)





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

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9D
Date: March 4, 2018
From: Daniel Dietch, Mayor
Subject: Supplemental Social Services for the Miami Beach School Feeder Pattern

Objective: To explore the interest, feasibility and mechanics to join with the Town of Bay Harbor Islands and the Village of Bal Harbour (and perhaps others) to financially support a child psychologist to supplement the existing social services available in the Miami Beach school feeder pattern.

Consideration: The recent tragedy in Parkland has resulted in a lot of talk about sensible gun legislation. While Surfside has passed Resolution Nos. 13-2130, 13-2162 and 18-2490, urging resolutions requesting common sense actions to help safeguard our community, the responsibility for passing sensible gun legislation can only be legally accomplished by the Florida Legislature and Congress. However important sensible gun regulations may be, it is only part of the solution. Just as important is the focus on addressing the underlying behavioral issues that can lead to senseless acts of violence by school-aged children. Therefore, relying on the partnership model previously used for supporting the school nurse initiative, I suggest we start the discussions with our neighboring communities and the Miami-Dade County School Board to see how we can work collaboratively on this initiative with a report back from the Town Manager within 60 days.

Recommendation: To direct the Town Manager to explore the interest, feasibility and mechanics to join with the Town of Bay Harbor Islands and the Village of Bal Harbour (and perhaps others) to financially support a child psychologist to supplement the existing social services available in the Miami Beach school feeder pattern.



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9E

Date: March 13, 2018

From: Commissioner Tina Paul

Subject: Beach Management for Turtle Season

Objective – To comply with Florida Statute 370.12, the Marine Turtle Protection Act, utilizing recommendations set forth by the Florida Fish and Wildlife Conservation Commission to provide further protection for sea turtles and their natural habitat.

Background – The federal Endangered Species Act lists all five species of sea turtles in Florida as either threatened or endangered. These are Atlantic Loggerhead Turtle, Atlantic Green Turtle, Leatherback Turtle, Atlantic Hawksbill Turtle, and Atlantic Ridley Turtle. Some of the threats facing the mortality of sea turtles daily include, illegal harvesting, habitat encroachment, and pollution (both physical and light). Sea turtles are protected under the Federal Endangered Species Act of 1973 and Florida's Marine Turtle Protection Act (379.2431, Florida Statutes). The state of Florida developed a model lighting ordinance (62B-55, F.A.C.) to guide local governments in creating lighting ordinances. Protection for sea turtles by ordinance exist in the following Municipalities: Panama City Beach, Mexico Beach, Cape Canaveral, Cocoa Beach, Indialantic, Indian Harbor Beach, Melbourne Beach, Satellite Beach, Dania Beach, Deerfield Beach, Ft. Lauderdale, Hallandale Beach, Hillsboro Beach, Hollywood, Lauderdale By The Sea, Pompano Beach, Marco Island, Naples, Jacksonville Beach, Neptune Beach, Flagler Beach, Indian River Shores, Orchid, Vero Beach, Bonita Springs, Ft. Myers Beach, Sanibel, Anna Maria Island, Bradenton Beach, Holmes Beach, Town of Jupiter Island, Golden Beach, Miami Beach, Sunny Isles Beach, Village of Key Biscayne, Key West, Marathon, Village of Islamorada, Fernandina Beach, Destin, Boca Raton, Delray Beach, Highland Beach, Juno Beach, Ocean Ridge, Town of Palm Beach, Town of South Palm Beach, Belleair Beach, Clearwater, Dunedin, Indian Rocks, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Treasure Island, St. Petersburg Beach, St. Augustine Beach, Ft. Pierce, City of Sarasota, Longboat Key, Venice, New Smyrna Beach, Walton.

Consideration – Surfside has adopted the Sea Turtle as its symbol, creating an enthusiastic concern for our native wildlife among residents and visitors. Recently, I received a letter from children, ages 8 and 5, asking me to save the Turtles for future generations. It was also mentioned that their classmates at Ruth K. Broad Elementary School asked teachers if they could all write letters to the Mayor regarding concerns for the turtles safety and protection.

Concurrently, I have been researching material from the Florida Fish and Wildlife Conservation Commission website (myfwc.com) regarding protections for sea turtles and turtle nesting. The present issues in Surfside impacting the safety of our turtles are: beach furniture, private motor vehicles, oceanfront building lights (artificial lights) and increased pollution. Several residents have made requests for town officials to regulate the use of private vehicles on our beach, including private beach cleaning machinery and to address the harsh lighting radiating from new developments in regards to turtle season. Immediate action is necessary, considering turtle nesting season is underway, from March 1 through October 31.

Recommendation – Enact an ordinance to safeguard protection of sea turtles and their habitat. Assign code compliance to establish consent through distribution of information and guidelines from the Florida Fish and Wildlife Conservation Commission to Hotels and Condo management.

See Attachments provided.

The Florida Fish and Wildlife Conservation Commission's Marine Turtle Protection Program has two components:

The FWC Fish and Wildlife Research Institute (FWRI) coordinates collection of nesting and stranding data, facilitates rescue and rehabilitation, and conducts research on sea turtle behavior, migrations, ecology and threats. For more information, please call (727) 896-8626 or visit the FWRI Web site at <http://research.myfwc.com/>

The FWC Imperiled Species Management Section (ISM) coordinates the Commission's management activities to ensure protection of sea turtles. The activities include reviewing and conditioning construction permits to minimize impacts to sea turtles and reviewing and permitting research, rescue and nesting surveys for sea turtles. Section staff also coordinates efforts between local government or non-profit organizations and citizens for marine turtle protection. Contact staff at (850) 922-4330 or visit the ISM sea turtle Web site at MyFWC.com.

Photo Barbara B. James



Common obstacles sea turtles encounter when attempting to nest on Florida's beaches.

Sea turtle protection

The federal Endangered Species Act lists all five species of sea turtles in Florida as either threatened or endangered. In addition, sea turtles are protected by Florida Statute 370.12, the Marine Turtle Protection Act. Anyone found harassing a sea turtle or interfering with the nesting process faces criminal and civil penalties.

**Call the FWC Wildlife Alert number
1-888-404-FWCC to report:**

- Stranded hatchlings
- Harassment of sea turtles
- Disturbance of nests
- Dead or injured sea turtles or hatchlings
- Entangled sea turtles
- Sea turtles caught with fishing gear

Purchase a specialty "Helping Sea Turtles Survive" license plate from your tax collector's office when you register your vehicle or vessel. Proceeds directly benefit sea turtle research and conservation. License plates also are available online at buyaplate.com



I'm helping sea turtles survive.



helpingseaturtles.org



**Florida Fish and Wildlife
Conservation Commission**

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*Habitat and Species Conservation
Imperiled Species Management Section
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Florida sea turtles Share the beach

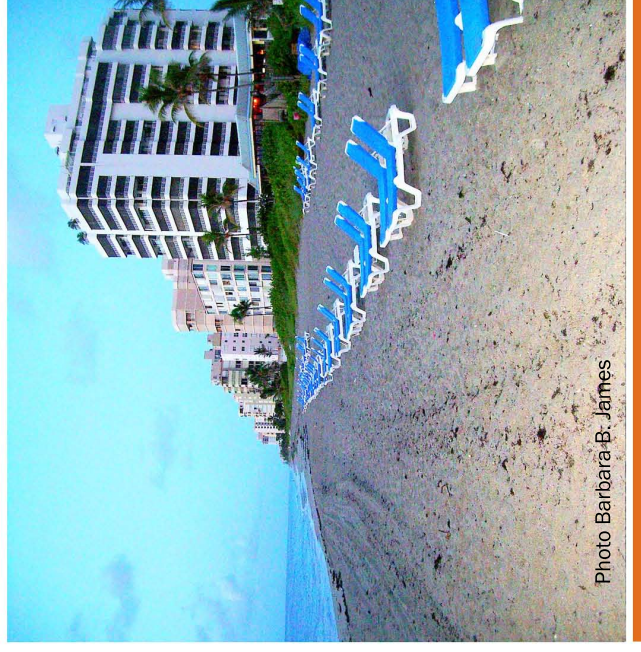


Photo Barbara B. James

Beach Furniture and Sea Turtles

To Reduce Impacts To Sea Turtles From Beach Furniture:

- **Remove furniture from the beach nightly**

At night, furniture should be completely removed from the beach and stored behind the primary dune. Please remember, **heavy equipment is not allowed on the beach during nesting season.** When possible, all furniture should be moved by hand.

- **Stack and arrange furniture**

Marine turtle prefer to nest on the mid to upper beach, protecting their nest from the high tide. Furniture that is left on the beach at night can prevent nesting turtles from reaching the upper beach (See Figure 1). If furniture can not be removed at night, it should be stacked to minimize interference with nesting or hatchling sea turtles (See Figure 2).

Arrange the stacked furniture with the shortest edge facing the shoreline.

Figure 1

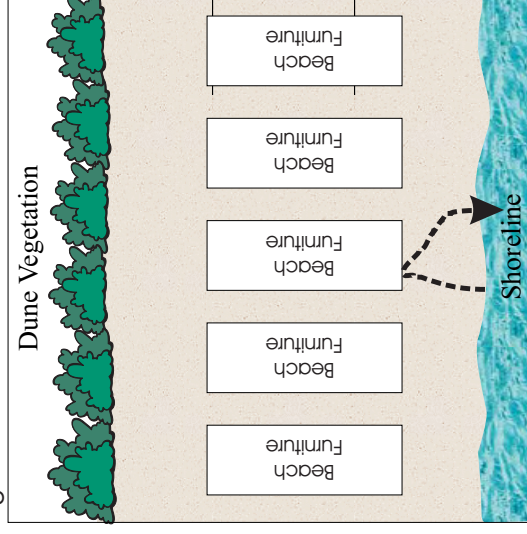
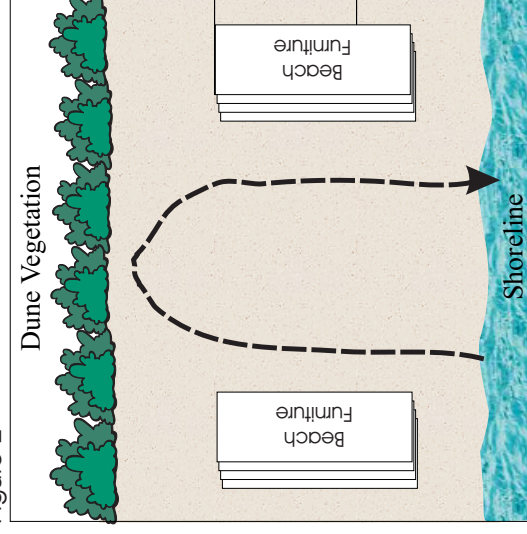


Figure 2



- **Place furniture properly**

No furniture should be placed on the beach until a nesting survey has been completed by a Marine Turtle Permit Holder, who will identify and mark nests. Place furniture **at least 5 feet from any marked nest.**

Furniture should not be placed on salt-resistant vegetation or on the dunes.

- **Use an umbrella holder or sleeve**

To the degree possible, avoid burying umbrella poles during sea turtle nesting season. Either anchor an umbrella holder or sleeve before the nesting season to use throughout the summer, or use umbrellas that clamp directly to the furniture.

If you see someone disturbing a sea turtle nest or see a dead, injured or harassed sea turtle, please call the Florida Fish and Wildlife Conservation Commission at 1-888-404-FWCC.



Florida Fish and Wildlife Conservation Commission

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Mechanical Beach Cleaning Guidelines

Species Profiles

Managed Species

Alligator Management Program

American Crocodile

Bald Eagle

Black Bears

White-tailed deer

Freshwater Turtles

Gopher Tortoise

Manatee

Florida Panther

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Coastal Construction & Other Beach Activities

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Marine Turtle Stakeholder Meeting Summary

Disorientations

Waterfowl

Imperiled Species

Nonnative Species

Invasive Plants

Captive Wildlife

Wildlife Assistance

Beach Cleaning: (Download Brochure)

Beach cleaning involves the removal of material left by the tides or beach goers on Florida's sandy shorelines. Stranded seaweed provides an important food source for beach and near-shore food chains, and should be left in place when possible. Human debris can pose a hazard to humans and animals, and should be removed. The use of mechanized beach cleaning equipment is limited during certain times of the year when threatened and endangered sea turtles are nesting. Those beach cleaners willing to commit to special protections for sea turtles can continue to operate and share the beach with Florida's sea turtles

The Florida Department of Environmental Protection (DEP) regulates mechanized beach cleaning under the [Florida Beach & Shore Preservation Act, Florida Statute 161](#). In order for beach cleaning to occur during nesting season, FWC and DEP have developed special conditions to protect marine turtles, their nests and hatchlings. In higher density areas where marking every nest is not feasible, non-mechanical methods of cleaning, such as hand raking, may be necessary.

Beach Cleaning Conditions - Brevard through Broward and Monroe County:

Because of the high density of turtle nests in Brevard through Broward Counties, special protection measures are required during the sea turtle nesting season (March 1 through October 31) to protect nests:

1. Cleaning can only occur seaward of the high tide line and only during the day.
2. Cleaning can only occur after a Marine Turtle Permit Holder authorized by FWC has surveyed the beach for sea turtle nests .
3. It is the beach cleaner's responsibility to contract with a Permit Holder to conduct nesting surveys during nesting season.
4. If no surveys are done, no cleaning can occur for up to 65 days or until after the end of the nesting season.
5. The Permit Holder must mark all nests within 10 feet of the high tide line.
6. Only equipment with 10-PSI tire pressure can operate on the beach.
7. Cleaning equipment must not penetrate more than two inches into the beach surface.
8. All material collected must be removed from the beach.
9. Cleaning equipment must stay at least 10 feet from salt-tolerant vegetation.

Beach Cleaning Permit Conditions - For All Counties Excluding Brevard Through Broward And Monroe County (8/15/96) (07/02/02)

1. During the marine turtle nesting season (May 1 to October 31), mechanical beach cleaning activities shall be confined to daylight hours (sunrise to sunset).
2. During marine turtle nesting season (May 1 to October 31), the permittee is responsible for ensuring that a daily marine turtle nest survey, protection, and monitoring program is conducted throughout the permitted beach cleaning area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any mechanical beach cleaning. The marine turtle

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survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being followed and a valid F.A.C. Rule 68E-1 Permit issued by the Florida Fish & Wildlife Conservation Commission (FWC).

3. In the event that mechanical beach cleaning occurs prior to completion of the marine turtle nest survey, protection, and monitoring program, mechanical beach cleaning shall not occur landward of the wrack or debris line on that beach until 65 days have passed or after November 30, whichever is earlier. The permittee shall contact the Marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area.
4. All nests left in place shall be marked with a circle of tape or string having a radius of at least three (3) feet, centered at the approximated location of the clutch. An additional marker shall be placed at the base of the dune or seawall to ensure that future location of the nests will be possible should the on-beach markings be lost. No mechanical cleaning equipment is allowed inside of this circle; however, careful removal of material by hand is allowed. All equipment operators should be briefed on the types of marking utilized and should be able to easily contact the individual responsible for the nest survey to verify any questionable areas.
5. In the event that on-beach nest markers are lost for any reason, including vandalism or high water conditions, no mechanical beach cleaning shall be conducted until the marine turtle permit holder identifies the nest and restores the markers. In the event that the nest cannot be found and may have been lost during high water conditions, the permittee shall contact FWC staff at (850) 922-4330 to determine if mechanical beach cleaning can resume. All marine turtle protection conditions shall remain in effect unless specifically waived in writing by FWC.
6. In order to avoid adverse impacts in the event that cleaning accidentally occurs over a nest, mechanical beach cleaning equipment shall not penetrate more than two inches into the surface of the beach. This permit authorizes the use of a vehicle with a maximum tire pressure of 10 p.s.i. and a rake or cleaning apparatus that limits penetration into the surface of the beach to a maximum of two inches. Box blades and front or rear mounted blades are not authorized. No other types of vehicles may be operated on the beach pursuant to this permit. Mechanized beach cleaning shall be accomplished so that no ruts are formed on the beach.
7. Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of the 50 foot setback. Removal of accumulated debris from the beach must occur immediately after cleaning has been performed.
8. Operators of mechanical beach cleaning equipment shall avoid all native, salt tolerant dune vegetation by a minimum of 10 feet.

Beach Cleaning Common Questions:**What authorizations do I need to beach clean?**

To clean the beach using mechanized equipment, you need a permit from the Florida Department of Environmental Protection. You may also need a permit from your County or City.

Where is sea turtle nesting habitat?

Nesting habitat includes all sandy beaches adjoining the waters of the Atlantic Ocean, the Gulf of Mexico, and the Straits of Florida in all coastal counties and all inlet shorelines of those beaches (F.A.C. 62B-55.003). On the beach, nesting habitat extends from the high tide line to the top of the dune or seawall.

When is sea turtle nesting season?

Sea turtle nesting season starts March 1 in Brevard through Broward Counties (where most leatherback nesting occurs). In all other counties, May 1 is the start of sea turtle nesting season. Although most nesting is finished by September, the nesting season extends through October 31, when most eggs have hatched ([F.A.C. 62B-55](#)).

Can I bury seaweed on the beach?

You may request to bury organic matter in the wet portion of the beach on an ebb tide. All other material must be removed immediately from the beach.

Why can't I just avoid the turtle crawls?

Data on the number of sea turtle emergences are used to determine the "status" of sea turtle species whether they're endangered or threatened. The state has worked hard to standardize their survey procedures to provide the best data possible. It is impossible to assess turtle tracks, or to determine whether the turtle nested or not, on a beach after mechanical cleaning has occurred.

Whom to Call

FWC Facts:

An octopus can change its shape and color to blend in with its surroundings.

Learn More at AskFWC



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Pursuant to section 120.74, Florida Statutes, the Fish and Wildlife Conservation Commission has published its [2017 Agency Regulatory Plan](#).



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Wildlife Lighting

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Special Initiatives



The Wildlife Lighting Certification Program is a cooperative effort between the Florida Fish and Wildlife Conservation Commission and the U.S. Fish and Wildlife Service designed to educate the members of the public, the building industry, and government officials how to minimize adverse impacts to wildlife by using proper lighting methods



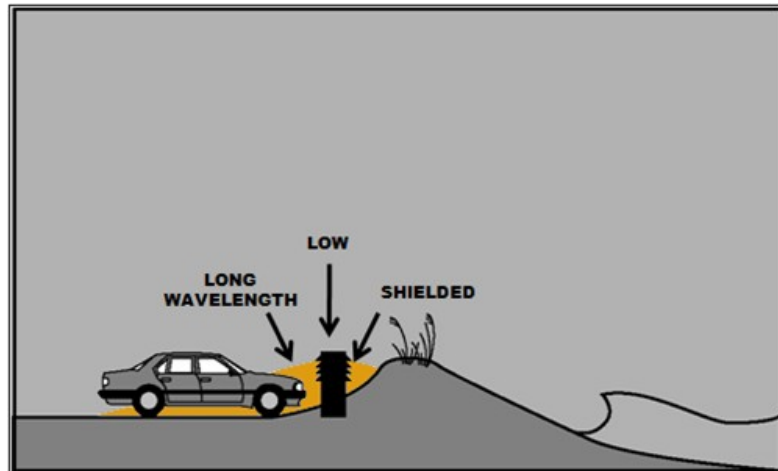
The Concerns:

Lighting pollution is a serious threat to many types of wildlife. Each year, artificial lights cause disruption of behavior, injury and death to thousands of migrating birds, sea turtles and other reptiles, amphibians, and mammals, and invertebrates. To read more about the effects of lighting on these animals, go to [About Lighting Pollution](#).

The Solution:

First and foremost, there is simply NO SUBSTITUTE FOR NATURALLY DARK HABITAT. Turning out unnecessary lights is simplest, most effective, and most energy efficient solution to this issue.

However, for situations where artificial lighting is absolutely required for safety and security, the Florida Fish and Wildlife Conservation Commission and the U.S. Fish and Wildlife Service have teamed up to develop the Wildlife Lighting Certification Program. This program is designed to educate the members of the public, the building industry, and government officials how to minimize artificial light impacts to wildlife by using proper lighting methods and identifying appropriate lighting fixtures, shields, and lamps. Appropriate wildlife lighting meets ALL THREE of the criteria below. For more information on these criteria, click on [Certification Process](#).



Keep it **LOW** - mount the fixture as low as possible to minimize light trespass, and use the lowest amount of light needed for the task

Keep it **SHIELDED** - fully shield the light so bulbs and/or glowing lenses are not visible to minimize light trespass

Keep it **LONG** - use long wavelength light sources (ambers and reds) in the appropriate lighting fixtures

How to Use This Site:

- **Lighting manufacturers, distributors and vendors:** To determine if an appropriate fixture and/or lamp could be approved as Wildlife Lighting Certified and be placed on our certified web page, please view our Wildlife Lighting [Certification Process](#).
- **Home Owners, Property Managers, Developers, Code Enforcement Officers, and other interested parties:** To minimize artificial lighting, please explore wildlife-friendly lighting options on the [Certified Fixtures and Bulbs](#) page.
- **Communities:** To become a designated [Wildlife Lighting Certified Community](#) please see our certification process page.
- **Grants:** To apply for lighting grants, please view the [lighting grants program page](#).
- **Information:** To learn more about wildlife lighting issues and the effects of artificial light on wildlife, please view pages on [About Lighting Pollution](#) and Wildlife Lighting [Publications](#).

FWC Facts:

Healthy lakes with vibrant fisheries enhance property values & development potential and justify the need for sustainable development practices to protect them into the future.

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Employee Resources (Password required)
 Intranet Portal | Outlook E-Mail | Retiree Info
 Disaster Information for FWC Employees

FWC APPROVED SEA TURTLE LIGHTING

All exterior lighting for the entire project area including structural and landscape lighting must be reviewed and approved by FWC regardless of whether or not the area is seaward of the CCCL

ACCEPTABLE FIXTURES

All exterior fixtures on the seaward and the shore perpendicular sides of the building (and on the landward side of the building if they are visible from the beach) should be well shielded, full cut-off, downward directed type fixtures. All exterior fixtures on the landward side of the building should be downward directed only.

ACCEPTABLE LAMPS / BULBS AND OTHER LIGHT SOURCES

Long wave length lights, e.g. those that produce light that measures greater than 560 nanometers on a spectroscopic, are necessary for all construction visible from and adjacent to marine turtle nesting beaches. Bright white light, such as metal halide, halogen, fluorescent, mercury vapor and incandescent lamps will not be approved. Filters are unreliable and not allowed. Limited use of shorter wavelength lights may be approved in areas where direct and indirect light or glow could not possibly be visible from the beach upon approval by FWC.

ACCEPTABLE LAMPS

- Low Pressure Sodium (LPS) 18w, 35w
- Red, orange or amber LED (true red, orange or amber diodes, NOT filters)
- True red neon
- Other lighting sources that produce light of 560 nm or longer

***** FWC approved lighting may be found at <http://www.myfwc.com/wildlifehabitats/managed/sea-turtles/turtles-lights/> *****

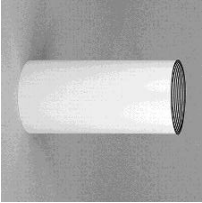



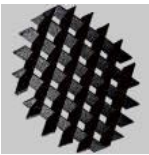
STATEMENT ABOUT TURTLE GLASS ON LIGHTING PLAN





The plan shall reflect that tinted glass or film with a visible light transmittance value of forty-five (45) percent or less shall be applied to all windows and doors within line of sight of the beach. This includes the seaward and shore-perpendicular sides of the structure. This may be specified in the notes section on the Lighting Plan architectural drawing and should be included in the FDEP Permit Conditions.


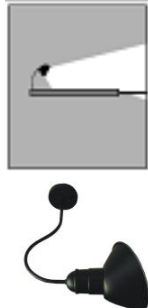

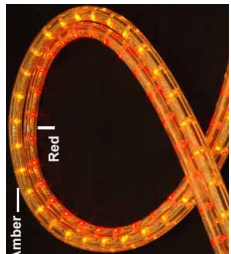
THE FOLLOWING ARE NOT ALLOWED

- Private balcony lights
- Pond lights
- Tree strap downlights
- Dune walkover lighting
- Fountain lights on beach or shore perpendicular side of structure
- Decorative lighting, not necessary for human safety or security

EXAMPLES OF TURTLE FRIENDLY FIXTURES

FIXTURE	LAMP & WATTAGE	MOUNTING TYPE & HEIGHT	LOCATION	COMMENTS and/or ADDITIONAL REQUIREMENT
Ceiling Mount Cylinder (with interior black baffles) 	Red/orange/amber LED	Ceiling Surface	if located on shore perpendicular or beach side of structure allow on <u>ground floor only</u>	Interior Black Baffles
Wall Mount Cylinder Down Light (with interior black baffles) 	Red/orange/amber LED	Wall Mount Downward Directed 8 ft from floor	If located on shore perpendicular or beach side of structure allow on <u>first habitable floor only</u>	Interior Black Baffles Hex cell louvers may be required to decrease wall wash
Recessed Ceiling Canister   	Red/orange/amber LED <u>The following short wavelength lamps may only be used for covered driveway entry on landward side of structures</u> <ul style="list-style-type: none"> • Halogen lamp • PAR spot lamps • LED lamps • HPS lamps • Compact Fluorescent 	Recessed Ceiling	If located on shore perpendicular or beach side of structure allow on <u>ground floor only</u>	Interior black baffles Hex cell (honeycomb) louver

Recessed and Wall Mounted Step Lights (louwered or downward directed) 	Red/orange/amber LED	Wall Mount Maximum height 24 inches on Ground Floor only Above Ground Floor Max height 12 inches	Ground Floor and Second level, and pool Deck	If on perimeter of pool deck, must be mounted directed away from beach.
Bollard (with downward directed louvers) 	18w LPS Red/orange/amber LED	Maximum height 42 in	Parking areas, commercial walkway, landscape, pathway and pool Deck	180° to 270° beach side shields on any fixture on perimeter of pool deck or immediately adjacent to beach.
High Intensity Full Cut Off Pole Lights 	18-35 w LPS (if twin head, maximum of 36w total) Orange/amber LED	Pole - maximum height 12 feet	Parking Area Landward side of structure only.	Beach Side shields and/or louvers for any fixture within line of sight of beach.
Paver Lights 	Red/orange/amber LED	In Ground mount	Parking areas, driveways, pathways, pool decks	

Landscape/Pathway Lighting 	Red/orange/amber LED	Ground mount Maximum height 12 inches	Ground Level, landscape	
Signage 	Red/orange/amber LED	Must be mounted with light directed <u>down</u> on to sign. NOT UP	Sign should be on landward side of structure when possible and mounted perpendicular to the beach.	
Garage Lighting (Phoenix) 	35w LPS Amber/Orange/Red LED	Garage Ceiling	Garage	If a parking garage is not fully enclosed with solid walls, without windows, louvers, or screens so that the interior is not visible from any section of beach, only LPS or amber/orange LED lamps shall be used. Additional shields may be necessary if parking is above ground level.
Channel / Rope Lighting 	Red/orange/amber LED <u>NOT colored plastic tubing with white lights</u> <u>No White LED</u>	Must be mounted recessed under steps, bar, etc. and directed down to assure that light source or reflected light is not visible from beach	Pool deck, steps, pool bars.	

Water Feature Lighting	Red/orange/amber LED	Light must be downward or horizontally directed DO NOT <u>direct light up</u>	Submerged lights are only allowed on landward side of structure and only if fully shielded from beach by structure	
Underwater Swimming Pool Lighting	Red/orange/amber LED			
Emergency Egress Lighting  	Red LED Exit signs Full cut off downward directed Emergency egress fixtures may use short wavelength lamps			Short wavelength lamped emergency egress fixtures must be specified on fixture schedule and plans to be on separate circuit that will only illuminate fixtures during power outage

Revised 4/26/11

2/24/18

Dear Tina, My favorite animals
are turtles and we need to
save them because I want
the future to see the
magnificent creatures
so can you please
help me save them.

Love Sofia E
EMILIO

Chapter 6 - ANIMALS

ARTICLE I. - IN GENERAL

1. Sec. 6-8. - Enforcement.

It shall be the duty of all city law enforcement personnel, and the city manager, by and through his duly appointed subordinates, to enforce the provisions of this chapter. Officers of the Broward County Animal Care and Regulation Division shall have full authority to enforce the provisions of this chapter and all applicable provisions of the county code within the city.

(Code 1980, § 6-8; Ord. No. 2002-19, § 1, 10-15-2002)

2. Sec. 6-9. - Prohibited activities.

The following activities involving direction illumination of portions of the beach are prohibited on the beach at nighttime during the nesting season for the protection of nesting females, nests, and hatchling marine turtles:

(1)

The operation of motorized vehicles, except emergency and law enforcement vehicles or those permitted on the beach for marine turtle conservation or research.

(2)

The building of campfires or bonfires.

(Ord. No. 2001-26, § 2, 12-4-2001)

3. Sec. 6-10. - Standards for new development.

To provide the highest level of protection for nesting marine turtles and their hatchlings, the following standards apply to artificial light sources on new coastal construction:

(1)

Exterior artificial light fixtures must be designed and positioned so that:

a.

The point source of light or any reflective surface of the light fixture is not directly visible from the beach;

b.

Areas seaward of the frontal dune are not directly, indirectly or cumulatively illuminated.

(2)

Exterior artificial light fixtures within direct line-of-sight of the beach are considered appropriately designed if:

a.

Completely shielded downlight only fixtures or recessed fixtures having low wattage (i.e. 50 watts or less) "bug" type bulbs and nonreflective interior surfaces are used. Other fixtures that have appropriate shields, louvers, or cut-off features may also be used if they are in compliance with subsection (1)a. and b. above; and

b.

All fixtures are mounted as low in elevation as possible through the use of low mounted wall fixtures, low bollards, and ground-level fixtures.

(3)

Floodlights, uplights or spotlights for decorative and accent purposes that are directly visible from the beach, or which indirectly or cumulatively illuminate the beach, shall not be used.

(4)

Exterior lights used expressly for safety or security purposes shall be limited to the minimum number and configuration required to achieve their functional role(s). The use of motion detector switches that keep lights off except when approached and that switch lights on for the minimum duration possible is preferred.

(5)

Only low intensity lighting shall be used in parking areas within line-of-sight of the beach. Such lighting shall be:

a.

Set on a base which raises the source of light no higher than 48 inches off the ground; and

b.

Positioned or shielded so that the light is cast downward and the source of light or any reflective surface of the light fixture is not visible from the beach and does not directly or indirectly illuminate the beach.

(6)

Parking areas and roadways, including any paved or unpaved areas upon which motorized vehicles will park or operate, shall be designed and located to prevent vehicular headlights from directly or indirectly illuminating the beach.

(7)

Vehicular lighting, parking area lighting, and roadway lighting shall be shielded from the beach through the use of ground-level barriers. Ground-level barriers must not interfere with marine turtle nesting or hatchling emergence, or cause short- or long-term damage to the beach/dune system.

(8)

Tinted glass shall be installed on all windows and glass doors of single or multi-story structures within line-of-sight of the beach.

(9)

Use of appropriately shielded low pressure sodium vapor lamps and fixtures are preferred for high-intensity lighting applications such as lighting parking areas and roadways, providing security, and similar applications.

(10)

Temporary lighting of construction sites during the marine turtle nesting season shall be restricted to the minimal amount necessary and shall incorporate all of the standards of this article.

(Ord. No. 2001-26, § 2, 12-4-2001)

4. Sec. 6-11. - Standards for existing development.

modified

By January 1, 2003, all light sources or reflective surfaces illuminated by such sources that are visible from the beach shall comply with the following:

(1)

Existing artificial light fixtures shall be repositioned, modified, or removed so that:

a.

The point source of light or any reflective surface of the light fixture is not directly visible from the beach;

b.

Areas seaward of the frontal dune are not directly, indirectly or cumulatively illuminated.

(2)

The following measures shall be taken to reduce or eliminate the negative effects of existing exterior artificial lighting:

a.

Reposition fixtures so that the point source of light or any reflective surface of the light fixture is no longer visible from the beach;

b.

Replace fixtures having an exposed light source with fixtures containing recessed light sources or shields;

c.

Replace traditional light bulbs with yellow "bug" bulbs not exceeding 25 watts, low pressure sodium vapor bulbs, red light emitting diodes or true neon light sources;

d.

Replace nondirectional fixtures with directional fixtures that point down and away from the beach;

e.

Replace fixtures having transparent or translucent coverings with fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach;

f.

Replace pole lamps with low profile, low-level luminaries so that the light source or any reflective surface of the light fixture is not visible from the beach;

g.

Plant or improve vegetation buffers between the light source and the beach to screen light from the beach;

h.

Construct a ground level barrier to shield light sources from the beach. Ground level barriers must not interfere with marine turtle nesting or hatchling emergence, or cause short- or long-term damage to the beach/dune system;

i.

Permanently remove or disable any fixture, which cannot be brought into compliance with the provisions of these standards.

(Ord. No. 2001-26, § 2, 12-4-2001)



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Handtrucks2GO » Carts » Beach Carts

Sandhopper Motorized Beach Wagon 34" x 60"

Print



Up for sale here is the Sandhopper 34" wide x 60" long electric beach wagon, is the Extra Large wagon in the [Sandhopper beach wagon](#) family.This battery powered beach cart is fully motorized and features a variable forward and reverse speed throttle (0-4 MPH) and hand brake, both conveniently located on the specially designed steering handle.

They are equipped with the famous Wheelleez low pressure tires, which are known to be the ultimate tire for beach sand use. Choose from 30 cm. x 18 cm. (12" x 7") or 42 cm x 20 cm. (16" x 8") tires. Now also available with 15" turf tires.

The Sandhopper has a standard range of 3-4 miles on a full charge (on the standard 24 volt 22 AH battery). Upgrade to heavier duty batteries for up to a 10 mile range. Will carry up to 500lbs with the 12" wheels and 700lbs with the 16" wheels.

The Sandhopper is the ideal tool for families (especially young children, special needs, and elderly members) to take their equipment to the outdoors and enjoy the fresh air at the beach, which was next to impossible in the past. Full line of accessories to accommodate those families to make their adventures much more pleasant and enjoyable. It is also ideal for resorts located on the beach front, allowing them to make 1 or 2 trips to bring beach equipment, drinks, and food to the beachfront, instead of having to go back and forth numerous times.

Besides being the best electric beach wagon, it can also easily go over steep hills, ramps and rough terrain.Besides being the best electric beach wagon, it can also easily go over steep hills, ramps and rough terrain.

The all aluminum built cart is Made in the USA and comes standard with a sand color powder coat finish deck, silver uprights, and black rails. Special custom colors for the deck and rails include: **Black, Blue, or Red**, (delays lead time to 1 week instead of 3 days).

Also available in these other sizes:

(1 reviews)

FREE Free Shipping!

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ITEM - S3460-30

Quantity: 1

OUR PRICE - \$3074.99

ADD TO CART

Wheels:

12 Inch Wheelleez

Finish:

Sand

Battery:

24 Volt 22 AH

Accessories:

☐ Solar Charger(+\$150.00)

☐ Lock Box Safe(+\$100.00)

☐ Seat (1)(+\$95.00)

☐ Seats (2)(+\$190.00)

☐ Hitch Attachment(+\$400.00)

☐ Cooler Tray(+\$120.00)

☐ Cooler Tray with Table Top(+\$210.00)

☐ Surf Rack(+\$230.00)

☐ Cup + Fishing Pole Holder(+\$85.00)

☐ USB Port(+\$100.00)

[Sandhopper Mini Electric Beach Wagon 20" Wide x 40" Long](#)

[Sandhopper Electric Beach Wagon 24" Wide x 48" Long](#)


[Sandhopper Electric Beach Wagon 30" Wide x 48" Long](#)

[Sandhopper Electric Beach Wagon 30" Wide x 60" Long](#)


Wagon weight: 95 - 145 lbs depending on size


Motor Specs: Geared Motor, 18;1 Ratio, 24 Volt


Please Note: All accessories will come in either black or sand color.



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Electric Beach Wagon for the Sand



With the Sandhopper getting all your stuff to the beach will actually be something to look forward to. Be the envy of all beach goers with this amazing cart, beef it up with some value added accessories to make it even more unbelievable. Families have been using the Sandhopper beach wagons in southern California for the past 12 years, now we are proud to offer it on the web, so you too can enjoy it, wherever you are!

On the control panel of the High performance Sandhopper there is a toggle switch that can control the minimum and maximum speed of the Sandhopper. The braking system includes a brake handle that can apply the brakes to the rear wheels and can be used as a parking brake.

The controller also has a feature to apply the brakes electronically to the rear wheels via the high performance fan cooled drive motor, as the wagon slows down it also regenerates the batteries to maximize the range of the Sandhopper. This setup is great for customers that go down steep hills and want maximum control of the wagon.

Make sure to have a look at the Detailed Images up on top, to see the full line of available add-ons.

- LED display battery level indicator on steering handle
- On the front control panel there is a key switch, included
- Charging port for the included home charger and optional solar charger
- Rear wheel stainless steel disk brake to control your down hill speed.
- Regenerative braking system adds life to your battery power
- Side rails are all independently removable and are very resistant to deformation.
- All aluminum Unibody deck is protected by a powder coated paint
- Under carriage Is also powder coated to protect from the salt air
- Total width of the Sandhopper is also dependent on the wheel type and size but they all can go through a 34-inch doorway.
- Inside Usable Dimensions of platform 32" wide x 58" long
- Only 3 welds on the complete wagon, what that means, is all the parts are serviceable and replaceable.
- Years of perfecting the design to make the perfect wagon that will last for many years of usage in harsh environments.
- Comes fully assembled
- 90 day manufacturer warranty

Sandhopper Motorized Beach Wagon 34" x 60" - Reviews


Average customer rating:

(1 reviews)

5 stars:	1 review(s)
4 stars:	0 review(s)
3 stars:	0 review(s)
2 stars:	0 review(s)
1 stars:	0 review(s)

Only those who bought this product are allowed to add review
If you've already bought this product, please [sign in](#) and add your own review!

1 Most recent customer reviews (see all reviews):

Bri Sullivan 
City: **Spring**
State: **Texas**

Aug 4, 2017

Great product! Great service! If we are ever in the need for another....we will be back!

Advantages: 1) product (2) service

Disadvantages: none



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CONNECT





**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9F

Date: March 13, 2018

From: Commissioner Tina Paul

Subject: Pelican Harbor Seabird Station 29th Anniversary & Year of the Bird Fundraising Event.

Background – Town of Surfside has previously provided sponsorship of Pelican Harbor Seabird Station (“Pelican Harbor”), a non-profit organization. Pelican Harbor is the oldest and largest full service wildlife hospital in Miami-Dade County dedicated to the rescue, rehabilitation and release of sick, injured or orphaned brown pelicans, seabirds and other native wildlife. Pelican Harbor has treated 27 native birds from Surfside in the past two years at an average cost of \$600 per patient or \$11,000 total invested in the treatment for Pelicans from Surfside. Since hurricane Irma, Pelican Harbor has had an increase in bird species treated, having already treated 38 species and 171 patients so far this year.

Consideration – On April 14, 2018, Pelican Harbor will host their annual fundraising event for the 39th Anniversary & Year of the Bird celebration to be held at the Miami Shores Country Club. They have asked for Town of Surfside to consider support through sponsorship. Other municipalities providing continued support to their organization include: El Portal, Biscayne Park, North Bay Village, South Miami, North Miami Beach and Bay Harbor Islands.

As a thank you for \$1,000 White Ibis Sponsorship, Pelican Harbor offers:

- 4 tickets to the Pelican Party
- A great PR opportunity
- Corporate logo and Municipality name on banners and slideshow at event and PHSS website
- Special pre-event Sponsor’s reception
- An offer of Operation Rescue training to staff, police, code compliance, lifeguards, etc.
- Release a bird and publicly and thank the Town of Surfside for sponsoring the patients release
- A table at a community event for 2 – 8 hours (based on the needs of the event)

Recommendation – Approve the sponsorship in the amount of \$1,000 and coordinate with Pelican Harbor Seabird Station for a public release of a seabird at our Earth Day celebration.



Town of Surfside

Funding for Not-For Profit

Or Other

Charitable Organizations

APPLICATION

1. Legal name of Organization: Pelican Harbor Seabird Station
Mailing Address: 1279 NE 79 ST. City Miami, FL 33138
Contact Number: 305-762-7633

2. Does your corporation/organization fall within Section 501 (c)(3) or Section 501(a) of the Internal Revenue Code?

YES ☒ (Attach proof of tax exempt status) NO ☐

3. Contact person (If different from above): Christopher Bytkin
Official Title: Executive Director
Mailing Address: SAME AS ABOVE
Contact Number: 305-762-7633

☒ Not-for-Profit ☐ Charitable

4. Provide a brief description of the organization's goals and objectives:
Pelican Harbor Seabird Station is dedicated to the
rescue, rehabilitation and release of sick, injured or
orphaned brown pelicans, seabirds and other native
wildlife; and the preservation and protection of these
species through educational and scientific means.

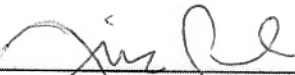
5. Amount of Funding Requested: \$1,000⁰⁰

6. Provide a brief description of how Town funds would be spent and identify the community need(s) to be addressed. This should include exactly will be provided and to how many people (Town residents):

These funds will be used to rehabilitate injured pelicans, seabirds and other native birds/wildlife from Surfside. In addition to treating injured birds from Surfside, PHSS will conduct education at Earth Day, release a pelican and publicly thank Surfside for sponsoring the birds recovery. Up to four elected officials/spouses will be able to attend Pelican Party and represent the Town of Surfside at the event.
Pelican Party - 25 Town residents
Surfside Earth Day - 200 Town residents
Surfside Bird Rescues - 30-120 Town residents

CERTIFICATION:

As official signatory, I hereby certify that the information included in this application is complete and correct.

Signature: 
Print Name: Tina Paul
Title: Commissioner
Date: March 2, 2018

Submit application and documents to:

Town of Surfside
c/o Town Manager Office
9293 Harding Avenue
Surfside, FL 33154

**Consumer's Certificate of Exemption**

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012640670C-3	06/30/2017	06/30/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PELICAN HARBOR SEABIRD STATION INC
1279 NE 79TH ST
MIAMI FL 33138-4206

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