



**Town of Surfside
Regular Town Commission Meeting**

AGENDA

May 8, 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 community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.

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. FIND Grant Presentation by T. Spencer Crowley, III, Miami-Dade County**
FIND Commissioner – Guillermo Olmedillo, Town Manager

2. Quasi-Judicial Hearings

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

A. Minutes – Sandra Novoa, MMC, Town Clerk

- April 10, 2018 Regular Town Commission Meeting Minutes – Page 1 - 11

***B. Town Manager's Report – Guillermo Olmedillo, Town Manager – Pages 12 - 35**

***C. Town Attorney's Report – Weiss Serota, Town Attorney – Pages 36 - 39**

D. Committee Reports – Guillermo Olmedillo, Town Manager – Pages 40 - 51

- February 22, 2018 Planning and Zoning Board Meeting Minutes
- March 19, 2018 Parks and Recreation Committee Meeting Minutes
- March 29, 2018 Planning and Zoning Board Meeting Minutes

E. Nurse Enhancement Initiative – Guillermo Olmedillo, Town Manager – Pages 52 - 64

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE AND THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY HARBOR ISLANDS, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2018/2019 FOR PARTICIPATING SCHOOLS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Ratifying Authorization and Direction to File and Join Firearm Preemption Lawsuit – Guillermo Olmedillo, Town Manager – Pages 65 - 70

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING THE AUTHORIZATION AND DIRECTION TO FILE A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS PUNISHING ELECTED OFFICIALS SET FORTH IN SECTION 790.33, FLORIDA STATUTES, FOR VIOLATING THE PREEMPTION RELATED TO THE REGULATION OF FIREARMS AND AMMUNITION ARE INVALID, AND INVITING OTHER LOCAL GOVERNMENTS TO JOIN THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Approval for Mrs. Dori Delgado, Ruth K. Broad K-8 Center Retirement Proclamation - Mayor Daniel Dietch – Pages 71 - 72

H. Law Day Proclamation – Vice Mayor Daniel Gielchinsky – Pages 73 - 75

I. Community Center Pool Heater – Guillermo Olmedillo, Town Manager – Pages 76 - 78

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA RATIFYING AND APPROVING THE EMERGENCY PURCHASE OF A HEATER FOR THE COMMUNITY CENTER POOL; PROVIDING FOR IMPLEMENTATION; 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. Maximum Building Length - Guillermo Olmedillo, Town Manager –**
[Deferred from the April 10, 2018 Regular Town Commission Meeting] Pages 79 - 85

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.

- 2. Surfside Development Approval Procedures Update - Guillermo Olmedillo, Town Manager –** *[Deferred from the April 10, 2018 Regular Town Commission Meeting] Pages 86 - 92*

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.

- 3. Lighting Regulations for Marine Turtle Protection - Guillermo Olmedillo, Town Manager –** *[Deferred to May 22, 2018 at 6:00 PM or as soon as thereafter] Pages 93 - 103*

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CODE BY CREATING ARTICLE VI, “LIGHTING REGULATIONS FOR MARINE TURTLE PROTECTION” OF CHAPTER 34 “ENVIRONMENT”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR EFFECTIVE DATE.

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

B. First Reading Ordinances

- 1. Adoption of Cone of Silence for Town Procurements – Guillermo Olmedillo,
Town Manager – Pages 104 - 110**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CODE BY AMENDING SECTION 3-17, "OPT OUT INVOKED" OF CHAPTER 3 "PURCHASING" TO IMPLEMENT A CONE OF SILENCE PROVISION FOR PROCUREMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR EFFECTIVE DATE.

5. Resolutions and Proclamations

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

- A. Public Works Lift Truck Purchase – Guillermo Olmedillo, Town Manager –
Pages 111 - 125**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 FORD F-550 LIFT TRUCK FOR THE PUBLIC WORKS DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$120,000.00 FROM THE FISCAL YEAR 2017/2018 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(7)E OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Town Hall Municipal Complex Public Private Partnership (P3) Advisory
Services - Guillermo Olmedillo, Town Manager – Pages 126 - 149**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAMBERT ADVISORY, LLC FOR PUBLIC-PRIVATE PARTNERSHIP (P3) ADVISORY SERVICES FOR THE UNSOLICITED PROPOSAL RECEIVED ON THE TOWN HALL PROPERTY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Abbott Parking Lot Public Private Partnership (P3) Advisory Services -**
Guillermo Olmedillo, Town Manager – Pages 150 - 173

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAMBERT ADVISORY, LLC FOR PUBLIC-PRIVATE PARTNERSHIP (P3) ADVISORY SERVICES FOR THE UNSOLICITED PROPOSAL RECEIVED ON THE ABBOTT LOT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. Employment Agreement for Chief of Police –** Guillermo Olmedillo, Town Manager – Pages 174 - 182

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN EMPLOYMENT AGREEMENT FOR CHIEF OF POLICE WITH JULIO I. YERO; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE EMPLOYMENT AGREEMENT; 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. Curb Enhancement at Abbott and 88 Street –[Verbal] - Guillermo Olmedillo, Town Manager

B. Board and Committee Appointments – Sandra Novoa, MMC, Town Clerk

- *Design Review Board – At Large*
- *Tourist Board – Commissioner Barry Cohen*
- *Personnel Appeals Board – Vice Mayor Gielchinsky*
- *Pension Board – At Large*

- *Sustainability Subcommittee – Commissioner Karukin*
- *Police Pension Board Appointee Joe Matthews – Ministerial Ratification by Town Commission*

C. Downtown Business District Parking Requirement Waiver – Guillermo Olmedillo, Town Manager – Pages 182 - 184

D. Streetscapes Design Forum – Vice Mayor Daniel Gielchinsky – Pages 185 - 187

E. “Share the Road Project” Safety and Walkability Proposal – Commissioner Tina Paul – Pages 188 - 195

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

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

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

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

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

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



**Town of Surfside
Regular Town Commission Meeting**

MINUTES

April 10, 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 7:01 p.m.

B. Roll Call of Members

Town Clerk Novoa called the roll with the following members present: Mayor Deitch, Commissioner Karukin, and Vice Mayor Gielchinsky. Commissioner Paul arrived at 7:04 p.m. and Commissioner Cohen arrived at 7:09 p.m.

C. Pledge of Allegiance

Town Clerk Sandra Novoa led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Vice Mayor Gielchinsky wished all belated happy holidays. Mayor Dietch reflected on his statement made in 2010 when he was elected to office which stands today as his commitment to the town.

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

Commissioner Paul made a motion to take Item 9C before Item 4A1. The motion received a second from Vice Mayor Gielchinsky and all voted in favor with Commissioner Cohen absent.

Regarding Item 4A3 which is deferred, Vice Mayor Gielchinsky provided an update of the discussion which took place at the Planning and Zoning Meeting.

F. Community Notes – Mayor Daniel Dietch

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

G. Legislature Update by Senator Campbell – Mayor Daniel Dietch

Senator Campbell gave an update on legislative issues and presented a resolution on behalf of the Town of Surfside.

H. Legislative Session Update from Fausto Gomez – Guillermo Olmedillo, Town Manager

Mr. Gomez gave an update on the legislative sessions and introduced new members of his delegation. Jonathan Kilman provided an update on policy issues. The Town Attorney gave information on beachfront areas. Mr. Gomez addressed questions from the Commission.

2. Quasi-Judicial Hearings

3. Consent Agenda

Commissioner Paul made a motion to approve all consent agenda items as presented below. The motion received a second from Commissioner Cohen and all voted in favor.

A. Minutes – Sandra Novoa, MMC, Town Clerk

- **March 13, 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

- **January 25, 2018 Sustainability Subcommittee Meeting Minutes**
- **February 26, 2018 Parks and Recreation Committee Meeting Minutes**

E. Pelican Harbor Seabird Station Donation – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AND APPROVING A DONATION TO THE PELICAN HARBOR SEABIRD STATION IN SUPPORT AND SPONSORSHIP OF THEIR PROGRAMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

F. Ruth K. Broad K-8 Parent Teacher Association Donation - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AND APPROVING A DONATION TO THE RUTH K. BROAD K-8 PARENT TEACHER ASSOCIATION FOR A MEMORIAL SCULPTURE FOR MARJORY STONEMAN DOUGLAS HIGH SCHOOL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

G. Certifying Election Results – Sandra Novoa, Town Clerk

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE GENERAL MUNICIPAL ELECTION HELD ON MARCH 20, 2018 FOR THE ELECTION OF MAYOR AND FOUR (4) TOWN COMMISSIONERS; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

H. Arbor Day Proclamation Approval – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE ADOPTING A PROCLAMATION HONORING THE IMPORTANCE OF TREES FOR THE TOWN OF SURFSIDE’S COMMUNITY AND ENVIRONMENT AND ENCOURAGING THE PLANTING OF TREES; PROCLAIMING APRIL 17, 2018 IN THE TOWN OF SURFSIDE AS “ARBOR DAY”; PROVIDING APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

4. Ordinances

A. Second 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.

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 motion received a second from Commissioner Paul and all voted in favor.

2. 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.

Town Commission discussed the item. Commissioner Paul stated that she would like to add to the ordinance, small diameter decorative stones which can become airborne. There was some discussion among the Commission about enforcement of that concern.

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

Passing the gavel, Mayor Dietch made a motion to approve. The motion received a second from Commissioner Gielchinsky and carried 3-1 with Commissioner Karukin voting in opposition and Commissioner Cohen absent for the vote.

3. Maximum Building Length – Guillermo Olmedillo, Town Manager {Deferred to May, 8, 2018 Commission Meeting at 7:00 p.m. or soon thereafter}

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.

Town Clerk Sandra Novoa read the title of the ordinance. It was confirmed by the Town Manager that zoning in progress was still in place.

Vice Mayor Gielchinsky made a motion to defer the item to the May, 8, 2018 Commission Meeting at 7:00 p.m. or soon thereafter. After passing the gavel, the motion received a second from Mayor Dietch and all voted in favor with Commissioner Cohen absent for the vote.

4. **Surfside Development Approval Procedures** – Guillermo Olmedillo, Town Manager *{Deferred to May, 8, 2018 Commission Meeting at 7:00 p.m. or soon thereafter}*

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.

Town Clerk Sandra Novoa read the title of the ordinance.

Vice Mayor Gielchinsky made a motion to defer the item to the May, 8, 2018 Commission Meeting at 7:00 p.m. or soon thereafter. The motion received a second from Commissioner Paul and all voted in favor with Commissioner Cohen absent for the vote.

B. First Reading Ordinances

1. **Lighting Regulations for Marine Turtle Protection** – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CODE BY CREATING ARTICLE VI, “LIGHTING REGULATIONS FOR MARINE TURTLE PROTECTION” OF CHAPTER 34 “ENVIRONMENT”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Paul suggested some minor changes. Manager Olmedillo addressed the changes suggested by Commissioner Paul.

Mayor Dietch opened the public hearing.

Public Speakers:

-Jennifer Rotker spoke on the issue and protecting the turtles.

-Jeff Platt spoke on the lighting especially the brightness in some areas and also spoke of vehicles on the beach.

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

Members of the Town Commission discussed the item and presented their views. Building Official Prieto provided additional information. Town Manager Olmedillo was directed to come back with budget impact and an enforcement implementation plan. Changes are to be made on pages 148 and 248 - add the word emergency beach maintenance vehicles and change the timeline to 24 months, and notification sent to property management companies.

Commissioner Paul made a motion to approve with changes made. After passing the gavel, the motion received a second from Mayor Dietch and the motion carried 4-1 with Commissioner Cohen voting in opposition.

5. Resolutions and Proclamations – N/A

6. Good and Welfare

Mayor Dietch opened the meeting to public speakers.

Public Speakers:

- Marianne Meischeid spoke about the lifeguard stands and asked the Town Manager for a timeline.
- Jeff Platt spoke about the recognition the Mayor received at the Miami River Event. He also spoke about beach concerns.
- Candy Clausell spoke about injured birds and the Pelican Harbor Seabird Station.

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

Manager Olmedillo gave an update on the lifeguard stands. Members of the Town Commission addressed some of the public speakers' remarks.

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. Resiliency Fund Requirement for Commercial Development Approach – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo spoke on impact fees. Members of the Town Commission discussed the item and directed the Town Manager to prepare a proposal for a study on a national nexus. It was suggested to contact the Chief City Resiliency Officer of Miami Beach for assistance and information.

B. Miami-Dade County League of Cities Director and Alternate Director Designation – Guillermo Olmedillo, Town Manager

Vice Mayor Gielchinsky was nominated as Director and Commission Paul as Alternate Director and all voted in favor.

C. One-Way Street Trial Report – Guillermo Olmedillo, Town Manager
Town Manager Olmedillo gave an update with his recommendations.

Mayor Dietch opened the item for public comments.

Public Speakers:

- Victoria Saik is not in favor of further trials and is against the use of barrels.
 - Deborah Cimadevilla asked for additional information regarding the charrette recommended by the Town Manager and suggested some ideas.
 - J. Longo, Jr. spoke on the item and believes there is room for improvement.
 - Clara Diaz-Leal gave her views and to not lose focus on the real problem.
- No one else wishing to speak the Mayor closed the public hearing.

Commissioner Paul said she had received many communications from residents and focused on what the community wants.

*****Vice Mayor Gielchinsky made a motion to move Good and Welfare to 8:30 p.m. The motion received a second from Commissioner Paul and all voted in favor.***

Members of the Town Commission discussed the item and gave their views. Vice Mayor Gielchinsky read a statement written years ago by the President of Ford Motor Company and encourages walkability. Mayor Dietch went through each item recommended by Town Manager Olmedillo- Remove barrels, restore original signage, keep one way on 90th St on Collins and Harding, leave striping, stricter enforcement.

Commissioner Karukin made a motion to accept the full recommendations of staff and restore original roads with the exception of 90th and Harding remaining one way going East. The motion received a second from Commissioner Paul and all voted in favor.

D. Board and Committee Appointees/Liaisons – Verbal – Sandra Novoa, Town Clerk
The following Board appointments were made:

TOURST BOARD	
Mayor Dietch	Barbara Cohen
Vice Mayor Gielchinsky	Jeff Lehman
Commissioner Cohen	Eli Ginsburg
Commissioner Karukin	MaryAnna Estomba
Commissioner Paul	Jennifer Brilliant
Liaison	Commissioner Cohen

Commissioner Karukin a motion to accept the appointments. The motion received a second by Commissioner Paul and all voted in favor.

PLANNING & ZONING	
Mayor Dietch	Peter Glynn
Vice Mayor Gielchinsky	Jorge Garcia
Commissioner Cohen	Brian Roller
Commissioner Karukin	Lindsay Lecour
Commissioner Paul	Judith Frankel
Liaison	Vice Mayor Gielchinsky

Commissioner Paul a motion to accept the appointments. The motion received a second by Commissioner Karukin and all voted in favor.

DESIGN REVIEW BOARD	
At-large	William Fleck
At-large	VACANT

Commissioner Paul a motion to accept the appointments. The motion received a second by Commissioner Karukin and all voted in favor.

PERSONNEL APPEALS BOARD

Mayor Dietch	Walter Javier
Vice Mayor Gielchinsky	VACANT
Commissioner Cohen	Sasha Plutko
Commissioner Karukin	Jacqueline Azis
Commissioner Paul	Emma Contrucci
Liaison	Commissioner Karukin

PENSION BOARD

At-large	N. Abraham Issa
At-large	VACANT
Town Manager	Guillermo Olmedillo
Elected Rep from Police Department	VACANT
Elected Rep from the Town employees	VACANT

Commissioner Paul nominated Norma Parron but the Commission will wait to review more applications. Passing the gavel Mayor Dietch made a motion to accept the appointments. The motion received a second by Commissioner Karukin and all voted in favor.

POLICE OFFICERS PENSION TRUST

At-large	Eduardo Yero
At-large	Manuel Charlie
Police Officer	Loxley Arch III
Police Officer	Micah Smith
Elected by the 4 members above	VACANT

Passing the gavel Mayor Dietch made a motion to accept the appointments. The motion received a second by Commissioner Karukin and all voted in favor.

PARKS AND RECREATION

Mayor Dietch	Eliana Salzhauer
Vice Mayor Gielchinsky	Zoya Pashenko
Commissioner Cohen	Shlomo Danzinger
Commissioner Karukin	Retta Logan
Commissioner Paul	Louisa Agresti
Liaison	Commissioner Paul

SUSTAINABILITY SUBCOMMITTEE TO THE PLANNING & ZONING BOARD

Mayor Dietch	Lou Cohen
Vice Mayor Gielchinsky	Bertha Goldenberg
Commissioner Cohen	Moshe Behar
Commissioner Karukin	VACANT
Commissioner Paul	Debby Cimadevilla
Liaison	Mayor Dietch

- E. Cone of Silence Procurement Procedures** – Lily Arango, Town Attorney
Town Manager Olmedillo presented the item. The Commission is in support of the item and an ordinance will be prepared.

F. Firearm Preemption Lawsuit – Mayor Daniel Dietch
Mayor Dietch presented the item.

Commissioner Cohen left the meeting at 10:15 p.m.

Public Speaker Barbara Cohen spoke in support of the lawsuit. Commissioner Paul made a motion to have the Town join the lawsuit. Mayor Dietch, Vice Mayor Gielchinsky, Commissioners Karukin and Commissioner Paul joined individually. The motion received a second from Commissioner Karukin and all voted in favor with Commissioner Cohen absent.

Direction was given to come back with a resolution.

G. Residential Construction Regulation – Mayor Daniel Dietch
Mayor Dietch presented the item.

Town Manager Olmedillo suggested bringing the item to the Planning and Zoning Board.

A permanent or commercial type fence was discussed as well as Code Enforcement Codes. The Commission was in favor of a sturdy type fence.

H. Special Commission Meetings on the 4th Tuesday of the Month - Verbal –
Guillermo Olmedillo, Town Manager
Town Manager Olmedillo presented the item and it was agreed that special meetings be held on the 4th Tuesday of the month.

I. Town Manager's Health and Life Insurance Policy – Vice Mayor Daniel Gielchinsky
Vice Mayor Gielchinsky presented the item to the Members of the Town Commission.

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

10. Adjournment

Commissioner Paul made a motion to adjourn. The motion received a second from Commissioner Karukin and the meeting adjourned at 10:47 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC



TOWN MANAGER'S REPORT MAY 2018

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. **SEE CLICK FIX REPORT** – See Attachment “A”
- II. **SOCIAL MEDIA REPORT** – See Attachment “B”
- III. **LIFEGUARD TOWER UPDATE**

On March 5th, 2018 the Parks and Recreation staff identified that the ramp on the lifeguard tower had collapsed overnight due to the extreme beach conditions (hightides and beach erosion) caused by a Nor'easter and prior damage from Hurricane Irma. The tower was condemned on March 5th, 2018. A short-term solution was to place on the beach a temporary pool metal lifeguard stand. Staff began the search for lifeguard towers available for purchase from other municipalities. After an extensive search, it was concluded that the Town of Surfside Public Works would start the construction of a smaller temporary tower on April 7th, 2018 that would meet the immediate needs of the Parks and Recreation lifeguard operations on the beach. The estimated timeframe for this tower completion will be the first week of May. Due to the high tides and beach erosion the temporary tower will be located in the dune just north of the original tower placement. This tower will be moved to the original tower location once the beach erosion is under control and the beach area is leveled. The placement of this tower was approved by Florida Department of Environmental Protection for both the original and the temporary locations.

IV. **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. Design Review Group (“DRG”) meeting was held on December 7, 2017 and will be scheduled for an upcoming Development Impact Committee (“DIC”) meeting. A Planning and Zoning Board meeting will be scheduled.

B. 8851 Harding – The applicant has resubmitted plans for a 28 unit development. The DIC meeting was held on March 26, 2018. A Planning and Zoning Board meeting will be scheduled.

C. 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. It was heard on the April 26, 2018 Planning and Zoning Board meeting where it was deferred to the May 31, 2018 meeting to allow the applicant to revise their traffic analysis.

V. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of April 26, 2018, the total number of active, open cases being managed is 203; of these cases, 97 cases are still under investigation and are working towards compliance; 6 cases are on-hold; 27 are in the Special Master hearing queue; 13 cases are in post-Special Magistrate action status; and 60 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: 50 cases have paid/settled through April 26, 2018 for a total collection of \$16,313.
- 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 March 31, 2018 – See Attachment “C”

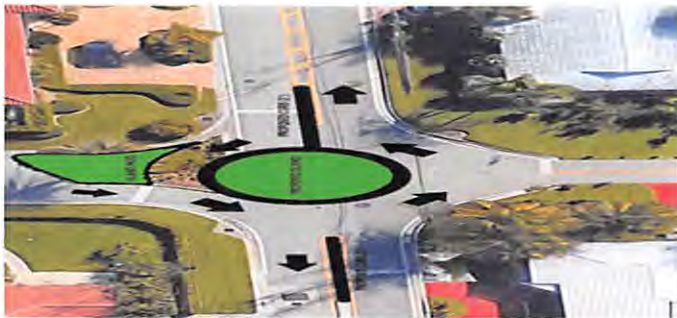
Police Department**A. April 2018 Significant Incidents/Arrests:**

- Occupied Residential Burglary - 04/06/2018 between 1730 - 1900 hours: 9400 block of Carlyle Avenue. The subject stole a wallet and jewelry from an unlocked residence while the victims were home. This case is currently under investigation.
- Leaving Scene of Crash involving Injury & Driving with a Suspended License w/knowledge Arrest - 04/11/2018 at 1400 hours: 94th Street and Collins Avenue. The subject was arrested and found to be in possession of a large amount of narcotics.
- Special Incident - 04/11/2018 at 2108 hours: 9300 - 9400 block of Bay Drive - Waterway An officer located a dog in distress in the intercoastal water and pulled the dog out of the water saving its life.
- Grand Theft - 04/16/2018 at 1215 hours: 9400 block of Harding Avenue. The subject stole a purse from a business and attempted to use the stolen credit cards. This case is currently under investigation.

B. Traffic Mitigation Program Status Report

Public safety is the number one priority for the Town of Surfside. Along with public safety, quality of life is a focus of the Town. One element that impacts both public safety and quality of life is traffic. Traffic has increased significantly in recent years on Collins Avenue and Harding Avenue regionally as well as locally in Surfside. These roadways are major north/south thoroughfares for vehicles to avoid I-95 and Biscayne Boulevard traffic congestion. Lane closures at developments in Surfside and neighboring jurisdictions add to this traffic overcrowding. Drivers have learned they can avoid the backup on Collins Avenue and Harding Avenue by traveling west into the residential neighborhoods. There are no sidewalks in the single-family home areas of Surfside and with many families and children who play, walk and bike on the streets, traffic mitigation strategies are continuous for the Town Commission and Staff in our goal to keep Surfside safe and enjoyable. In order to accomplish our goals Staff works in partnership with the State of Florida Department of Transportation and Miami-Dade County authorities who have jurisdiction over the roads in Surfside. The following chart illustrates and tracks the progress of this ongoing effort.

#	Timeframe	Initiatives	Status	Update(s)
1	Short Term (0 – 6 months)	95 th Street & Harding Avenue (westbound), left Turn lane added. 300 block of 95 th Street (eastbound), right turn lane added.	Closed	<p>On 04-27-2017, the traffic lanes in the 200 block of 95th 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 95th 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 95th 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 95th Street & Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of 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	Closed	<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)

				<ul style="list-style-type: none"> 92nd Street & Abbott Avenue (east-west) 92nd Street & Carlyle Avenue (east-west)
3		New Stop Bar Reflectors	Closed	Installed
4		New Speed Bumps	Closed	<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 9500 block of Byron Avenue (second speed bump)
5		Revisit Street Closure 94 th Street/Abbott Avenue	Closed	Town Commission approved a motion against revisiting this item.
6		New Street Closure Byron Avenue (northbound) at 88 th Street	In progress	<p>Requires study, Miami-Dade County and Miami Beach approval. Pending meetings / agreements.</p> <p>On 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>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.</p>

				<p>The 60-day trial period before final approval continues. There have been no traffic accidents reported and no matters of concern have been brought to the attention of the Police Department.</p> <p><u>This item will be brought before the Town Commission at the May Commission Meeting for final approval.</u></p>
7		Loop Detector Installation	In progress	<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>On August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</p> <p>On 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 Opening was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</p> <p>On March 8, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 2:00 p.m. The Town has received two bids. The Public Works Department and CGA are evaluating the bids. Once the bids are evaluated and ranked, Town staff will present their recommendation for final bid selection and award to the Town Commission.</p>

				<p><u>In a letter dated April 16, 2018, reference Town of Surfside Traffic Signal Modifications ITB No. 2018-01 and CGA Project No. 15-8083, CGA Director of Construction Engineering, Robert McSweeney, provides an analysis of the two bids received for the Surfside Traffic Signal Modification Project and recommendation for award of Contract. Under Power Corp. was the apparent low bidder with a Base Bid of \$109,045.23. Upon review, they found the bid is complete and appropriate for the proposed work. In keeping with the Town to award a Contract to the most responsible and responsive bidder whose bid is in conformance with the Bidding Documents and is in the best interest of the Town, they recommend that the Town of Surfside award the contract for the referenced project to Under Power Corp.</u></p> <p><u>The item will be presented in the June Commission meeting.</u></p>
8		Install a centerline curb on 95 th Street between Abbott and Byron Avenues	Closed	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
9		Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	Closed	FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.
10		Create Vehicular Circulation Plans for New Construction Projects Minimize lane closures	Closed	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	Open	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
12		Install traffic light at 96 th Street & Abbott Avenue Eliminate left hand turn at 96 th Street & Byron Avenue	Closed	<p>Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made congestion worse on 96th Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins.</p> <p>FDOT will not eliminate the left turn at 96 Street & Byron Avenue.</p>

13		Install a crosswalk at 90 th Street & Harding Avenue (north side)	Open	<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> <p><u>The 200 block of 90th Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90th Street where a curve hindered line of sight for drivers.</u></p>
14		<p>Send demand letters to mapping companies</p> <p>Waze – Free Community-based GPS, Maps & Traffic Navigation App</p>	Closed	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.
15	Intermediate Term (7 – 18 months)	Create One-Way Streets 88 th , 89 th , 90 th and 91 st Street between Collins & Harding Avenues	Closed	<p>A Town meeting was held July 18th, 2017, to present a new traffic pattern plan making 89th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p> <p>The Town Commission approved to conduct a test of a new streetscape design on 89th and 90th Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89th Street traffic moving from east to west and 90th Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green/parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p> <p>The new streetscape testing was initiated December 14, 2018. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</p> <p>At the February 13th, 2018 Town Commission Meeting, the Town Administration was granted time extension of sixty</p>

				<p>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.</p> <p>A One-Way Streets Town Hall Meeting was held on March 28th, 2018.</p> <p>Notifications for the March 28th One-Way Streets Town Hall Meeting have been distributed via the following channels:</p> <ul style="list-style-type: none"> • Publicly Noticed Meetings and Agenda Packets (Town Commission & Planning & Zoning) • Letter mailed to residences on 89th and 90th streets for first meeting held in July (similar to planning & zoning notices) • Door hangers to residences on 89th and 90th streets • Posted notice at Publix and Starbucks • Multiple e-blasts • Website notices on the calendar and town news • Included in multiple gazette newsletters • Channel 93 • Nextdoor postings on the Town's page • Delivery of meeting notices to residences on 89th and 90th streets for second meeting held in March • Surveys on Nextdoor and SurveyMonkey <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p><u>At the April 10th, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89th Street and 90th Street.</u></p> <p><u>On April 16th, 2018, Public Works returned the traffic pattern on 89th Street and 90th Street to two-way traffic west of Harding Avenue.</u></p> <p><u>The 200 block of 90th Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90th Street where a curve hindered line of sight for drivers.</u></p>
16		Design 91 st Street Improvements Sidewalk, landscaping and buried utilities	Open	Pending design and engineering cost estimates.

17		Road closure of 95 th Street and Abbott Avenue	Closed	<p>On 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>
18	Long Term (19+ months)	Gate the area west of Harding Avenue and create a special taxing district.	Open	This item is provided here as a place holder.

#	Parking / Taxis	Update
1	<p>The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to our Town. The additional loading zones provide a safe location for trucks and other vehicles to deliver goods and services to residents.</p> <p>The total number of single parking spaces added is now 12.</p>	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 88th Street (4 spaces) effective 06-01-2017 • 100 block of 90th Street (4 spaces) effective upon completion of on-going construction project • 100 block of 92nd Street (4 spaces) effective 06-01-2017 • 100 block of 96th Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone. <p>The additional loading zones are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 89th Street - effective 06-01-2017 • 100 block of 94th Street - effective 06-01-2017
2	Taxi Cab Stands added and changed	<ul style="list-style-type: none"> • The Taxi Cab Stand at 94th Street & Collins Avenue was reduced from (4) vehicles to (2) vehicles. • 94th Street & Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added. • In the 200 block of 92nd Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand. • A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue.

		<p>On 11-15-17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94th Street/Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <p>Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General Manager of the hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.</p>
	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	<p>The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation.</p>

C. National Police Appreciation Month

May is the month where the Nation celebrates Memorial Day and National Police Appreciation Month.

In 1962, President John F. Kennedy signed a proclamation which designated May 15th as Peace Officers Memorial Day and the week in which that date falls as Police Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in a number of planned events which honor those that have paid the ultimate sacrifice. The Memorial Service began in 1982 as a gathering in Senate Park of approximately 120 survivors and supporters of law enforcement. Decades later, the event, more commonly known as National Police Week, has grown to a series of events which attracts thousands of survivors and law enforcement officers to our Nation's Capital each year.

Locally there are several events to honor the men and women of law enforcement.

The Law Enforcement Officers Memorial was established in 1980 to honor fallen officers from every police department and law enforcement agency within Miami-Dade County. In 2001, four

black granite walls were erected; etched with the names of the gallant men and women who died serving the citizens of their community.

All are welcome to attend to show your support for these men and women and honor their heroism and sacrifice by attending this years' service on May 3rd at 7:00 p.m. at Tropical Park.

The Eternal Blue Line Flag will be flown over Surfside Town Hall in the honor of the fallen officers for the month of May.

D. Police Events:

- The Police Officer Assistance Trust and the Law Enforcement Officers Under Authority Ministry hosted the 18th Annual Law Enforcement Officers Memorial Prayer Breakfast on May 1st at 8:30 a.m. at the Big Five Club in Miami. Sgt. Cruz attended and represented the Surfside Police Department.
- The Fellowship of Christian Peace Officers hosted Prayer with a Cop on May 3 from 12:00 p.m. to 2:00 p.m. Sgt. Cruz attended as the representative of the Surfside Police Department Honor Guard.
- The Miami-Dade Law Enforcement Officers Memorial Ceremony will be on May 3rd at 7:00 p.m. at Tropical Park. The Police Command Staff and Sgt. Cruz as the representative of the Surfside Police Department Honor Guard attended.
- The 2018 North Miami Annual Hurricane Tabletop exercise to discuss Lessons Learned from Hurricane Irma was held on May 4 from 10:00 a.m. to 12:00 p.m. in North Miami. Lt. Bambis attended.
- The 60th Annual Law Day Celebration is May 11 at 10:00 a.m. at the North Dade Justice Center. Captain Yero will attend.
- The Florida Highway Patrol 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 May 14th from 10:00 a.m. to 12:00 p.m. in Miami. Officer Lorente will attend.
- Surfside Police Officers will be assigned to assist the Miami Beach Police Department at their Memorial Day Air and Sea Show and Urban Weekend.
- The Police Command Staff and Honor Guard will attend the Annual Town of Surfside Memorial Day event on May 28 at 10:00 a.m. at Veterans' Park.
- The monthly Bike with the Chief is May 30 at Town Hall at 5:00 p.m.
- Coffee with the Cops is May 31 at Starbucks at 10:00 a.m.

Respectfully submitted:

by: _____

Guillermo Olmedillo, Town Manager



Town of Surfside, FL

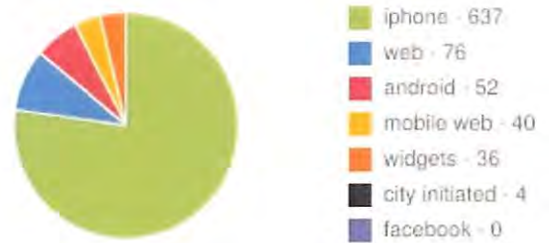
Between Jan 01, 2014 and Apr 24, 2018

845 requests were opened

841 requests were closed

The average time to close was 29.1 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	204	203	24.0
Beach Issue	137	136	24.0
Parking Issue	85	84	3.6
Code Compliance (Violation)	94	94	40.0
Police (Safety Concern)	73	73	8.7
Code Compliance (Safety Concern)	57	57	47.2
Street lights (PW)	39	39	173.1
Utilities (Water/Sewer) (PW)	25	25	10.9
Construction Issues	25	25	14.0
Drainage/Flooding (PW)	17	16	24.0
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
Solid Waste (Commercial) (PW)	6	6	3.6
Pothole (PW)	5	5	31.7
Hawthorne Tot-Lot (P & R)	4	4	5.2
Beach Patrol	3	3	0.7
Dead Animal	3	3	21.0
Graffiti (PW)	3	3	25.2
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



Town of Surfside, FL

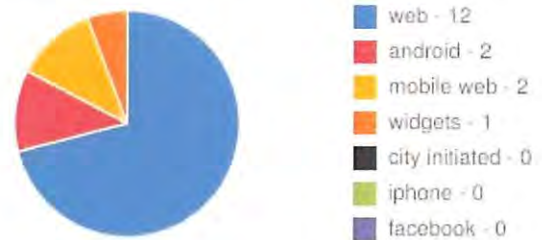
Between Apr 01, 2018 and Apr 24, 2018

17 requests were opened

15 requests were closed

The average time to close was 3.5 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Beach Issue	5	4	1.7
Parking Issue	3	3	8.7
Other	3	3	4.1
Code Compliance (Safety Concern)	2	2	2.2
Solid Waste (Commercial) (PW)	2	2	0.0
Construction Issues	1	1	2.9
Drainage/Flooding (PW)	1	0	0.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Code Compliance (Violation)	0	0	0.0
Community Center (P & R)	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0

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



TOWN OF SURFSIDE
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA, 33154-3009
Telephone (305) 861-4863

TO: Town Commission
FROM: Guillermo Olmedillo, Town Manager
DATE: April 26, 2018
SUBJECT: April Social Media Report

The Town's Public Information Representative, Pinzur Communications, recently attended a workshop hosted by the Miami-Dade City and County Management Association (MDCCMA) on the role of internet in municipal government and public safety. One of the panelists, Alexander Perez-Pons, a Florida International University Cybersecurity/Telecommunications professor, stressed governments should use technology to provide a "bottom-up" approach for engaging with citizens. The example was given of using technology tools, such as social media and polls, to listen to citizens before projects or ordinances are passed. Otherwise, municipalities could later face the consequences of resident disapproval.

Starting in May, as part of the Public Information Program, the Town's Public Information Representative will add regular communication from Mayor Daniel Dietch to keep residents and businesses informed about initiatives that directly impact them and the Surfside community. This information will be shared via written and/or video messages distributed through e-blasts, Town website, monthly Gazette, Nextdoor, Channel 93 and community bulletin boards.

The Town's Public Information Representative continued to post updates on Nextdoor (See Exhibit "A").

It is important to reiterate that the Nextdoor platform 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 encourages residents to find information on the Town's website (www.townofsurfsidefl.gov) and/or by contacting the Town directly.

APRIL NEXTDOOR POSTS

4/2: 9th Annual National Mayor's Challenge for Water Conservation

The Town of Surfside has declared April as Water Conservation Month and once again is participating in the Wyland National Mayor's Challenge for Water Conservation. We encourage Surfsiders to join this friendly competition. Simply visit www.mywaterpledge.com and take the "My Water Pledge" on behalf of the Town of Surfside between now and April 30, 2018.

Last year alone, Surfside pledged to save more than 1,150,316 gallons of water. As a community, we are certain we can save much more!

By taking the pledge, residents will be entered into a drawing for a chance to win neat prizes including \$5,000 home utilities paid for one year, \$500 shopping spree at a home improvement store, community grand prize of a 2018 Toyota RAV4 Hybrid, to name a few. However, the biggest prize of all is our community reducing water consumption and waste.

Are you up for the challenge? Again, visit www.mywaterpledge.com

4/4: Senior Trip to Festival Flea Market this Sun., April 8

Cruise over to the Festival Flea Market for the annual Spring Car Show from 10:00 a.m. to 5:00 p.m. this coming Sunday, April 8. Seniors can browse over 600 cars, as well as enjoy a shopping excursion and delicious treats. The cost to participate is \$15 for Surfside residents and \$20 for non-residents. Participants will receive \$20 worth of festival dollars.

Registration is required by Thursday, April 5. Proof of residency is required at registration.

On Sunday, the bus will depart at 10:00 a.m. from Surfside's Community Center, located at 9301 Collins Avenue. For more information, contact the Parks & Recreation Department at 305-866-3635 or visit www.townofsurfsidefl.gov.

4/9: Town Commission Meeting at 7:00 p.m. Tomorrow

Join us tomorrow for the next Town Commission meeting at 7:00 p.m. at Town Hall. All residents are encouraged to attend. The Commission meeting will be live-streamed and can be viewed on Channel 93 or on the Town's website at www.townofsurfsidefl.gov.

4/11: Third Thursdays Block Party on Thurs., April 19

Ready to take a trip down memory lane? Join Surfside's Tourism Bureau for the final Third Thursdays block party of the season. It's going to be a Throwback Thursday themed celebration, and everyone is invited!

Slip on your bell-bottoms, throw on a tie-dye T-shirt and skate down to 95th Street between Harding and Collins Avenue from 6:00 p.m. to 9:00 p.m. on Thursday, April 19. At this family-friendly affair, residents and visitors can rock out to music from previous decades played by Brothers of Others band, enjoy food trucks including Ms. Cheezious and Adam's Ribs and Stuff (kosher) with delicious fare available for purchase, and participate in interactive activities including a floral workshop by florist, Zoom Bloomz, and a Metal Monkey workshop for kids.

Admission is free and open to all ages. For further updates, visit <https://www.eventbrite.com/e/third-thursdays-event-series-throwback-thursday-tickets-41843224210?aff=es2>.

4/12: Trial to end on 89th & 90th Streets on Monday, April 16

After careful review, consideration and public input, the Town Commission made the decision to discontinue the trial on 89th and 90th Streets, and to not proceed with the proposed streetscape design at this time. As of the evening of Monday, April 16, 2018, the Public Works Department staff will remove safety cones (barrels) on both streets. Covered signs also will be removed over the course of next week.

Please note, the exception is the 200th block of 90th Street between Collins and Harding Avenues. This block will remain one-way going east due to the hazard of the curve on Harding Avenue just north of 90th Street. The striping outlining the pedestrian area will remain; however, vehicles can return to parking on either side of the road.

While the one-way streets trial was met with mixed reactions, we feel this is the beginning of an important dialogue towards making continued improvements in our community and look forward to future discussions involving our residents. Thank you for your patience, understanding and feedback.

4/13: Summer Camp Informational Day on Sat., April 14

Summer break is right around the corner and our Parks & Recreation Department is already gearing up for an exciting camp adventure for kids. To help ensure an easy and smooth registration for the 2018 Summer Camp, residents are encouraged to attend an informational day from 10:00 a.m. to 2:00 p.m. tomorrow, April 14 at the Community Center. Additional camp details can be found in the April Gazette or online at https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/summer-teen-camp-flyer-2018-1.pdf?sfvrsn=42004e94_12.

4/16: Miami Foundation Public Space Challenge (submit ideas by May 3)

The Miami Foundation is calling for submissions to its Public Space Challenge, and your ideas on how to improve walkability and public spaces in Surfside would be a great big help.

For more information and to participate, visit <https://www.publicspacechallenge.org/page/about>. The deadline for submissions is 11:59 p.m. EST on Thursday, May 3. You'll be automatically entered into the Public Space Challenge for a chance to win up to \$305,000 towards your proposed plan.

To build momentum, we encourage you to share your ideas with @MiamiFoundation on Twitter, too. Be sure you use the hashtags #MySurfsideFL #PublicSpaceChallenge as part of your tweets and idea submissions.

May the best idea win!

4/16: Pools Closing for Annual Maintenance on Apr. 23-26

We wish to inform you the Community Center pools, pool decks and spa will be closed for annual maintenance from April 23 – April 26, and will reopen on April 27. Aquatic programs will be canceled over these dates. However, all community center programs, such as gymnastics and afterschool, will be held as regularly scheduled.

Should you have any questions, please contact the Parks & Recreation Department at 305-866-3635. Thank you for your understanding as we conduct necessary maintenance to keep our Community Centers pools first-class.

4/17: Beach Furniture Town Hall Meeting on Tues., April 24

Surfside residents are invited to attend a Town Hall meeting to discuss beach furniture. The meeting will be held in the Town Commission Chambers at 6 p.m. on Tuesday, April 24. Thank you.

4/18: Tomorrow: Third Thursdays block party + Mobile DMV Driver's License Services

Join Surfside's Tourism Bureau for the final Third Thursdays block party of the season. The special #TBT themed event will take place from 6:00 p.m. to 9:00 p.m. tomorrow, April 19th at 95th Street, between Collins and Harding Avenues. Admission is free. For more information, visit <https://www.eventbrite.com/e/third-thursdays-event-series-throwback-thursday-tickets-41843224210?aff=es2>.

Also, tomorrow, be sure to take advantage of the Mobile DMV Driver's License Services. Community Outreach Specialists from the Department of Highway Safety and Motor Vehicles will host this event at Town Hall from 10:00 a.m. to 2:00 p.m. in the Commission Chambers. Information on the services, fees and documentation required is located on the Town's website at www.townofsurfsidefl.gov. For further information, refer to the attached flyer or contact Dina Goldstein at 305-861-4862 or dgoldstein@townofsurfsidefl.gov.

4/18: Community Advisory from Surfside Police Department

The Surfside Police Department is investigating a theft, which occurred at a business located in the 9400 block of Harding Avenue. On Monday, April 16th, 2018, at approximately 12:15 p.m., an unknown subject entered through the rear entrance of a store where the door was left ajar and stole the victim's purse. A short time later, the subjects pictured in the attached flyer were captured on video surveillance attempting to use the victim's credit cards at Target and Best Buy stores in Aventura, and a Walmart in Hallandale Beach, FL.

If anyone recognizes these subjects, please contact the Surfside Police Department at 305-861-4862. Thank you.

4/20: This weekend: Baynanza and Earth Day Celebration

It's all about our big blue ocean and green planet this weekend as we celebrate Earth Day.

Tomorrow (Saturday, April 21), dress comfortably and head to Surfside's Community Center at 9301 Collins Avenue at 9:00 a.m. for the annual Baynanza, the largest shoreline cleanup in Miami-Dade County. The eco-friendly fun runs until noon.

On Sunday, April 22 from 10:00 a.m. to noon, families will have a whale of a time at the 3rd annual Earth Day celebration hosted by the Parks & Recreation Department at the Community Center. Learn about conservation and ways to protect the planet through festivities including a community project using recycled water bottles to create a large jellyfish, a rescue bird release in partnership with Pelican Harbor Seabird Station, in addition to turtle-y awesome arts & crafts, henna tattoo artist, light refreshments, DJ and T-shirt giveaway.

At this educational green event, participants will help kickoff turtle nesting season, which typically takes place from May – October in Surfside. Miami-Dade County also will be on-site to conduct a

shower head and light bulb exchange. Participants are encouraged to bring an old showerhead and/or lightbulb in exchange for a maximum of two high-efficiency showerhead models and two incandescent bulbs for two CFL bulbs, per household.

For more information about the Baynanza and/or Earth Day celebration, contact Surfside's Parks & Recreation Department at 305-866-3635 or visit www.townofsurfsidefl.gov.

4/24: Beach furniture Town Hall meeting tonight

A Town Hall meeting will be held at 6 p.m. tonight in the Commission Chambers to provide Surfside residents with an update on the beach furniture matter. All residents are encouraged to attend. The meeting also will be live-streamed on Channel 93 and on the Town website at www.townofsurfsidefl.gov. Thank you.

As a reminder, the Community Center pools, pool decks and spa are closed for annual maintenance and will reopen this Friday, April 27. All community center programs, such as gymnastics and afterschool, are being held as regularly scheduled.

Should you have any questions, please contact the Parks & Recreation Department at 305-866-3635. Thank you again for your understanding and patience.

4/26: Prescription Drug Drop-off on Sat., April 28

The Surfside Police Department is hosting a National Take Back Initiative this Saturday, April 28, 2018 from 10:00 a.m. to 2:00 p.m. The National Take Back Initiative is an opportunity for the public to surrender expired, unwanted and unused pharmaceutical controlled substances and other medications to law enforcement for destruction.

For further details, please refer to the attached flyer or contact Dina Goldstein at 305-861-4862 or dgoldstein@townofsurfsidefl.gov.

4/30: LAST DAY: Wyland National Mayor's Challenge for Water Conservation

Have you made your pledge yet to conserve water? Today is the last day for the Wyland National Mayor's Challenge for Water Conservation. Simply visit www.mywaterpledge.com to make your series of online pledges. The friendly competition wraps up today -- you still have time!

The 9th Annual Challenge is a non-profit competition between cities across the country. While there are many prizes in this exciting competition, the biggest prize of all is reducing water consumption and waste in our community.

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY

FISCAL YEAR 2017/2018

AS OF

March 31, 2018

50% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: May 8, 2018

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
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GENERAL FUND

REVENUE	\$ 11,203,011	\$14,598,096	77%
EXPENDITURES	6,445,837	\$14,598,096	44%
Net Change in Fund Balance	4,757,174		
Fund Balance-September 30, 2017 (Unaudited)	6,761,539 ^A		
Fund Balance-March 31, 2018 (Reserves)	<u>\$ 11,518,713</u>		

TOURIST RESORT FUND

REVENUE	\$ 474,106 ^B	\$1,081,553	44%
EXPENDITURES	667,575	\$1,081,553	62%
Net Change in Fund Balance	(193,469)		
Fund Balance-September 30, 2017 (Unaudited)	285,014		
Fund Balance-March 31, 2018 (Reserves)	<u>\$ 91,545</u>		

POLICE FORFEITURE FUND

REVENUE	\$ 12,718	\$78,192	16%
EXPENDITURES	15,251	\$78,192	20%
Net Change in Fund Balance	\$ (2,533)		
Fund Balance-September 30, 2017 (Unaudited)	164,933		
Fund Balance-March 31, 2018 (Reserves)	<u>\$ 162,400</u>		

TRANSPORTATION SURTAX FUND

REVENUE	\$ 102,613	\$434,250	24%
EXPENDITURES	193,815	\$434,250	45%
Net Change in Fund Balance	(91,202)		
Fund Balance-September 30, 2017 (Unaudited)	388,362		
Fund Balance-March 31, 2018 (Reserves)	<u>\$ 297,160</u>		

BUILDING FUND

REVENUE	\$ 1,676,051	\$1,657,000	101%
EXPENDITURES	522,778	\$1,657,000	32%
Net Change in Fund Balance	1,153,273		
Fund Balance-September 30, 2017 (Unaudited)	1,743,093		
Fund Balance-March 31, 2018 (Reserves)	<u>\$ 2,896,366</u>		

CAPITAL PROJECTS FUND

REVENUE	\$ 961,905	\$1,552,911	62%
EXPENDITURES	57,069	\$1,552,911	4%
Net Change in Fund Balance	904,836		
Fund Balance-September 30, 2017 (Unaudited)	176,367		
Fund Balance-March 31, 2018 (Reserves)	<u>\$ 1,081,203</u>		

NOTES:

* Many revenues for March 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 \$4,761,539 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through March 2018 is \$1,383,048 (\$474,106 is the Tourist Resort Fund and \$908,942. is the General Fund).

ENTERPRISE FUNDS	ACTUAL
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ANNUAL BUDGETED	% BUDGET
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WATER & SEWER FUND

REVENUE	\$ 1,988,661
EXPENDITURES	1,362,817
Change in Net Position	625,844
Unrestricted Net Position-September 30, 2017 (Unaudited)	(1,724,868)
Unrestricted Net Position-March 31, 2018 (Reserves)	<u>\$ (1,099,024) C1</u>

\$3,677,158	54%
\$3,677,158	37%

MUNICIPAL PARKING FUND

REVENUE	\$ 628,562
EXPENDITURES	486,700
Change in Net Position	141,862
Unrestricted Net Position-September 30, 2017 (Unaudited)	3,251,252
Unrestricted Net Position-March 31, 2018 (Reserves)	<u>\$ 3,393,114</u>

\$1,203,158	52%
\$1,203,158	40%

SOLID WASTE FUND

REVENUE	\$ 1,044,424
EXPENDITURES	899,067
Change in Net Position	145,357
Unrestricted Net Position-September 30, 2017 (Unaudited)	482,432
Unrestricted Net Position-March 31, 2018 (Reserves)	<u>\$ 627,789</u>

\$1,767,886	59%
\$1,767,886	51%

STORMWATER FUND


REVENUE	\$ 316,792
EXPENDITURES	183,080
Change in Net Position	133,712
Unrestricted Net Position-September 30, 2017 (Unaudited)	2,261,554
Restricted Net Position	347,140 C2
Unrestricted Net Position-March 31, 2018 (Reserves)	<u>\$ 2,742,406</u>

\$691,330	46%
\$691,330	26%

NOTES:(con't)

C1. The reserves balance of (\$1,099,024) is the result of a change in current net position as of March 2018 of \$625,844, net position as of September 30, 2017 (unaudited) of (\$1,724,868), and also includes Restricted Net Position of \$1,765,319.

C2. The Restricted Net Position of \$347,140 includes \$266,140 for renewal and replacement, \$81,000 for State Revolving Loan reserves.


Christopher Wallace, Interim Finance Director


Guillermo Olmedillo, Town Manager

Town of Surfside
Fund Balance (Reserves)
3/31/2018

FUND	9/30/2015	9/30/2016	9/30/2017	3/31/2018
General	\$ 5,905,726 \$	7,368,408 \$	6,761,539 \$	11,518,713
Tourist Resort	339,396	363,407	285,014	91,545
Police Forfeiture	113,431	141,755	164,933	162,400
Transportation Surtax	440,662	354,264	388,362	297,160
Building	-	-	1,743,093	2,896,366
Capital Projects	182,903	1,154,352	176,367	1,081,203
Water & Sewer	(2,705,871)	(2,827,890)	(1,724,868)	(1,099,024)
Municipal Parking	1,089,165	1,111,941	3,251,252	3,393,114
Solid Waste	340,391	245,941	482,432	627,789
Stormwater	4,051,768	3,392,370	2,261,554	2,742,406
Total	\$ 9,757,571 \$	11,304,548 \$	13,789,678 \$	21,711,672



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: May 8, 2018

SUBJECT: Office of the Town Attorney Report for April 10, 2018

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

April 10, 2018 - Town Commission Meeting

April 24, 2018 - Town Hall Meeting Beach Furniture

April 26, 2018 - Sustainability, Design Review Board and Planning & Zoning Board

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

Commission support:

Attorneys of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We appreciate your support as we continue to work in transitioning 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, boards and committees with application review, contract and agreement review and negotiation, unsolicited proposal (P3) process and ordinance, procurement and purchasing (including staff workshop on procurement issues), Request for Proposals for Community Center Food Concession and Marketing Services for the Tourist Bureau, bid documents for traffic improvements, code enforcement and interpretation, building permit and enforcement issues, subpoenas and public records requests, research, document review, legal review of various issues, oversight and case management for litigation, 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
- Agreement for Interim Finance Director Services
- Unsolicited Proposal (P3) – Abbott Lot and 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 and Code of Silence
- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Ethics Ordinance

- Driveway Modifications
- 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
- Ordinance on Marine Turtle Lighting
- Ordinance on Development Approvals Procedures
- Ordinance on Cone of Silence Procurement Process
- Sensible Gun Reform Resolution
- Plastic Bag Ban Legislation and Analysis
- Tourist Board Agreements and Procurement
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Firearm Preemption Lawsuit
- Beach Furniture Ordinance and Regulations

Litigation:

Victor May v. Sandra Novoa and Christina White, Miami-Dade County Supervisor of Elections
Case No. 18-04205 CC 05, County Court, Miami-Dade County, Florida. On April 25, 2018, the County Court entered an order granting Defendants, Sandra Novoa's and Christina White's, Motions to Dismiss the referenced election challenge case for lack of subject matter jurisdiction. The case has been dismissed is no longer before the County Court.

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, conceptual parking strategies, freeboard regulations and ordinances, ordinance providing for revisions to development application procedures, ordinance on building length and

separations, ordinance on marine turtle lighting regulations, ordinance on cone of silence procurement procedures, ordinances and resolutions addressing solar panels and plastic straws, interlocal agreements for shuttle services, recycling ordinance, short term rental provisions, sustainability initiatives and legislation, beach furniture regulations and policies, and various procurements.



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

February 22, 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

Chair Lindsay Lecour called the meeting to order at 6:01p.m.

Deputy Clerk Elora Riera called the roll with the following members present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Peter Glynn, Board Member Brian Roller, Board Member Jorge Garcia, and Board Member Jorge Gutierrez. Board Member William Fleck was absent.

2. Approval of Minutes – January 25, 2018

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

3. Design Review Board Applications:

A. 8919 Abbott Avenue – The applicant is requesting to convert their garage to approximately 245 square feet of additional living space.

Shelley Eichner from CGA presented the item. Chair Lecour asked if any member of the public wished to speak on the item and seeing none the public hearing was closed.

The Board discussed the item and added a condition noted below.

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

1. Driveway, existing structure and exterior materials of addition must match.
2. The plans be revised to reflect the existing revisions and include the driveway.

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

B. 9528 Bay Drive - The applicant is now requesting to convert the recently approved garage into additional living space along with adding a new front pergola.

Shelley Eichner from CGA presented the item. Chair Lecour asked if any member of the public wished to speak on the item and seeing none the public hearing was closed.

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

1. All conditions from the May 25, 2017 Design Review Board approval shall continue to be required.
2. Synthetic grass only within inlay.
3. Existing chain link fence to meet code.

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

- C. 8950 Harding Avenue** - The applicant is requesting to replace their existing asphalt shingle roof with new asphalt shingles.

Shelley Eichner from CGA presented the item. The applicant spoke on the item. Chair Lecour asked if any member of the public wished to speak on the item and seeing none the public hearing was closed. The Board discussed the item and was not in favor of asphalt shingles.

Board Member Glynn made a motion to deny. The motion received a second from Board member Garcia and the motion carried 5-1 with Board Member Gutierrez voting in opposition.

4. Quasi-Judicial Application:

- A. 8995 Collins Avenue – Site Plan; Conditional Use for Hotel Pool and Alternative Parking System; Variances for Landscaping and Loading Space Size**

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. Board Member Gutierrez and Board Member Roller said they had met with the applicant and discussed the application. Deputy Clerk Elora Riera swore in the people who wished to speak on the item.

Shelley Eichner from CGA presented the item and detailed three variance requests and conditional use requests. Staff is recommending denial and explained their recommendation. The applicant and representatives spoke on the project, gave further details with visuals and answered questions from the Board. Town Manager Olmedillo gave more insight on the proposed project. Members of the Board expressed their views. The Director for Traffic Operations for CGA spoke on behalf of the town and presented his concerns. The applicant would like to come back with modifications addressing some of the concerns of the Board.

Commissioner Gielchinsky attending as liaison, arrived at 6:57 p.m.

Board Member Gutierrez made a motion to defer to the next possible meeting the applicant can make. The motion received a second from Board member Glynn which carried 6-0 on roll call vote.

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 29th day of March, 2018

Attest:



Sandra Novoa, MMC
Town Clerk



Chair Lindsay Lecour

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, Board Member Jorge Garcia and Vice Chair Judith Frankel. 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. There will be a public workshop March 28th to discuss the one-way street experiment. The Commission voted for zoning in progress. Town Manager Olmedillo also spoke about trees and potted plants. The Board would like to see larger images/renderings.

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

There was no report since the Sustainability Sub-Committee meeting was cancelled.

4. Approval of Minutes –

- **January 25, 2018**
- **February 6, 2018**

Board Member Glynn made a motion to approve the January 25, 2018 and February 6, 2018 minutes. The motion received a second from Board Member Roller and all voted in favor.

5. Quasi-Judicial Application:

A. 8995 Collins Avenue – Site Plan; Conditional Use for Hotel Pool and Alternative Parking System; Variances for Landscaping and Loading Space Size

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. Chair Lecour asked if anyone had anything additional to speak about. Chair Lecour opened the public comment and no one wishing to speak the public comment was closed.

Board Member Roller made a motion to defer to the next possible meeting the applicant can make. The motion received a second from Vice Chair Frankel and all voted in favor.

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1. Local Planning Agency Items:

A. Driveway Modifications

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.

Deputy Clerk Elora Riera the title of the ordinance. Shelley Eichner from CGA presented the item.

The Board discussed the item and added a modification to address the corner lots front elevation.

Board Member Glynn made a motion to move this item forward to the Town Commission with the above modification. The motion received a second from Board Member Roller which carried 5-0 on roll call vote.

B. Maintenance in the Right-of-Way, Including Trees and Mulch

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.

Deputy Clerk Elora Riera the title of the ordinance. Town Manager Olmedillo presented the item. Chair Lecour suggested an education program for the public. There was further discussion between the Board and the Town Manager who will take their recommendations to the Town Commission. On behalf of a resident who could not attend, Chair Lecour posed her questions to the Town Manager.

Board Member Glynn made a motion to move this item forward to the Town Commission with discussion items. The motion received a second from Board Member Garcia and all voted in favor.

2. Discussion Items:

A. Aggregation of Single Family Lots

Shelley Eichner from CGA presented the item. Town Manager Olmedillo spoke of Commissioner Karukin's concerns. The Board discussed the item and would like to see a diagram of massing. The item was deferred for further information.

B. Sustainability Initiatives

Shelley Eichner from CGA presented the item. Not viewed favorably by the Board was "requiring" residents to have solar panels but were in favor of encouraging residents to use it. The Board requested that staff check to see how the implementation is working at the City of South Miami. The banning of plastic bags and straws was discussed as well as roofing and rain barrels. Status for list on page 347 was requested as well as education/financial analysis on solar panels.

C. Dune/Beach Management and Resiliency Planning

Shelley Eichner from CGA provided an update.

D. Future Agenda Items

Sustainability initiatives as outlined.

3. Adjournment

There being no further business to come before Planning and Zoning, Board Member Glynn made a motion to adjourn the meeting. The motion received a second from Vice Chair Frankel and all voted in favor. Meeting adjourned at 9:16 p.m.

Accepted this 29th day of March, 2018

Attest:



Sandra Novoa, MMC
Town Clerk



Chair Lindsay Lecour



Town of Surfside

PARKS & RECREATION COMMITTEE MEETING MINUTES

March 19, 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 7:02 p.m.

The following were present:

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

Also present:

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

2. Approval of Minutes: February 26, 2018

Committee Member Platt made a motion to approve the minutes. The motion was seconded by Vice Chair Salzhauer and all voted in favor.

3. Adding Agenda Items During Meetings

Deputy Clerk Riera informed the Committee about discussing items that are not on the agenda and how to add an item to the agenda during a meeting. She provided the Committee with Section 41 of Robert's Rules of Order.

Passing the gavel, Chair Logan made a motion to add on an item to the agenda discussing the possibilities of assisting senior citizens who live at home alone. The motion was seconded by Committee Member Javier and all voted in favor.

Chair Logan commented that she had assisted an elderly man home who had fallen by the Publix. She noticed that he lived at home alone and didn't have anyone helping him and wanted to know if some kind of program could be done with the Teen Scene group.

Parks & Recreation Director Milian commented that the topic has been brought up in the past and he will look into it.

4. Higher Education Scholarship

Parks & Recreation Director Milian advised the Committee that the scholarship is coming up at the end of April. The scholarship will be awarded to two seniors and they each will receive \$1,000.

5. Update on Nor'easter Storm Damage to Lifeguard Tower

Parks & Recreation Director Milian advised the Committee of the storm that had occurred on the beach. As a result of the storms, it has damaged the lifeguard tower to where it is no longer salvageable. He and staff are working with the City of Delray Beach on purchasing a temporary tower from them which will cost \$7,500. Parks & Recreation Director Milian and staff will be going to look at the tower and hope to have it within the next 10 days.

Parks & Recreation Director Milian advised the Committee that lifeguards are still guarding the beach and are using the portable pool deck stand in the meantime.

Discussion ensued regarding the temporary lifeguard tower and a new tower.

6. Parks & Recreation Committee Thank You

Parks & Recreation Director Milian commented that elections are tomorrow. He thanked the Committee members for their service to the Committee.

7. Public Comments


Commissioner Paul commented on resident inquiries regarding shuttle bus services that previously went to Mount Sinai.

8. Adjournment


Committee Member Javier made a motion to adjourn the meeting at 7:49 p.m. The motion received a second from Vice Chair Salzhauer and all voted in favor.

Respectfully submitted:

Accepted this 16th day of April, 2018


Retta Logan, Chair

Attest:


Elora Riera, CMC
Deputy Town Clerk



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

March 29, 2018 – 7:00 p.m.
Town Hall Commission Chambers
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

DESIGN REVIEW BOARD

1. Call to Order/Roll Call

Chair Lecour called the meeting to order at 7:04 p.m.

Deputy Clerk Riera called the roll with the following members present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Peter Glynn, Board Member Brian Roller, Board Member William Fleck. Board Member Jorge Garcia and Board Member Jorge Gutierrez were absent.

2. Approval of Minutes: February 22, 2018

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

3. Design Review Board Applications:

- A. 9001-9111 Collins Avenue** - The applicant is requesting four (4) ground-affixed letter signs for the Surf Club properties.

Town Planner Sinatra Gould presented the item. The applicant spoke on the item and gave a power point presentation.

Chair Lecour asked if any member of the public wished to speak on the item and seeing none the public hearing was closed.

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

- B. 9536-9538 Harding Avenue** - The applicant is requesting two window signs for Green & Kahn PL. One sign is proposed in the storefront window and a second sign on the door.

Town Planner Sinatra Gould presented the item. There was some discussion regarding phone numbers on windows in case of emergency. An ordinance will be prepared regarding this issue.

Chair Lecour asked if any member of the public wished to speak on the item and seeing none the public hearing was closed.


Board Member Glynn made a motion to approve with revised condition. The motion received a second from Board Member Fleck and all voted in favor.

4. Adjournment

There being no further business to come before the Design Review Board, Vice Chair Frankel made a motion to adjourn the meeting. The motion received a second from Board Member Roller and all voted in favor. Meeting adjourned at 7:14 p.m.

Accepted this 26th day of April, 2018

Attest:


Sandra Novoa, MMC
Town Clerk


Chair Lindsay Lecour

PLANNING & ZONING BOARD

1. Call to Order/Roll Call

Chair Lecour called the meeting to order at 7:15 p.m.

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

2. Town Commission Liaison Report – Vice Mayor Daniel Gielchinsky

Vice Mayor Gielchinsky gave an updated report and said the major issue discussed was maximum building length.

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

Vice Chair Judith Frankel gave provided a report.

4. Approval of Minutes: February 22, 2018

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

5. Local Planning Agency Items:

A. Maximum Building Length

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 FACADE 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.

Deputy Clerk Riera the title of the ordinance. Town Planner Sinatra Gould presented the item. Neisen Kasdin representing his client presented three documents to the Board and spoke on the item. He believes there are legal consequences involved if the ordinance is approved and gave an explanation.

Chair Lecour asked if any member of the public wished to speak on the item and seeing none the public hearing was closed.

Chair Lecour gave a brief overview of the item as discussed at previous Board meetings. It was suggested that perhaps some of the public's concerns were not taken into consideration and that is why the item is being revisited. The Town Attorney addressed the concerns of the Board regarding the potential legal consequences brought about by Mr. Kasdin. Members of the Board gave their views on the item and Mr. Kasdin's presentation. There was further discussion.

Vice Chair Frankel made a motion to defer the item to the April 26, 2018 meeting at 6:00 p.m. The motion received a second from Board Member Roller and all voted in favor.

6. Discussion Items:

A. Realtor Signs

Code Compliance Director Graham presented the item and requested guidance from the Board. The Board asked the Code Compliance Director Graham to continue to enforce the code.

B. Aggregation of Single Family Lots

Town Planner Sinatra Gould presented the item with visuals. After discussion, the 20 ft. side setback will be kept on the agenda as a discussion item.

C. Architecturally Significant Analysis in H30C, H40 & SD-B40

Town Planner Sinatra Gould provided the Board with information regarding this item and suggested to not pursue the architectural significance in the other districts outside the beach and by consensus the Board agreed.

D. Walkability – Verbal

Board Member Roller gave an update of the Town Hall Meeting regarding one-way streets and walkability. From that meeting, he believes the public feels there may or may not be a better solution than one-way streets. Vice Chair Frankel who also attended that meeting gave her views of the outcome. It was agreed to not drop streetscape, but to work on ideas to make it better. The Board requested that the March 2016 memo regarding streetscape be recirculated to the Board. Drawings created by Chair Lecour will be sent to Town Planner Sinatra Gould. The item will come back as a discussion item next month.

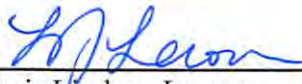
E. Future Agenda Items

Town Planner Sinatra Gould commented that the deferred items from tonight will be on the April agenda as well as discussion on building lengths and the deferred quasi-judicial item from the February meeting.

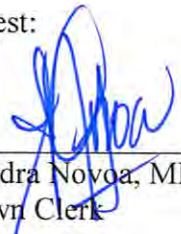
7. Adjournment

There being no further business to come before the Planning and Zoning Board, Board Member Roller made a motion to adjourn the meeting. The motion received a second from Board Member Glynn and all voted in favor. The meeting adjourned at 9:37 p.m.

Accepted this 26th day of April, 2018


Chair Lindsay Lecour

Attest:


Sandra Novoa, MMC
Town Clerk



Town of Surfside Commission Communication

Agenda Item # 3E

Agenda Date: May 8, 2018

Subject: Nurse Enhancement Initiative

Background: The City of Miami Beach Organization Development Performance Initiatives has provided a utilization report to the Town Commission on the Nurse Enhancement Initiative at Ruth K Broad K-8 Center (Attachment A). This initiative is the result of Surfside joining neighboring communities and providing annual financial support.

Surfside would again be joining the neighboring communities of Miami Beach, North Bay Village, Bay Harbor Islands and Bal Harbour, as well as the Miami Beach Chamber Education Foundation, in support of this program that benefits the students.

Budget Impact: The \$3667 Surfside contribution will be budgeted for in Fiscal Year 2018/2019.

Staff Impact: None.

Recommendation: The attached resolution authorizes the execution of the Memorandum of Understanding for continued participation in the Nurse Enhancement Initiative for school year 2018/2019 in the amount of \$3667 with said funds to be allocated in the Fiscal Year 2018/2019 budget.



Guillermo Olmedillo, Town Manager

Finance 

DT / MG



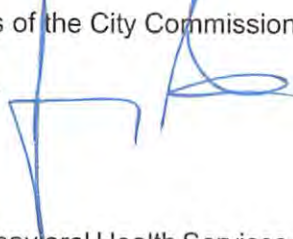
OFFICE OF THE CITY MANAGER

NO. LTC #

093-2018

LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: February 22, 2018

SUBJECT: Nurse Enhancement Initiative Behavioral Health Services Aggregate Summary Report

Please find attached aggregate summary report for the municipal funded Nurse Enhancement Initiative for Behavioral Health/Mental Health youth support services from August 21, 2017 through January 31, 2018 for North Beach Elementary, South Pointe Elementary, Fienberg Fisher K-8 Center, Biscayne Elementary, Treasure Island Elementary, Ruth K. Broad Bay Harbor K-8 Center, Nautilus Middle School, and Miami Beach Senior High School. For the 2016-17 school years, the initiative was enhanced to include behavioral health services (mental health services) to three (3) schools in the feeder pattern and was further expanded in the 2017-18 school year to an additional five (5) Miami Beach public schools.

Overall, 613 youth have received support services in the 2017-18 school year from the Licensed Clinical Social Worker (Social Worker) in all Miami Beach feeder public schools for 1,185 psychosocial issues. The enhanced behavioral services include on-site access to a licensed clinical social worker to provide services including, but not limited to, the following:

- Psychosocial interventions
 - Academic Issues
 - Attention Issues
 - Aggression/Violence
 - Anger Management
 - Anxiety
 - Attention Issues
 - Disruptive Behavior
 - Depression
 - Stress Management
 - Family Issues
- Family (Group) Therapy
- Systematic Therapy
- Play Therapy
- Cognitive-Behavioral Therapy

Below is the Social Worker schedule providing days of service for each feeder public school:

Social Worker	Title	Monday	Tuesday	Wednesday	Thursday	Friday
Nora Curia	LMHC	Borinquen Mental Health	Borinquen Mental Health	Ruth K. Broad K-8	Miami Beach Senior High	Miami Beach Senior High School
Gabriel Lamas	MSW	Miami Beach Senior High School	Fienberg K-8 Center	Miami Beach Senior High	South Point Elementary	Fienberg Fisher K-8 Center
Tamar Oppenheimer	LCSW	Nautilus Middle School	North Beach Elementary	Treasure Island Elementary	Nautilus Middle School	Biscayne Elementary School

Each elementary school receives support through this initiative one (1) day per week, Fienberg Fisher K-8 and Nautilus Middle two (2) days per week, and Miami Beach Senior High School four (4) days per week.

Please contact me with any questions. Updates will be provided as information becomes available.

Attachments

KGB/LDR

C: Executive Staff

Dr. Leslie Rosenfeld, Chief Learning Development Officer



Aggregate Summary Report

Encounters From: 8/21/2017 through 1/31/2018
Run Date: 2/20/2018 1:29:48 PM



Social Worker Visit	
Social Worker Services	Total
Adaptive Behavior Assessment with Parent	10
Class Observation	9
Counseling - Crisis	7
Counseling - Family	90
Counseling - Group	59
Counseling - Post Crisis	8
Counseling - Student/Individual	368
Depression Screening	21
Depression Screening Follow-Up	0
Home Visit Attempted - Complete	18
IEP/Staffing Team Meeting	1
Psychosocial/Behavioral Assessment	2
School Support Team Meeting	8
Social History - In Development	4
Student Initial Background Screening	0
Student Services Team Meeting	8
Truancy Study Team Meeting	0
Total	613

Psychosocial Problem	Total
Academic Issues	92
Aggression/Violence	27
Alcohol Usage	0
Anger Management	80
Anxiety	79
Attendance/Truancy	47
Attention Issues	253
Bereavement Issues	8
Bullying/Harrassment	28
Chronic Medical Problems	7
Crisis Intervention	3
Dating Issues	0
Depression	73
Disruptive Behavior	59
Domestic Violence	5
Eating Disorder	5
Economic Issues/Basic Needs	8
Family Issues	100
Growth & Development	75
Healthy Lifestyle	18



Aggregate Summary Report

Encounters From: 8/21/2017 through 1/31/2018
Run Date: 2/20/2018 1:29:48 PM



Homelessness	1
Housing Issues	5
Identity Issues	1
Legal Issues	1
Neglect	8
Oppositional Defiant Behavior	8
Peer Issues	59
Personal Hygiene	6
Physical Abuse	4
Safety	37
Self Esteem	36
Sexual Abuse	0
Sexual Activity/Teen Pregnancy	2
Sleep Disorder	3
Somatic	4
Stress Management	36
Substance Abuse	0
Suicidal Ideation	4
Tobacco	1
Total	1185

Outcome Disposition	Total
Ambulance/911/Emergency Called	1
Returned to Class	498
Sent Home	59
Transported to ER	0
Total	558

BEHAVIORAL HEALTH SERVICES

FINDING PEACE OF MIND

The City of Miami Beach, through our Education Compact with Miami-Dade Public Schools is offering behavioral/mental health support and community referral services for all Miami Beach public school children through The Children's Trust and Borinquen Medical Center.

SERVICES

A Licensed Clinical Social Worker (LCSW) provides the following behavioral/mental health services at each school:

- Cognitive-Behavioral Therapy
- Systematic Therapy
- Home Visit
- Participate Teacher/Parent Conference
- Family (Group) Therapy
- Play Therapy

1 in 3

Children suffer developmental or behavioral disabilities that limit their health and school performance.



Behavioral health issues can affect a student's performance, increase truancy, school dropout rates, and difficulties in learning.



If you are interested in learning more about these services, please contact your child's school LCSW, counselor or nurse.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

MIAMIBEACH

SERVICIOS DE SALUD MENTAL

ENCONTRANDO TRANQUILIDAD

La Ciudad de Miami Beach, a través de nuestro Pacto de Educación con las Escuelas Públicas del Condado de Miami-Dade, está ofreciendo apoyo para la salud mental/conductual y servicios de referencias para todos los niños en las escuelas públicas en Miami Beach a través de The Children's Trust y Borinquen Medical Center.

SERVICIOS

Un trabajador social de clínica licenciado (LCSW) provee los siguientes servicios de salud mental/conductual en cada escuela:

- Terapia cognitiva-conductual
- Terapia sistemática
- Participar en conferencia de maestro/padre
- Visita a domicilio
- Terapia de familia (grupo)
- Terapia de juego

1 in 3

Niños sufren discapacidades de desarrollo o mentales que limitan su salud y su rendimiento escolar.



Problemas de salud mental pueden afectar el rendimiento del estudiante, aumentar ausentismo, porcentaje de abandono escolar, y dificultades en aprendizaje.



Si usted está interesado en conocer mas sobre estos servicios, por favor contacte al LCSW, consejero, o enfermero designado a la escuela de su hijo.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

MIAMIBEACH

RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING A
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE TOWN OF SURFSIDE AND THE CITY OF
MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY
HARBOR ISLANDS, BAL HARBOUR VILLAGE, AND THE
MIAMI BEACH CHAMBER EDUCATION FOUNDATION,
INC. TO IMPLEMENT A NURSE ENHANCEMENT
INITIATIVE FOR SCHOOL YEAR 2018/2019 FOR
PARTICIPATING SCHOOLS; PROVIDING FOR
AUTHORIZATION AND IMPLEMENTATION OF THE
MOU; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside (“Town”) wishes to enter into a Memorandum of Understanding (MOU) as attached hereto as Exhibit “A” with neighboring municipalities, City of Miami Beach, North Bay Village, Town of Bay Harbor Islands and Bal Harbour Village (“Participating Municipalities”), and the Miami Beach Chamber Education Foundation, Inc. (MBCEF), to fund and implement a Nurse Initiative for participating schools in order to ensure healthcare services to students attending underserved public schools; and

WHEREAS, the MOU provides that the Participating Municipalities shall provide their proportionate share of funds for the 2018/2019 Nurse Enhancement Initiative, with the Town required to contribute \$3,667.00; and

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

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

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

Section 2. Approval of MOU and Authorization. The MOU between the Town, Participating Municipalities and MBCEF, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the MOU on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

Section 3. **Implementation.** The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the MOU.

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

PASSED AND ADOPTED this 8th day of May, 2018.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT A
NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2018/2019**

This is a Memorandum of Understanding ("MOU") made and entered into this _____ day of _____, 2018, by and between the **City of Miami Beach ("CMB")**, **North Bay Village ("NBV")**, the **Town of Bay Harbor Islands ("TBHI")**, the **Town of Surfside ("TS")**, **Bal Harbour Village ("BHV")**, and the **Miami Beach Chamber Education Foundation, Inc. ("MBCEF")** (collectively, the "Parties") to provide for funding and for the implementation of a Nurse Enhancement Initiative as provided herein, and as to be provided in an agreement between **MBCEF** and **The Children's Trust ("TCT")**.

WITNESSETH

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the "**Participating Municipalities**"); and

WHEREAS, following the Parties' determination that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "**Participating Schools**") did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the Miami Beach Chamber Education Foundation, Inc., and the Children's Trust, were provided by the Children's Trust via the new School Health Programs, and

WHEREAS, the Nurse Enhancement Initiative established at the **Participating Schools** for School Years 2015/2016, 2016/2017, and 2017/2018 was a success and the Parties wish to provide for another nurse enhancement initiative for the 2018/2019 School Year; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2018/2019 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to provide for a Nurse Enhancement Initiative for the Participating Schools during the 2018/2019 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide services for behavioral health and **TCT** shall provide certain schedules and reports as follows:
 - a) A monthly report of services provided at each of the **Participating Schools** shall be provided to the **Participating Schools** and to **MBCEF**; and
 - b) A monthly and an annual report shall be provided to the **Participating Municipalities** and to **MBCEF** documenting the percent of students returning to class after all visits relative to the above services at the **Participating Schools**.
2. On or before November 10, 2018, **MBCEF** shall provide funding to **TCT** for the 2018/2019 Nurse Enhancement Initiative in the amount of \$7,000.
3. On or before October 31, 2018, the **Participating Municipalities** shall provide their proportionate share of funds for the 2018/2019 Nurse Enhancement Initiative to **MBCEF**, subject to budget approval by the **Participating Municipalities**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities'** proportionate remaining share of funding for the 2018/2019 School Year shall be paid by October 31, 2018 in the following amounts:
 - i) **CMB** shall provide funding in the amount of \$15,400.00;
 - ii) **NBV** shall provide funding in the amount of \$6,600.00;
 - iii) **TBHI** shall provide funding in the amount of \$3,667.00;
 - iv) **TS** shall provide funding in the amount of \$3,667.00;
 - v) **BHV** shall provide funding in the amount of \$3,667.00;
4. **MBCEF** shall serve as the fiscal agent to collect the funds to be paid as provided in paragraph 3 above and shall disperse such funds to **TCT** after

entering into the agreement with **TCT** referenced in paragraph 1 and upon receipt of invoices from **TCT**.

5. **MBCEF** shall indemnify and hold harmless the **Participating Municipalities** and their respective officers employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the **Participating Municipalities** or their officers, employees agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this **MOU** by **MBCEF** or its employees, agents, servants, partners, principals, or subcontractors. **MBCEF** shall pay claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the **Participating Municipalities**, where applicable, including appellate proceedings, and shall pay all costs, judgements, and attorney's fees which may issue thereon.
6. In the event that one or more of the **Participating Municipalities** is not able to secure funds for their respective proportionate share of funding as provided in paragraph 3, then the remaining contributing **Participating Municipalities** may, in coordination with the **MBCEF** agree in writing to adjust the services to be provided through the Nurse Enhancement Initiative.
7. In the event that any of the provisions in this **MOU** are not performed, or if the 2018/2019 Nurse Enhancement Initiative is terminated after funds have been dispersed to **MBCEF** as provided in paragraphs 3 and 4, then **MBCEF** shall promptly reimburse each of the **Participating Municipalities** their proportionate share of unused funds. If any combination or all of the **Participating Municipalities** agree to implement a Nurse Enhancement Initiative for the 2019/2020 School Year, then **MBCEF** may, as directed by the Participating Municipalities in writing, hold any unused funds in escrow to be applied toward the 2019/2020 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share for the 2019/2020 Nurse Enhancement Initiative.

ATTEST:

TOWN OF SURFSIDE, a Municipal
Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency



Town of Surfside

COMMISSION COMMUNICATION

Agenda # 3F

Date: May 8, 2018

From: Daniel Dietch, Mayor
Lillian M. Arango, Town Attorney

Subject: Resolution Ratifying Authorization and Direction to File and Join Lawsuit –
Firearm Preemption Lawsuit

Background:

At the April 10, 2018 Commission meeting, the Commission authorized and directed the Town to join and file a lawsuit challenging the broad and vague preemption of firearm regulation in Section 790.33, Florida Statutes, which carries the risk of onerous and punitive consequences, including but not limited to, damages up to \$100,000 and fines up to \$5,000 (for which the official may be personally liable), removal from office by the Governor without due process of law, and a prohibition of the use of public funds to pay or reimburse the official for fines, damages or defense costs (collectively, the "Onerous Preemption Penalties").

As a result of the Onerous Preemption Penalties, the Town Commission and its members are effectively prohibited from taking any steps that could even remotely be viewed as a violation of the preemption, creating a chilling effect upon Town action and preventing the Town Commission from responding to the petitions and requests of the Town's residents to do something to protect against the dangers of firearms. The Town Commission may desire to consider various reasonable measures related to firearms, including the restriction of guns in Town-facilities and parks, the placing of signs related to guns in Town-facilities and parks, the regulation of gun accessories (such as holsters or bump stocks), the creation of "gun free zones" or "gun safe zones," or other measures related to guns, but refrain from doing so because any action could possibly be viewed as falling under the preemption and subject to the Onerous Preemption Penalties.

On February 26, 2018, the City of Weston passed Resolution 2018-30, authorizing and directing the City Attorney to file a lawsuit seeking a declaration that the provisions

punishing elected officials set forth Section 790.33, Florida Statutes, for violating the preemption related to the regulation of firearms and ammunition are invalid ("Lawsuit"), and invited other local governments to join the Lawsuit. Since the initial resolution adopted by the City of Weston, 18 local municipalities have passed similar resolutions and have elected to join in the Lawsuit.

Analysis:

The attached Resolution ratifies the Commission's authorization and direction on the Lawsuit, as provided at the April 10, 2018 Commission meeting, to join the Lawsuit and authorize the Town Attorney to file a lawsuit naming the Town, and those individual members of the Commission in their official capacity who choose to participate, as plaintiffs (Mayor Daniel Dietch, Vice Mayor Daniel Gielchinsky, Commissioner Michael Karukin and Commissioner Tina Paul), seeking declaratory and other appropriate relief to challenge the Onerous Preemption Penalties contained in Section 790.33, Florida Statutes, based upon appropriate legal theories. The Town Attorney will charge the Town a flat fee of \$10,000 to represent the Town and the individual members of the Commission (in their official capacity) who choose to participate as plaintiffs, for the litigation and all appeals. As of this date, 18 cities have chosen to have the Town Attorney's law firm represent them, and the flat fee will be reduced by 1% for each city over 15 up to a maximum reduction of 25% (which would lower the fee to \$7,500 if 40 or more cities have the Town Attorney's law firm represent them), and refund any amounts paid in excess of the reduced flat fee. The Town also acknowledges that the Town Attorney's law firm will be representing other local governments and officials in this Lawsuit and waives any conflicts related to such representation.


Budget Impact: A flat fee of \$10,000 to represent the Town and the individual members of the Commission (in their official capacity) who choose to participate as plaintiffs, in the litigation and all appeals. The flat fee will be reduced as stated above depending on the number of cities that ultimately join the Lawsuit.

Staff Impact: Minimal staff time is anticipated for the oversight and monitoring of the Lawsuit.

Recommendation: Approve the attached Resolution ratifying the Commission's previous action and direction authorizing the Town to file and join the Lawsuit challenging the Onerous Preemption Penalties, and those individual Commissioners, in their official capacity, who agreed to be included as plaintiffs.



Daniel Dietch, Mayor



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

RESOLUTION NO. 18-_____

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING THE AUTHORIZATION AND DIRECTION TO FILE A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS PUNISHING ELECTED OFFICIALS SET FORTH IN SECTION 790.33, FLORIDA STATUTES, FOR VIOLATING THE PREEMPTION RELATED TO THE REGULATION OF FIREARMS AND AMMUNITION ARE INVALID, AND INVITING OTHER LOCAL GOVERNMENTS TO JOIN THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, over the past several years there have been an unprecedented number of mass shootings in American communities including, most recently, at Marjory Stoneman Douglas High School in Parkland, Florida; and

WHEREAS, National and State leaders continue to fail to act to implement sensible gun law reforms that are supported by a majority of the nation; and

WHEREAS, in Section 790.33, Florida Statutes, the State of Florida (a) declared that it is occupying the whole field of regulation of firearms and ammunition, to the exclusion of all existing and future county or city ordinances, regulations, or rules, (b) purports to prohibit the enactment of any future ordinances or regulations “relating to firearms,” and (c) also purports to create potential liability for damages for actions other than ordinances and regulations, including any “measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced”; and

WHEREAS, the purported preemption, by using the terms “relating to firearms” and “any measure, directive, rule, enactment, order or policy promulgated,” is extremely broad and vague, and could apply to a panoply of measures that the Town would like to consider enacting, including the restricting of guns in Town facilities and parks, the placing of signs relating to guns in Town facilities and parks, the regulation of gun accessories (such as holsters, high capacity magazines, or bump stocks) or the creating of “gun free zones” or “gun safe zones”; and

WHEREAS, the potential violation of the broad and vague preemption of firearm regulation in Section 790.33, Florida Statutes, carries the risk of onerous and punitive consequences, including but not limited to damages up to \$100,000 and fines up to \$5,000 (for which the official may be personally liable), removal from office by the Governor without due process of law, and a prohibition of the use of public funds to pay or reimburse the official for fines, damages or defense costs (collectively, the “Onerous Preemption Penalties”); and

WHEREAS, as a result of the Onerous Preemption Penalties, the Town Commission and its members fear taking any steps that could even remotely be viewed as a violation of the

preemption, creating a chilling effect upon Town action and preventing the Town Commission from responding to the petitions and requests of the Town's residents to do something to protect against the dangers of firearms; and

WHEREAS, the Town Commission and its members desire to consider various reasonable measures related to firearms, including the restriction of guns in Town facilities and parks, the placing of signs related to guns in Town facilities and parks, the regulation of gun accessories (such as holsters, high capacity magazines, or bump stocks), the creation of "gun free zones" or "gun safe zones," or other measures related to guns, but have refrained from doing so because they could possibly be viewed as falling under the preemption and be subjected to the Onerous Preemption Penalties; and

WHEREAS, the Onerous Preemption Penalties strike at the core of the American system of democratic representation: they suppress, in an insidious, Orwellian fashion, the voice of the local electorate through intimidation of local elected officials; and

WHEREAS, the Onerous Preemption Penalties infringe on the free speech rights of the Town Commission and its members, and interfere with their ability to perform their official duties; and

WHEREAS, the Onerous Preemption Penalties infringe upon the legislative immunity the members of the Town Commission enjoy under law when casting votes in their official capacities; and

WHEREAS, the portion of the Onerous Preemption Penalties related to the removal from office by the Governor conflicts with Article 4, Section 7 of the Florida Constitution, by allowing the Governor to remove a municipal official who has not been indicted for any crime, and violates due process; and

WHEREAS, on February 26, 2018, the City of Weston passed Resolution 2018-30, authorizing and directing its City Attorney (Weiss Serota Helfman Cole & Bierman, the "Firm") to file a lawsuit seeking a declaration that the provisions punishing elected officials set forth in Section 790.33, Florida Statutes, for violating the preemption related to the regulation of firearms and ammunition are invalid ("Lawsuit"), and invited other local governments to join the Lawsuit; and

WHEREAS, the Town desires to join the Lawsuit and invite other local governments to join also; and

WHEREAS, the Town Commission believes it is in the best interest of the citizens and residents of the Town to file a lawsuit seeking a declaration that the Onerous Preemption Penalties are invalid and urging other local governments to join the lawsuit as plaintiffs with the Town.

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

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

Section 2: **Authorization.** The Town Commission hereby ratifies the authorization and direction to file a lawsuit naming the Town and those individual Members of the Commission (in their official capacity) who choose to participate, as plaintiffs, seeking declaratory and other appropriate relief to challenge the Onerous Preemption Penalties contained in Section 790.33, Florida Statutes, based upon any appropriate legal theories, including those set forth above.

Section 3: **Attorneys' Fee.** The Firm is hereby retained to represent the Town in this litigation. The Firm will charge the Town a flat fee of \$10,000 to represent the Town and the individual Members of the Commission (in their official capacity) who choose to participate as plaintiffs, for the litigation, including all appeals. If more than 15 cities choose to have the Firm represent them, the flat fee will be reduced by 1% for each city over 15 up to a maximum reduction of 25% (which would lower the fee to \$7,500 if 40 or more cities have the Firm represent them), and refund any amounts paid in excess of the flat fee. The Town also acknowledges that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. The Firm's retention may be subject to execution of a retainer agreement between the Town and the Firm consistent with the terms set forth herein and which addresses any conflict of interest waivers.

Section 4: **Urging Other Local Governments.** The Town Commission invites and urges other local governments and elected officials to join the Town as plaintiffs in the lawsuit and to coordinate their efforts with the Town.

Section 5: **Town Clerk Responsibilities.** The Town Clerk is directed to distribute this Resolution to all local governments in Miami-Dade County.

Section 6: **Authority.** That the appropriate Town Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 7: **Effective Date.** That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of May, 2018.

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN

REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for: Proclamation ____ Certificate ____ Key ____ Brick ____ (check one)

Date of Request: April 20, 2018

Name of Requestor: Daniel Dietch

Organization: Ruth K. Broad K-8 Center

Address: 1155 93rd Street, Bay Harbor Islands, FL 33154

Phone / E-Mail: (305) 865-7912

Name of Individual / Organization to be honored: Dori Delgado

Title for Proclamation or Certificate: See attached

Date of Recognition: May 12, 2018

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

Retiring after her 31-year teaching career, with 15 years at the Ruth K. Broad K-8 Center.

Document is to be:

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

Administrative Use Only

Proclamation ____ Certificate ____ Key ____ Coin ____

Approved: Yes ____ No ____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____



Proclamation

Whereas, Dori Delgado faithfully and conscientiously served our community by teaching at Ruth K. Broad Bay Harbor K-8 Center for fifteen of her thirty-one-year teaching career; and

Whereas, we recognize her caring, compassionate, and dedicated service to her Pre-Kindergarten students; and

Whereas, she has expressed her creativity in the classroom and has shared this talent with her students and parents; and

Whereas, we recognize her ability to teach the ABC's, 123's, shapes, colors, numbers, reading skills and so much more; and

Whereas, we benefit from her ability to bring smiles, fun, and laughter to the classroom and school; and

Whereas, we recognize her refusal to give up on any student and always find a way to effectively work with all of her students and parents; and

Whereas, we recognize her leadership in the school's Social Club and her ability to plan wonderful social events; and

Whereas, her outstanding passion for teaching and her gifts as an educator have been shared with her students and parents; and

Whereas, Dori Delgado is respected, admired and trusted and her devotion to teaching will have a valuable lasting impact on her students, parents and co-workers; and

Whereas, she will be missed by the students, staff, administration, parents and friends;

Now, therefore, the Bobcat Family and the Town of Surfside, do hereby proclaim May 12, 2018 Dori Delgado Day in observance thereof, we call upon her friends and family to join us in the celebration of this day.

In witness thereof, I have hereunto set my hand this 8th day of May, 2018.

Daniel Dietch, Mayor
Town of Surfside, Florida

Request for: Proclamation X Certificate _____ Key _____ Brick _____ (check one)

Date of Request: April 22, 2018

Name of Requestor: Daniel Y. Gielchinsky

Organization: Town of Surfside

Address: _____

Phone / E-Mail:

Name of Individual / Organization to be honored:

2018 Law Day Proclamation

Date of Recognition: May 11, 2018

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

WHEREAS, the United States of America is celebrating the 60th anniversary of Law Day, and

WHEREAS, the national theme for Lay Day 2018 is ‘SEPARATION OF POWER: Framework for Freedom.’ and

WHEREAS, the North Dade Justice Center is a county leader in celebrating Law Day for over 20 years, and

WHEREAS, the judicial, legal and business communities of Miami-Dade County join forces to recognize Law Day,

NOW THEREFORE, the TOWN OF SURFSIDE proclaims Friday, May 11, 2018 as Law Day 2018.

Document is to be:

- Presented at a Commission Meeting in _____ (month / year)

- Presented at the following event **Law Day ceremony on Friday, May 11th, at the North Dade Justice Center** *(Please attach event information to the request form)*
- Picked up by _____ on _____ (date)

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes _____ No _____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____



Proclamation

WHEREAS, the United States of America is celebrating the 60th anniversary of Law Day, and

WHEREAS, the national theme for Lay Day 2018 is 'SEPARATION OF POWER: Framework for Freedom', and

WHEREAS, the North Dade Justice Center is a county leader in celebrating Law Day for over 20 years, and

WHEREAS, the Judicial, Legal and Business Communities of Miami-Dade County join forces to recognize Law Day,

NOW THEREFORE, the TOWN OF SURFSIDE proclaims Friday, May 11, 2018 as Law Day 2018.

In witness thereof, I have hereunto set my hand this 8th day of May, 2018.

*Daniel Dietch, Mayor
Town of Surfside, Florida*



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

COMMISSION COMMUNICATION

Agenda Item # – 3I

Date – May 8, 2018

Subject – Community Center Pool Heater – Parks and Recreation Department

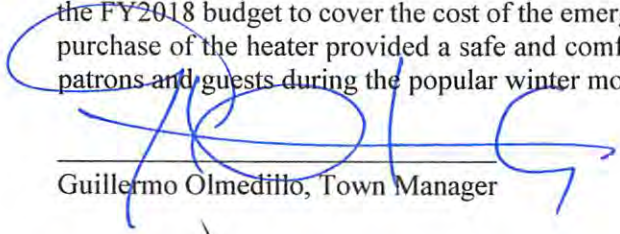
Background – The heater combustion chamber for the Community Center pool shorted out and was no longer safely operational on New Year's Day, January 1, 2018. On Wednesday, January 3, 2018, it was determined that the heater was not salvageable and needed to be replaced. Friday, January 5, 2018, Parks and Recreation staff located and coordinated the purchase of a new heater. This purchase was obtained by way of a sole source vendor. The emergency purchase was the most efficient and fastest process to have the pool heater up and running with minimum down time during Surfside's peak winter season. The cost of removal and disposal of the existing heater and the purchase and installation of the new heater was \$38,341.74. The new heater was installed and running by January 17, 2018.

Analysis – The pool remained open and operational throughout these 14 days; however, without the heater, the water temperature ranged from 55 to 65 degrees Fahrenheit. The standard temperature of a recreational/leisure pool is 84 degrees Fahrenheit. The timely turn around and purchase of a new heater was instrumental in both the safety and convenience of patrons during our winter months. The Parks and Recreation Committee Members were unanimously in agreement with the purchase of the new heater in a quick and efficient manner. The replacement of the heater was a discussion item for the January 22, 2018, Parks and Recreation Committee Meeting.

Budget Impact – The replacement of the heater was not contemplated in the FY2018 budget. The Town will be appropriating the funding for this emergency repair from reserves. We expect to amend the budget for this and other purposes in June.

Staff Impact –N/A

Recommendation – It is recommended that the Town Commission approve the emergency purchase of the new heater for daily pool use from account number 001-6000-572.64-10 and then adopt an amendment to the FY2018 budget to cover the cost of the emergency replacement of essential equipment. The emergency purchase of the heater provided a safe and comfortable water temperature for all Community Center pool patrons and guests during the popular winter months.


Guillermo Olmedillo, Town Manager


EH/TM/CW

RESOLUTION NO. ____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA RATIFYING AND
APPROVING THE EMERGENCY PURCHASE OF A
HEATER FOR THE COMMUNITY CENTER POOL;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside (Town”) was in need of a new and replacement heater for the Town’s Community Center pool (“Equipment”) in response to the existing heater combustion chamber shorting out on January 1, 2018 and becoming non-operational and no longer safe to operate; and

WHEREAS, pursuant to Section 3-13(4) of the Town’s Code (Exemptions from Competitive Bidding), the Town Manager may make emergency purchases in the event there is a matter necessitating immediate or quick action and not permitting adequate time to utilize the competitive bidding process; and

WHEREAS, in response to the urgent need to have an operational heater at the Community Center Pool during the peak winter season, the Town Manager and staff coordinated the immediate purchase of the Equipment from a sole source vendor; and

WHEREAS, the Town Commission wishes to ratify and approve the emergency purchase and installation of the Equipment at a cost of \$38,341.74 and finds that such was in the best interest of the Town and its residents.

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

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

Section 2. **Emergency Purchase Ratified and Approved.** The emergency purchase of the Equipment in the amount of \$38,341.74 is hereby ratified and approved.

Section 3. **Implementation of Contract.** The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase and installation of the Equipment.

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

PASSED AND ADOPTED this 8th day of May, 2018.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Daniel Gielchinsky	_____
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 # – 4A1

Date – May 8, 2018

Subject – Maximum Building Length

Background – The lengths of buildings in the Collins to Harding corridor has continued to be of concern to both the Planning & Zoning Board and the Town Commission. Staff proposed an ordinance to limit the maximum length of 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. The Planning and Zoning Board evaluated this issue at their March 29, 2018 meeting and requested staff to review options for additional flexibility. Staff revised the proposed ordinance to allow an applicant to provide a building separation equivalency area. Therefore, in lieu of providing multiple 17 foot wide breaks after 150 feet in length, an applicant may choose to aggregate the breaks to allow for a wider break, no less than 250 feet apart.

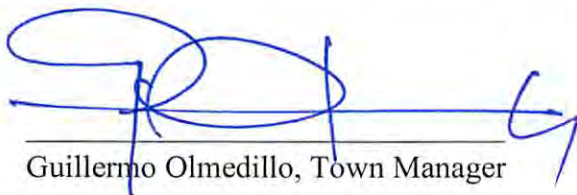
The Planning and Zoning Board also requested permitting a one-story connection in the building separation area; however, the connection would be required to be setback from the building line with additional setbacks depending on the floor proposed for the connection.

Budget Impact – Cost of advertising an ordinance as well as approximately 20 hours of staff time analyzing the options, preparing language and making revisions based on Planning & Zoning Board input.

Growth Impact – Limits unlimited building lengths.

Staff Impact – Preparation of an ordinance.

Recommendation – Request for a motion to approve the draft ordinance on second 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 March 29, 2018 and April 26, 2018; and

25 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing
26 on these regulations as required by law on May 8, 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~~. Additions to the text after first reading are shown in double underline. Deletions to text after first reading are shown in ~~double 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, subject to the following:

- a. There shall be a minimum building separation of 12 feet between buildings on the same property.
- b. 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.
- c. Buildings may have a one-story (fifteen feet in height or less) connecting floor or breezeway provided such connection is set back a minimum of:
 - 1. 15 feet from the front building line if located on the ground floor;
 - 2. 25 feet from the front building line if located on the 2nd floor; or
 - 3. 35 feet from the front building line if located on the 3rd floor.

(3) Continuous wall frontages in the H40 zoning district shall not exceed 150 feet in length, subject to the following:

- a. There shall be a minimum building separation of 17 feet between buildings on the same property.
- b. 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.
- c. Buildings may have a one-story (fifteen feet in height or less) connecting floor or breezeway provided such connection is set back a minimum of:
 - 1. 15 feet from the front building line if located on the ground floor;
 - 2. 25 feet from the front building line if located on the 2nd floor; or

84 3. 35 feet from the front building line if located on the 3rd floor.

85 (4) In the event property is developed with more than 150 linear feet of lot frontage facing
86 Harding Avenue and an equal or greater lot frontage facing Collins Avenue, no wall
87 frontage facing Harding Avenue or Collins Avenue shall exceed 150 feet in length, subject
88 to the following:

89 a. There shall be a minimum building separation of 17 feet between buildings on the
90 same property and the building separation shall run from Harding Avenue directly
91 through to Collins Avenue.

92 b. The building facades facing each side of the separation area shall provide a
93 minimum of 10% wall openings per façade and a minimum two-foot area for
94 plantings along each façade.

95 c. Buildings may have a one-story (fifteen feet in height or less) connecting floor or
96 breezeway provided such connection is set back a minimum of:

97 1. 15 feet from the front building line if located on the ground floor;

98 2. 25 feet from the front building line if located on the 2nd floor; or

99 3. 35 feet from the front building line if located on the 3rd floor.

100 (5) In lieu of providing all building separations required in the H30C and H40 districts, a
101 building may provide one or more building separation equivalency areas as follows:

102 a. The total sum of the provided building separation equivalency areas shall not be
103 less than the sum of the total building separation areas that would be required if
104 the separations required in subsections (2), (3), or (4) above, as applicable, were
105 instituted.

106 b. Building separation equivalency areas shall be no more than 250 feet apart.

107 c. Any building separation for a property with more than 150 linear feet of lot
108 frontage on both Harding Avenue and Collins Avenue shall run from Harding
109 Avenue directly through to Collins Avenue.

110 d. The building facades facing each side of the separation area shall provide a
111 minimum of 10% wall openings per façade and a minimum four-foot area for
112 plantings along each façade.

113 e. Buildings may have a one-story (fifteen feet in height or less) connecting floor or
114 breezeway provided such connection is set back a minimum of:

115 1. 15 feet from the front building line if located on the ground floor;

116 2. 25 feet from the front building line if located on the 2nd floor; or

117 3. 35 feet from the front building line if located on the 3rd floor.

118 ~~(2)~~(6) Structured parking garages: see section 90-49.4.

119 ~~(3)~~(7) Buildings within a district designated as a historic district per Miami-Dade
120 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 May, 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

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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 # – 4A2

Date – May 8, 2018

Subject – Surfside Development Approval Procedures Update

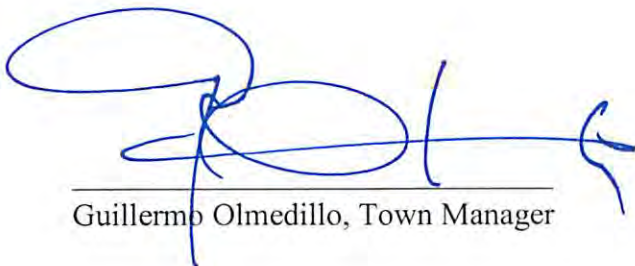
Background – When preparing an item for a quasi-judicial hearing, staff has found that applicants often submit supplemental information or request modifications to a proposed resolution after the agenda package has been prepared, up to the actual hearing, this causes confusion to the general public and 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 second 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 desires to eliminate duplication and streamline application
9 requirements to make 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 April 26, 2018; and

15 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing
16 on these regulations as required by law on May 8, 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
55 provided after that time or new materials submitted prior to the deadline which

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

significantly revise the proposed plans or require significant review will result in removal of the item from said agenda to the next available meeting date for which notice may be properly provided in order to ensure adequate review and analysis of the new materials. 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 unless the application would resolve the code enforcement issue.

(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.~~

(74) 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 8th day of May, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Daniel Gielchinsky _____
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 # 4A3

Date: May 8, 2018

**Subject: Ordinance on Lighting Regulations for Marine Turtle Protection
Second Reading**

Background - At the March 13, 2018 Town Commission meeting, the Town Commission directed the preparation of an ordinance providing for the protection of marine turtles, including regulations on artificial lighting ("Ordinance"). First reading of the Ordinance occurred at the Commission meeting on April 10, 2018, with the Commission directing two changes to the Ordinance: (1) Section 34-83(1), Prohibited Activities, to prohibit at nighttime during nesting season, the operation of all motorized vehicles on the beach, except emergency and law enforcement and *emergency* beach maintenance vehicles; and (2) Section 34-84(b) Lighting Standards for Existing Development, to require compliance with lighting standards within 24 months of the effective date of the Ordinance.

Analysis - The Florida Department of Environmental Protection ("DEP") and the Fish and Wildlife Conservation Commission ("FWC") consider the proposed Ordinance to be minimum guidelines for the protection of nesting habitat, nesting females, and hatchling marine turtles from the negative effects of artificial lighting. The proposed Ordinance is consistent with recommended minimum guidelines established by DEP and FWC and consistent with Section 161.163, Florida Statutes. The responsibility for protecting nesting female and hatchling marine turtles is a joint responsibility of local government and the DEP. Local governments are encouraged by DEP to adopt, implement, and enforce the guidelines directed at protecting marine turtles along the local government's beaches.

The proposed Ordinance establishes prohibited activities disruptive to marine turtles. The Ordinance also establishes lighting standards for new development within the line-of-sight of the beach. The Ordinance further addresses and establishes lighting standards for existing development within the line-of-sight of the beach and interfering with turtle nesting, and provides for a 24-month compliance period from the effective date of the ordinance or when existing development begins renovations exceeding 50% of the assessed value of the structure, as determined by the Building Official.

DEP has stated the importance of considering several issues when adopting such protections, including the following:

(a) Public Awareness. Any person submitting an application for coastal construction activities within the Town beaches or near the beaches should be informed of the existence of and requirements of the Ordinance upon its adoption to help raise awareness and ensure compliance.

(b) Local Government. Upon adoption of the Ordinance, a system of communication between the Town and DEP 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. DEP can assist local governments by providing conservation information and other technical assistance.

(c) Inter-Governmental Cooperation. Upon adoption of the Ordinance, the Town should develop a system for receiving copies of permits issued by FWC, the DEP, 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 Town's Ordinance.

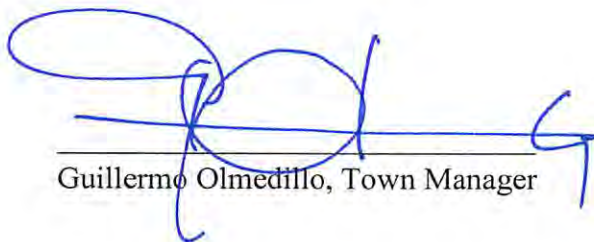
(d) Enforcement. Local governments should develop a process for the consistent and effective enforcement of adopted regulations. As written, the Ordinance proposes using Code Compliance staff and procedures, as contained within Chapter 15 of the Town's Code.

Budget Impact - The Town will need to implement, monitor and enforce compliance with the Ordinance, thereby necessitating staff time and resources. Public awareness and an education campaign is also needed and will require expenditure of funds for such purposes.

Initial budget impact is calculated at \$1,000 per month for the first six months.

Staff Impact - Use of Building and Code Compliance staff.

Recommendation - It is recommended that the Town Commission adopt the Ordinance on second reading, with the changes directed by the Commission at first reading on April 10, 2018, amending the Code to implement lighting regulations for marine turtle protection as recommended by DEP and FWC.



Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CODE BY CREATING ARTICLE VI, "LIGHTING REGULATIONS FOR MARINE TURTLE PROTECTION" OF CHAPTER 34 "ENVIRONMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is committed to environmental conscientiousness and leadership, and towards that end has previously adopted ordinances prohibiting the sale or use of polystyrene food service articles, as well as the banning of plastic straws that threaten wildlife and marine life; and

WHEREAS, marine turtle nesting in the State of Florida has been negatively affected due to the artificial lights from residential and commercial properties near the beaches; and

WHEREAS, the Town finds that it is in the public interest, safety, and welfare to adopt the proposed regulations and rules recommended by the Florida Department of Environmental Protection (“DEP”) and Florida Fish and Wildlife Conservation Commission (“FWC”); and

WHEREAS, the further purpose and intent of these regulations is to implement Section 161.163, Florida Statutes, and

WHEREAS, the regulations intended effect is to protect hatchling marine turtles from the adverse effects of artificial lighting and provide overall improvement in nesting habitats that have been degraded by light pollution in order to increase the successful nesting activity and production of hatchlings; and

WHEREAS, Chapter 34 of the Town’s Code of Ordinances (“Code”) pertains to the environment, and the Town Commission wishes to amend Chapter 34 of the Town’s Code to create Article VI regulating artificial lighting along the beaches; and

WHEREAS, the Town Commission finds that this Ordinance is necessary for the preservation and improvement of the environment and marine wildlife, public health, safety and welfare of the Town's residents and visitors.

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

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 Article VI “Lighting Regulations for Marine Turtle Protection” of Chapter 34 “Environment” to read as follows:

Chapter 34 – Environment

Article VI –Lighting Regulations for Marine Turtle Protection.

Section 34-81. Purpose and Intent.

The purpose of this article is to reduce the impacts of artificial coastal lighting on threatened and endangered sea turtles that nest on the beaches of Surfside by restricting artificial lighting and other activities that disorient turtle hatchlings, causing them to crawl toward land rather than toward the ocean. This article is intended to provide overall improvements in nesting habitat degraded by light pollution, and increase successful nesting activity and production of hatchlings. The restrictions and constraints of this article shall be effective within the incorporated areas of Surfside and apply to any artificial lighting that has potential to adversely impact sea turtles within Town limits.

Sec. 34-82. Definitions.

Definitions provided in this article are intended for use in this article only and shall not be construed to amend any existing definition in the Land Development Regulations. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alternative lighting source means any amber or red LED bulbs with long wavelength bulbs greater than 580 nanometers; low pressure sodium bulbs, Turtle Safe Lighting coated compact fluorescent bulb; fiber optic lighting and true red neon or any other lighting device that meets the intent of this article.

Artificial light means any point source of light emanating from a device made by humans, including but not limited to incandescent mercury vapor, metal halide, sodium lamps, fluorescent, flashlights, spotlights, streetlights, vehicular lights, construction lights, security lights, bonfires, or any light emanating from any reflective surface of the device.

Beach means that area of unconsolidated material that extends landward from the mean low-water line of the Atlantic Ocean, to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation.

Bug type bulb means any yellow or other 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.

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 process.

79 *County* means Miami-Dade County.

80
81 *Cumulatively illuminated* means illuminated by numerous artificial light sources that as a
82 group illuminate any portion of the beach.

83
84 *Directly illuminated* means illuminated as a result of glowing elements, lamps, globes, or
85 reflectors of an artificial light source that is visible to an observer standing anywhere on the
86 beach.

87
88 *Dune* means a mound or ridge of loose sediments, usually sand-sized, lying landward of
89 the beach and deposited by any natural or artificial mechanism.

90
91 *Existing development* means any development for which a certificate of use or occupancy
92 has been issued or for development activity for which a building permit has been issued and
93 work has been substantially completed at the time of the effective date of this article.

94
95 *Filmed glass* means window glass that has been covered with a film such that the
96 material has a shading coefficient of 45 percent or less, adhesive as an integral part, and has
97 performance claims that are supported by approved testing procedures and documentation.

98
99 *Frontal dune* means the first natural or artificial mound or bluff of sand that is located
100 landward of the beach and that has sufficient vegetation, height, continuity and configuration to
101 offer protective value.

102
103 *Ground-level barrier* means any vegetation, natural feature or artificial structure rising
104 from the ground that prevents beachfront lighting from shining directly onto the beach-dune
105 system.

106
107 *Hatchling* means any species of marine turtle, within or outside of a nest, which has
108 recently hatched from an egg.

109
110 *Indirectly illuminated* means illuminated as a result of glowing elements, lamps, globes,
111 or reflectors of an artificial light source that is not visible to an observer standing anywhere on
112 the beach.

113
114 *Marine turtle* means any marine-dwelling reptile of the families Cheloniidae or
115 Dermochelyidae found in Florida waters or using the beach as a nesting habitat, including the
116 species: *Caretta caretta* (loggerhead), *Chelonia mydas* (green), *Dermochelys coriacea*
117 (leatherback), *Eretmochelys imbricata* (hawksbill), and *Lepidochelys kempi* (Kemp's ridley). For
118 purposes of this section, marine turtle is synonymous with sea turtle.

119
120 *Nest* means an area where marine turtle eggs have been naturally deposited or
121 subsequently relocated.

122
123 *Nesting season* means the period from May 1 through October 31 of each year.

125 *New development* means new construction which has not been permitted or for
126 development activity for which a building permit has been issued and work has not been
127 substantially completed at the time of the effective date of this article.

128
129 *Nighttime* means the time period between 10:00 pm and 5:00 am within the Town limits
130 of Surfside.

131
132 *Person* means individuals, firms, associations, joint ventures, partnerships, estates, trusts,
133 syndicates, fiduciaries, corporations, and all other groups or combinations.

134
135 *Tinted glass* means any glass treated to achieve an industry-approved inside-to-outside
136 light transmittal value of 45 percent or less. Such transmittance is limited to the visible spectrum
137 (400 to 700 nanometers) and is measured as the percentage of light that is transmitted through
138 the glass.

139
140 **Sec. 34-83. Prohibited Activities Disruptive to Marine Turtles.**

141
142 *Prohibited activities.* The following activities involving direct illumination of portions of the
143 beach are prohibited on the beach at nighttime during the nesting season for the protection of
144 nesting marine turtle females, nests and hatchlings:

145
146 (1) The operation of all motorized vehicles, except emergency and law
147 enforcement, or emergency beach maintenance vehicles or those permitted on the
148 beach for marine turtle's conservation and/or research.

149
150 (2) The building of campfires or bonfires.

151
152 (3) Fireworks displays, except those that have Town special event permits and, if
153 applicable, a Florida Department of Environmental Protection ("DEP") permit;
154 however, nothing in this article shall prohibit the Town's July 4th fireworks
155 display.

156
157 (4) Special events pursuant to Chapter 35, Article 1, of the Town Code, unless
158 allowed first by permit issued by the Florida Department of Environmental
159 Protection.

160
161 **Sec. 34-84. Lighting Standards for Coastal Construction Activities.**

162
163 (a) *Lighting standards for new development.* It is the policy of the Town of Surfside that no
164 artificial light shall illuminate within direct line-of-sight of the beach that has potential to
165 interfere with turtle nesting. To meet this intent, new development construction within line-of-
166 sight of the beach shall comply with the following:

167
168 (1) Exterior artificial light fixtures shall be designed and positioned so that:

169
170 (a) The point source of light or any reflective surface of the light fixture
171 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 or higher if necessary to conform with life safety codes; 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 operated, shall be designed and located to prevent vehicular headlights from directly or indirectly illuminating the beach.

(7) Vehicular lighting, parking area lighting, and roadways 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 and 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.

(11) Properties that abut the beach which have signage facing the beach or in the line-of-sight of the beach, including building identification signs, shall not be illuminated during the nighttime hours of the nesting season. Properties that face the beach but do not abut the beach which have signage visible from the beach shall be properly shielded with downward facing fixtures where the chosen background does not reflect the light source and signs that are lit internally must illuminate only the text and have the appropriate shielding, and not reflect the light source.

(b) *Lighting standards for existing development.* It is the policy of the Town of Surfside that no artificial light shall illuminate any area within direct line-of-sight of the beach that has the potential to interfere with turtle nesting. To meet this intent, within twenty-four (24) ~~forty-eight (48)~~ months of the effective date of this article or when an existing development has begun renovations exceeding fifty percent (50%) of the tax assessed value of the structure as determined by the building official, an existing development shall be in compliance 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 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 bug type bulbs not exceeding 50 watts or any alternative lighting source as defined herein;

(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 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 or an alternative lighting source;

(h) Plan 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 that cannot be brought into compliance with the provisions of these standards.

(3) Properties that abut the beach which have signage facing the beach or in the line-of-sight of the beach, including building identification signs, shall not be illuminated during the nighttime hours of the nesting season. Properties that face the beach but do not abut the beach which have signage visible from the beach shall be properly shielded with downward facing fixtures where the chosen background does not reflect the light source and signs that are lit internally must illuminate only the text and have the appropriate shielding, and not reflect the light source.

(4) One or more of 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 in the definition of "Tinted or Filmed 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/or

(d) Turn off unnecessary lights.

Sec. 34--85. Other Codes and Provisions.

(a) To the extent these standards conflict with life safety codes or other codes having life safety provisions, the provisions of this Article shall not supersede those specific life safety provisions.

(b) New or existing development which has secured a Coastal Construction Line Permit or Joint Coastal Permit from the Department of Environmental Protection which includes a lighting review for marine turtle protection will be deemed to have complied with the provisions of this Article.

(c) Publicly-owned lighting which includes, but is not limited to, street lights, park lights, publicly-owned facility lights and walkway lights shall be shielded or shaded to the extent the lights are determined by the Town not to be necessary for public safety purposes.

Sec. 34-86. Enforcement and Penalties.

The provisions of this article shall be enforced pursuant to Article 1, Chapter 15, of this Code and by any other means permitted by law. In addition, the enforcing agency may notify the property owner or other person responsible for lighting or management of the property, in writing, that an external lighting source causing a violation may be removed by the Town. The Town shall recover from the property owner the costs of removal of external lighting sources causing violations, which shall constitute a lien against the property and shall be reimbursed to the Town at time of sale of the property or upon any lien foreclosure action. Said lien shall have the same priority as a lien for real estate taxes.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. 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 3. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 5. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading on the 10^h day of April, 2018.

PASSED AND ADOPTED on second reading on 8th day of May, 2018.

On Final Reading Moved By: _____

On Final Reading Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

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 # : 4B1

Date: May 8, 2018

Subject: Adoption of a Cone of Silence for Town Procurements

Background:

At the April 10, 2018 Town Commission meeting, the Town Commission directed the preparation of an ordinance providing for a cone of silence applicable to the Town's competitive solicitation or procurement process ("Ordinance"). Currently, Chapter 3, Purchasing, of the Town Code, does not contain a cone of silence or any restrictions on communications between potential proposers and bidders and Town Commissioners and staff during the pendency of a solicitation.

Analysis:

The attached Ordinance for first reading adopts a cone of silence process for Town solicitations and procurements of goods and services. The cone of silence will promote integrity, efficiency, fair competition and ease in the competitive solicitation and procurement process by prohibiting and regulation certain communications between a proposer or bidder and Town Commissioners and staff during the pendency of a solicitation and prior to award of a contract by the Town Commission. The attached Ordinance is similar to the cone of silence provisions contained in Miami-Dade County's Code Section 2.11.1(t).

Budget Impact:

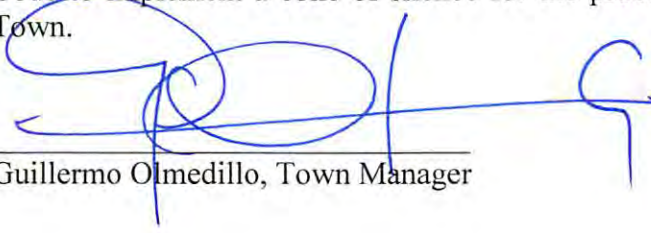
The Town will need to implement, notice and monitor compliance with the cone of silence requirements for each applicable solicitation thereby necessitating staff time and resources, including the Town Manager, Town Clerk and staff. Additionally, applicability and interpretation of the newly enacted cone of silence provision may require the advice and counsel of the Town Attorney to ensure compliance with the Ordinance.

Staff Impact:

Staff time and coordination by the Town Manager and Town Clerk to notice and ensure compliance with the cone of silence provisions of the Ordinance where applicable to solicitations.

Recommendation:

It is recommended that the Town Commission adopt the Ordinance on first reading amending the Code to implement a code of silence for the procurement process of goods or services for the Town.



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 2018 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CODE BY AMENDING SECTION 3-17, "OPT OUT INVOKED" OF CHAPTER 3 "PURCHASING" TO IMPLEMENT A CONE OF SILENCE PROVISION FOR PROCUREMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is committed to efficiency and integrity in the competitive solicitation process for procuring goods and services for the Town; and

WHEREAS, the purpose and intent of these regulations is to implement a cone of silence provision applicable to Town procurements; and

WHEREAS, the regulations intended effect is to protect the integrity, fair competition and ease of the competitive procurement process; and

WHEREAS, Chapter 3 of the Town's Code of Ordinances ("Code") pertains to the purchasing and the procurement process of goods and services on behalf of the Town; and

WHEREAS, the Town Commission wishes to amend Chapter 3, Purchasing, to adopt and implement a cone of silence provision applicable to procurements, similar to the process set forth in the Miami-Dade County Section 2.11.1(t); and

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

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

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 Code Section 3-17 "Opt Out Invoked" of Chapter 3 "Purchasing" is hereby amended as follows:

~~Section 3-17. Opt out invoked.~~

~~Pursuant to Miami Dade County Code Section 2.11.1(t)(4), the provisions of Section 2-11.1(t), "Cone of Silence," of the Miami Dade County Code shall not apply to the Town~~

of Surfside. The Town clerk is hereby instructed to provide a copy of this ordinance to the Miami Dade County Ethics Commission.

Section 3-17- Cone of silence.

(a) Definition. "Cone of silence," as used herein, means a prohibition on any communication regarding a particular request for proposal ("RFP"), request for qualification ("RFQ") or bid, between:

(1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and

(2) The Town commissioners, Town's staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

(b) Restriction; notice. A cone of silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the cone of silence, the Town Manager or his or her designee shall provide for public notice of the cone of silence by posting a notice at the Town hall and/or electronically, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

(c) Termination of cone of silence. The cone of silence shall terminate at the beginning of the Town commission meeting at which the Town Manager makes his or her written recommendation to the Town commission for award of a contract. However, if the Town commission refers the Manager's recommendation back to the Manager or staff for further review, the cone of silence shall be reimposed until such time as the Manager makes a subsequent written recommendation.

(d) Exceptions to applicability. The provisions of this section shall not apply to:

(1) Oral communications at pre-bid conferences;

(2) Oral presentations before selection or evaluation committees;

(3) Public presentations made to the Town commissioners during any duly noticed public meeting

(4) Written communications at any time with any Town employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The respondent, bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;

76 (5) Written communications regarding a particular RFP, RFQ or bid between a potential
77 respondent, vendor, service provider, proposer, bidder, lobbyist or consultant and the
78 Town's purchasing agent or Town employee designated responsible for administering
79 the procurement process for such RFP, RFQ or bid, provided the communication is
80 limited strictly to matters of process or procedure already contained in the
81 corresponding solicitation document;

82
83 (6) Communications with the Town attorney and his or her staff;

84
85 (7) Duly noticed site visits to determine the competency of respondents regarding a
86 particular solicitation during the time period between the opening of solicitations and
87 the time the Town Manager makes his or her written recommendation;

88
89 (8) Any emergency procurement of goods or services pursuant to the Town Code;

90
91 (9) Responses to the Town's request for clarification or additional information;

92
93 (10) Contract negotiations during any duly noticed public meeting;

94
95 (11) Written communications to enable Town staff to seek and obtain industry comment or
96 perform market research, provided all communications related thereto between a
97 potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant
98 and any member of the Town's professional staff including, but not limited to, the Town
99 Manager and his or her staff are in writing or are made at a duly noticed public meeting;

100
101 (12) Unsolicited proposals or solicited proposals pursuant to a public-private partnership
102 with the Town in accordance with F.S. § 255.065, as amended from time to time,
103 including, but not limited to, contract negotiations between the Town staff, consultants,
104 and individuals or representatives of entities proposing a public-private partnership.

105
106 (e) *Penalties.* Violation of this section by a particular respondent, bidder or proposer shall
107 render any RFP award, RFQ award or bid award to said respondent, bidder or proposer
108 voidable by the Town commission or Town Manager. Any person who violates a provision
109 of this section may be prohibited from serving on a Town selection or evaluation
110 committee. In addition to any other penalty provided herein, violation of any provision of
111 this section by a Town employee may subject said employee to disciplinary action.

112
113 (f) *Opt out invoked.* It is hereby provided that the provisions of section 2-11.1(t) "Cone of
114 silence" of the Miami-Dade County Code shall not apply to the Town of Surfside. This opt
115 out provision shall prevail over any conflicting Town ordinance.

116
117 **Section 3. Severability.** That the provisions of this Ordinance are declared to be severable,
118 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 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. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 5. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

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

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

On Final Reading Moved By: _____

On Final Reading Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen

Commissioner Michael Karukin

Commissioner Tina Paul

Vice Mayor Daniel Gielchinsky

Mayor Daniel Dietch

Daniel Dietch

Mayor

ATTEST:

Sandra Novoa, MMC

Town Clerk

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

163

165



Town of Surfside Commission Communication

Agenda Item # 5A

Date: May 8, 2018

Subject: Approve Resolution to purchase a 2019 Ford F-550 Lift Truck.

Background: The Public Works Department is a 24 hour, 7 day a week operation which maintains and repairs various items throughout the Town. The efficiency and effectiveness of the Department depends on its equipment being functional. The Town previously had a lift truck that was over thirty years old, which was no longer safe for Town staff to utilize and became inoperable. The Town has relied on neighboring cities, such as Bal Harbour, and vendors, such as Lukes Landscaping for utilization of their lift truck, when available. While fortunate to have their cooperation, it becomes impractical during emergencies, especially during Hurricane season.

Analysis: In order to perform the task, it is imperative that we have equipment to do this. The equipment will provide the ability to maintain and complete repairs. The Public Works Department conducted a good faith review of available sources and successfully received three quotes for the lift truck.

The three quotes presented for the truck are as follows:

- | | |
|------------------------------|--------------|
| 1. TruckMax | \$117,653.00 |
| 2. Altec | \$125,562.00 |
| 3. Commercial Trucker Trader | \$139,970.00 |

Budget Impact: The truck is identified in the approved 2017-2018 budget and funded from the Public Works Fund Machinery and Equipment Account Number 001-5000-539-6410.

Staff Impact: None

Recommendation: Staff recommends the Town Commission approve the purchase of a 2019 Ford F-550 Lift Truck for a cost not to exceed \$120,000.


Guillermo Olmedillo, Town Manager


CW/RS/FD



Commercial Truck Trader®

www.commercialtrucktrader.com™

2017 FORD F550 BUCKET TRUCK - BOOM TRUCK in Naples, FL



21 Photos

Play Brochure

\$139,970

Specification

Year:	2017
Make:	FORD
Model:	F550
Class:	Class 5 (GVW 16001 - 19500)
Category:	Bucket Truck - Boom Truck
Cab Type:	STANDARD CAB
Engine Make:	Power Stroke
Engine Size:	6.7L
Mileage:	1,952
New/Used:	New
Color:	White
Weight:	16001-19500
Max Torque:	750-750
Engine Model:	Power Stroke 6.7L V8
	330hp 750ft. lbs.
Max Horsepower:	330-330
Fuel Type:	Diesel
Transmission:	6
Speed:	
Axles:	4x4
Rear Axles:	DRW
Wheelbase:	145.3-205.3
Brake Type:	Hydraulic
Drivetrain:	4X4
VIN:	1FDUF5HT0HDA08692
Price:	\$139,970

Vehicle Description

F-550 DRW, XL 4WD Reg Cab 205" WB 120" CA, Bucket Truck, Bucket Truck, , Four Wheel Drive, Power Steering, ABS, 4-Wheel Disc Brakes, Brake Assist, Steel Wheels, Tires - Front All-Season, Tires - Rear All-Season, Tow Hooks, Intermittent Wipers, Variable Speed Intermittent Wipers, Daytime Running Lights, Automatic Headlights, AM/FM Stereo, Adjustable Steering Wheel, Trip Computer, A/C, Vinyl Seats, Split Bench Seat, Driver Adjustable Lumbar, Passenger Vanity Mirror, Traction Control, Front Side Air Bag, Driver Air Bag, Passenger Air Bag, Passenger Air Bag On/Off Switch, Front Head Air Bag



- ☐ Miami
☐ Fort Pierce
☒ Homestead

MIAMI 6000 NW 77th Ct - Miami, FL 33166 FT. PIERCE 1850 S. US Hwy 1 - Ft. Pierce, FL 34950 HOMESTEAD 29120 S. Federal Hwy - Homestead, FL 33033

Date	4/06/2018	Salesperson (s)	ANDREW	Stock No.	
Purchaser's Name	CITY OF SURFSIDE			Phone Bus.	(305) 861-4863
Street Address	9293 HARDING AVE			Fax	hgomez@townofsursidefl.gov
City	SURFSIDE	State	FL	ZIP Code	33154
Cell				(786) 778-1728	
License No.				D.O.B.	
				Federal EIN No.	

YEAR	2019	MAKE	FORD	MODEL	F-550	MILES	0
TRUCK VIN #	BODY SERIAL #						
NEW <input checked="" type="checkbox"/>	USED <input type="checkbox"/>	AS IS <input type="checkbox"/>	COLOR	WHITE	ENGINE	V10 GAS HP	TRANS. A/T
BODY TYPE	DUR-A-LIFT DPM2-32DU	LENGTH	84"	GVW	19,500	NUMBER OF AXLES	

DPM2-32DU 2019 FORD F-550	\$116,900.00	USED VEHICLE TRADE IN AND/OR OTHER CREDITS
GAS 4X2		YEAR MAKE MODEL
		VIN #
		GWV MILEAGE
		YEAR MAKE MODEL
		VIN #
		GWV MILEAGE
TOTAL INCLUDING ACCESSORIES	\$116,900.00	PLEASE NOTE PARAGRAPH 4 ON THE REVERSE ASSUMES THAT ALL BILLS OF EVERY NATURE ARE PAID IN FULL ON THE TRADE IN EXCEPT THOSE SPECIFICALLY NOTED HEREON
TRADE AND/OR ALLOWANCE	\$0.00	TRADE-IN VERIFICATION
CASH DIFFERENCE	\$116,900.00	LIEN HOLDER PHONE
ADM. & CUSTOMER SERVICE FEES	\$394.00	ACCT # PAYOFF
BATTERY FEE NEW & USED VEHICLE	\$3.00	GOOD TIL GIVEN BY
FLA. LAW WASTE TIRE FEE - NEW VEHICLE	\$6.00	
SUBTOTAL	\$117,303.00	
SALES TAX	\$0.00	
DISCRETIONARY TAX	\$0.00	
FEDERAL EXCISE TAX		
SUBTOTAL	\$117,303.00	
LICENSE FEE/TRANSFER	\$350.00	
DOCUMENTATION FEE		
MISCELLANEOUS		
TRADE BALANCE OWED		
TOTAL	\$117,653.00	
INITIAL PARTIAL PAYMENT		
ADDITIONAL PARTIAL PAYMENT		
BALANCE DUE / AMOUNT TO FINANCE	\$117,653.00	

Administrative & Customer Services

Consumer laws covering the sale of a motor vehicle require the full disclosure of all charges associated with the purchase. All vehicles retailed by our dealership have a charge which is pre-printed on the retail buyers order. This charge, pertaining to the sale of a new vehicle, is for exterior surface preparation and cleaning, interior detailing of the upholstery, glass and engine. With regard to a used vehicle, the charge is for cleaning and detailing the unit, application of an exterior wax finish, filter and lube, fluid level and leakage check and road testing, as well as assuring compliance with PTC disclosure laws (when applicable).

In addition, some of the following services are provided:

- Securing new titles or arranging to transfer titles
- Securing power of attorney authorization
- Recording of liens
- Completing mileage forms new and used vehicles
- Securing license plates (temporary and permanent)
- Completing registration forms
- Obtaining credit information
- Fuel Surcharge
- Determining trade-in payoff
- Verifying physical damage insurance
- Verifying personal checks and credit information
- Registration for customer related services
- All notary fees

The only warranties applying to this vehicle, body or equipment are those which may be offered by the Manufacturer. The selling Dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any persons to assume for it any liability in connection with the sale of this vehicle and/or any parts or service. Purchaser shall not be entitled to recover from selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

The Purchaser hereby acknowledges that the Seller has made available "Warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

The information you see on this window term of this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. This Order is Not Valid Unless Signed And Accepted By An Authorized Officer or Sales Manager of TruckMax Inc. and any affiliate, subsidiary or D/B/A including TruckMax, TruckMax Isuzu, TruckMax Hino, and TruckOne.

READ CONDITIONS ON REVERSE SIDE.

TRANSFEROR IS RESPONSIBLE FOR MILEAGE RECORDED ON THIS FORM

DO NOT SIGN THIS FORM IF BLANK

I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE AND IT COMPRISES THE ENTIRE AGREEMENT

PURCHASER'S SIGNATURE

ACCEPTED BY:

PARTIAL PAYMENT NON-REFUNDABLE

PRICE INCLUDES ALL FACTORY REBATES AND/OR INCENTIVES

SIGNATURE OF CO-PURCHASER

SALES MANAGER

CERTIFIED OR CASHIERS CHECK / WIRE TRANSFER

ALSO, PLEASE BE SURE TO BRING:

1. TITLE TO YOUR TRADE
2. REGISTRATION IF TRANSFERRING YOUR TAG
3. PROOF OF INSURANCE

December 5, 2017
Our 88th Year**Ship To:**
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154
US**Bill To:**
TOWN OF SURFSIDE
9293 HARDING AVE
SURFSIDE, FL 33154
United StatesAttn:
Phone: 786-778-1728
Email:**Altec Quotation Number:** 405770 - 1
Account Manager: Jenny Carlson
Technical Sales Rep: Mark Floyd Jarrell

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: <ul style="list-style-type: none">A. Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m)B. Working Height: 45.8 feet (13.96 m)C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height)D. Upper boom extension: 110 inchesE. Continuous rotationF. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended).I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not	1	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 2-Man Platform, Fiberglass (Insulated), 24" x 48" x 42", End Mount, 180 Degree Rotation.	1	
4.	No Platform Elevator	1	
5.	Platform Mounted Single Handle Controls	1	
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - soft vinyl, 24 x 48 inches (610 x 1219 mm)	1	
9.	Platform Liner - for two-man fiberglass platform, 24 x 48 x 42 inches (610 x 1219 x 1067 mm), 50 kV rating (minimum)	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	
13.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
14.	Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/P/S)	1	
15.	Lifting Eye - lifting eye at outer end of lower boom. Rated at 1,000lbs (454kg) lifting capacity	1	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
16.	Winch load line swivel hook	1	
17.	Altec Aerial Device Powder Painted White	1	
<u>Unit & Hydraulic Acc.</u>			
18.	Scuff Pad, 24" x 48", With Step (For use with Platform Liner)	1	
19.	Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
20.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks	1	
21.	HVI-22 Hydraulic Oil (Standard).	25	
22.	Standard Pump For PTO	1	
23.	Electric Shifted PTO	1	
24.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	
<u>Body</u>			
25.	Altec LGSS-132-84 (81) Low-Side General Service Body With Step:	1	
A.	Steel Body		
B.	Steel Structural Channel Crossmembers And Smooth Floor With Ladder-Style Understructure		
C.	132" Body Length		
D.	94" Body Width		
E.	40" Body Compartment Height		
F.	20" Body Compartment Depth		
G.	24" From Body Floor To Compartment Tops		
H.	Finish Paint Entire Body Altec White		
I.	Undercoat Applied Under The Body		
J.	5.5" Drop-In Wooden Cargo Retaining Board At Rear Of Body		
K.	5.5" Drop-In Wooden Retaining Board At Top Of Side Access Step		
L.	Stainless Steel Rotary paddle Latches With Locks		
M.	Gas Props On All Vertical Doors		
N.	Chains On All Horizontal Doors		
O.	Standard Master Body Locking System		
P.	Hotstick Shelf Extending Full Length Of Body On Streetside		
R.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel		
S.	1st Vertical (SS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
T.	2nd Vertical (SS) - 24" W - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
U.	1st Horizontal (SS) - 50" W - One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment		
V.	Rear Vertical (SS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
W.	1st Vertical (CS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
X.	2nd Vertical (CS) - 24" W - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage		
Y.	1st Horizontal (CS) - 50" W - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers And One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom Of Compartment		
Z.	Rear Vertical (CS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
AA.	Body Floor Cut-Out For AT41M/P Aerial Device Near Front Of Body		
AB.	Steel Tailshelf, 29" L x 94" W, With Rear Cross Storage And Drop Down Doors		

Body and Chassis Accessories

26.	ICC (Underride Protection) Bumper Installed At Rear	1
27.	T-60 Style Pintle Hitch (10,000 LB MGTW with 2,000 LB MVL)	1
28.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
29.	Install Counterweight As Needed	1
30.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
31.	Platform Rest, Rigid with Rubber Tube	1
32.	Boom Rest for a Telescopic Unit	1
33.	Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle	2
34.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2
35.	Pendulum Retainers For Outrigger Pad Holders	2
36.	Mud Flaps With Altec Logo (Pair)	1
37.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
38.	Slope Indicator Assembly For Machine With Outriggers	1
39.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1
40.	Driveaway Safety Kit	1
41.	Vinyl manual pouch for storage of all operator and parts manuals	1

Electrical Accessories

42.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
43.	Altec Standard Amber LED Strobe Light with Brush Guard -Post mounted at front of body, one each side.	2	
44.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1	
45.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
46.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
47.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
48.	Ford Upfitter Switches (Supplied With Chassis)	1	
49.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
50.	Install secondary stowage system.	1	
51.	Install Remote Start/Stop system in Final Assembly.	1	
52.	Install Outrigger Interlock System	1	
53.	Standard Duty Secondary Stowage Pump	1	
54.	PTO Indicator Light Installed In Cab	1	
<u>Finishing Details</u>			
55.	Powder Coat Unit Altec White	1	
56.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
57.	Apply Non-Skid Coating to all walking surfaces	1	
58.	English Safety And Instructional Decals	1	
59.	Vehicle Height Placard - Installed In Cab	1	
60.	Placard, HVI-22 Hydraulic Oil	1	
61.	Dielectric test unit according to ANSI requirements.	1	
62.	Stability test unit according to ANSI requirements.	1	
63.	Focus Factory Build	1	
64.	Delivery Of Completed Unit	1	
65.	Inbound Freight	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
66.	Installation - AT41M	1	
<u>Chassis</u>			
67.	Chassis	1	
68.	Altec Supplied Chassis	1	
69.	2018 Model Year	1	
70.	Ford F550	1	
71.	4x2	1	
72.	84 Clear CA (Round To Next Whole Number)	1	
73.	Regular Cab	1	
74.	Chassis Cab	1	
75.	Chassis Color - White	1	
76.	Chassis Wheelbase Length - 169	1	
77.	Ford 6.7L Power Stroke Diesel	1	
78.	Ford Torqshift 6-Speed (6R140) Automatic Transmission (w/PTO Provision)	1	
79.	GVWR 19,500 LBS	1	
80.	7,500 LBS Front GAWR	1	
81.	14,706 LBS Rear GAWR	1	
82.	Hydraulic Brakes	1	
83.	Park Brake In Rear Wheels	1	
84.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
85.	63C - Aft Axle Frame Extension	1	
86.	98R - Operator Commanded Regeneration (OCR)	1	
87.	No Idle Engine Shut-Down Required	1	
88.	50-State Emissions	1	
89.	Clean Idle Certification	1	
90.	Ford 40 Gallon Fuel Tank (Rear)	1	
91.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
92.	Battery Under Hood Both Sides	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
93.	AM/FM Radio	1	
94.	Air Conditioning	1	
95.	Block Heater	1	
96.	Vinyl Split Bench Seat	1	

Additional Pricing

97.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
-----	---	---	--

Unit / Body / Chassis Total	125,562.00
FET Total	0.00
Total	125,562.00

Altec Industries, Inc.

BY

Mark Floyd Jarrell

Notes:

1 RECOMMENDED OPTIONS AND ACCESSORIES:

-Remove JIB package: -\$3,566

-Altec 5 Year Parts and Labor warranty (NO TRAVEL) \$2,431

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them

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to be supplied by Altec.

3 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

4 Altec Extended Warranty Option:

Labor/Material/Expense for 1 Year. Price to be quoted

An Altec Extended Warranty is an extension of Altec's Limited Warranty, that protects you from the repair cost associated with defects of materials and workmanship beyond the first year of ownership.

A number of packages are available and can be quoted upon request.

5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

6 F.O.B. - Customer Site

7 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

8 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

9 Interest charge of 1/2% per month to be added for late payment.

10 Delivery: 270-300 days after receipt of order PROVIDING:

- A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
- B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
- C. Customer approval drawings are returned by requested date.
- D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
- E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless

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specifically identified, by the customer, during the quote and or ordering process.

- 11 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but is not limited to tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.
- All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.
- Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.
- 12 This quotation is valid until FEB 07, 2018. After this date, please contact Altec Industries, Inc. for a possible extension.
- 13 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 14 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 15 Please direct all questions to Jenny Carlson at (919) 528-2535

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 FORD F-550 LIFT TRUCK FOR THE PUBLIC WORKS DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$120,000.00 FROM THE FISCAL YEAR 2017/2018 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(7)E OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's Public Works Department is seeking to purchase a lift truck for its operations and in order to provide maintenance and repairs throughout Town in an efficient and safe manner; and

WHEREAS, the Town previously had a lift truck that was over 30 years old, which became inoperable and no longer safe for the Town to utilize for its public works functions, thereby necessitating replacement; and

WHEREAS, the vehicle being sought for purchase is a 2019 Ford F-550 Lift Truck ("Vehicle"), which will be utilized by the Public Works Department to perform maintenance and repairs, and serve the needs of the Town during storm and emergency events, at a cost not to exceed \$120,000.00, with terms and pricing set forth in the Purchase Order attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section 3-13(7)e. of the Town's Code of Ordinances, the purchase of the Vehicle is exempt from competitive bidding or procurement as necessary equipment for the Town's Public Work's Department; and

WHEREAS, The Town's Public Works Department conducted a good faith review of available sources and received three quotes from vendors for purchase of the Vehicle, and has elected to purchase the Vehicle from the vendor identified in the Purchase Order attached hereto as Exhibit "A"; and

WHEREAS, it is in the best interest of the Town to approve and authorize the purchase of the Vehicle and expenditure of funds not to exceed \$120,000.00 from the Fiscal Year 2017/2018 budget.

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

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

Section 2. Authorization to Purchase and Approval to Expend Funds. The purchase of the Vehicle is hereby approved and the Town Manager is authorized to expend an amount not to exceed \$120,000.00 for the purchase of the Vehicle.

Section 3. Procurement Exempt. In accordance with Section 3-13(7)e. of the Town's Code of Ordinances, the purchase of the Vehicle is exempt from competitive procurement or bidding as necessary equipment for the Public Work's Department.

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

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

PASSED AND ADOPTED this 8th day of May, 2018.

Motion by: _____,

Second by: _____.

FINAL VOTE ON ADOPTION

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

MIAMI 6000 NW 77th Ct - Miami, FL 33166		FT. PIERCE 1850 S. US Hwy 1 - Ft. Pierce, FL 34950		HOMESTEAD 29120 S. Federal Hwy - Homestead, FL 33033	
TruckMax <small>Truck solutions for your company</small> <input type="checkbox"/> Miami <input type="checkbox"/> Fort Pierce <input checked="" type="checkbox"/> Homestead		Date 4/06/2018		Salesperson (s) ANDREW	
		Purchaser's Name CITY OF SURFSIDE		Phone Bus. (305) 861-4863	
		Street Address 9293 HARDING AVE		Fax hgomez@townofsursidefl.gov	
		City SURFSIDE State FL ZIP Code 33154		Cell (786) 778-1728	
		License No.		D.O.B.	
YEAR 2019		MAKE FORD		MODEL F-550	
MILES 0		TRUCK VIN #		BODY SERIAL #	
NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> AS IS <input type="checkbox"/>		COLOR WHITE		ENGINE V10 GAS HP	
TRANS. A/T		BODY TYPE DUR-A-LIFT DPM2-32DU		LENGTH 84"	
GWV 19,500		NUMBER OF AXLES			
DPM2-32DU 2019 FORD F-550		\$116,900.00		USED VEHICLE TRADE IN AND/OR OTHER CREDITS	
GAS 4X2				YEAR MAKE MODEL	
				VIN #	
				GWV MILEAGE	
				YEAR MAKE MODEL	
				VIN #	
				GWV MILEAGE	
TOTAL INCLUDING ACCESSORIES		\$116,900.00		PLEASE NOTE PARAGRAPH 4 ON THE REVERSE ASSUMES THAT ALL BILLS OF EVERY NATURE ARE PAID IN FULL ON THE TRADE IN EXCEPT THOSE SPECIFICALLY NOTED HEREON	
TRADE AND/OR ALLOWANCE		\$0.00			
CASH DIFFERENCE		\$116,900.00		TRADE-IN VERIFICATION	
ADM. & CUSTOMER SERVICE FEES		\$394.00		LIEN HOLDER PHONE	
BATTERY FEE NEW & USED VEHICLE		\$3.00		ACCT # PAYOFF	
FLA. LAW WASTE TIRE FEE - NEW VEHICLE		\$6.00		GOOD TIL GIVEN BY	
SUBTOTAL		\$117,303.00		Administrative & Customer Services Consumer laws covering the sale of a motor vehicle require the full disclosure of all charges associated with the purchase. All vehicles retailed by our dealership have a charge which is pre-printed on the retail buyers order. This charge, pertaining to the sale of a new vehicle, is for exterior surface preparation and cleaning, interior detailing of the upholstery, glass and engine. With regard to a used vehicle, the charge is for cleaning and detailing the unit, application of an exterior wax finish, filter and lube, fluid level and leakage check and road testing, as well as assuring compliance with PTC disclosure laws (when applicable). In addition, some of the following services are provided: - Securing new titles or arranging to transfer titles - Securing power of attorney authorization - Recording of liens - Completing mileage forms new and used vehicles - Securing license plates (temporary and permanent) - Completing registration forms - Obtaining credit information - Fuel Surcharge - Determining trade-in payoff - Verifying physical damage insurance - Verifying personal checks and credit information - Registration for customer related services - All notary fees	
SALES TAX		\$0.00			
DISCRETIONARY TAX		\$0.00			
FEDERAL EXCISE TAX					
SUBTOTAL		\$117,303.00			
LICENSE FEE/TRANSFER		\$350.00			
DOCUMENTATION FEE					
MISCELLANEOUS					
TRADE BALANCE OWED					
TOTAL		\$117,653.00			
INITIAL PARTIAL PAYMENT					
ADDITIONAL PARTIAL PAYMENT					
BALANCE DUE / AMOUNT TO FINANCE		\$117,653.00			
<p>The only warranties applying to this vehicle, body or equipment are those which may be offered by the Manufacturer. The selling Dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any persons to assume for it any liability in connection with the sale of this vehicle and/or any parts or service. Purchaser shall not be entitled to recover from selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.</p> <p>The Purchaser hereby acknowledges that the Seller has made available "Warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.</p> <p>The information you see on this window term of this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. This Order is Not Valid Unless Signed And Accepted By An Authorized Officer or Sales Manager of TruckMax Inc. and any affiliate, subsidiary or D/B/A including TruckMax, TruckMax Isuzu, TruckMax Hino, and TruckOne.</p>					
<p>READ CONDITIONS ON REVERSE SIDE.</p> <p>TRANSFEROR IS RESPONSIBLE FOR MILEAGE RECORDED ON THIS FORM</p>					
<p>DO NOT SIGN THIS FORM IF BLANK</p> <p>I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE AND IT COMPRISES THE ENTIRE AGREEMENT</p>					
PURCHASER'S SIGNATURE			SIGNATURE OF CO-PURCHASER		
ACCEPTED BY:			SALES MANAGER		
CERTIFIED OR CASHIERS CHECK / WIRE TRANSFER			ALSO, PLEASE BE SURE TO BRING:		
			1. TITLE TO YOUR TRADE		
			2. REGISTRATION IF TRANSFERRING YOUR TAG		
			3. PROOF OF INSURANCE		



Town of Surfside Commission Communication

Agenda Item # 5B

Agenda Date: May 8, 2018

Subject: Town Hall Municipal Complex Public Private Partnership (P3) Advisory Services

Background: Lambert Advisory, a real estate and economic advisory company, has assisted the Town since 2014 with the evaluation of a number of parking initiatives and proposals including the 2015 Request for Expression of Interest (RFEI) from the private sector on parking solutions.

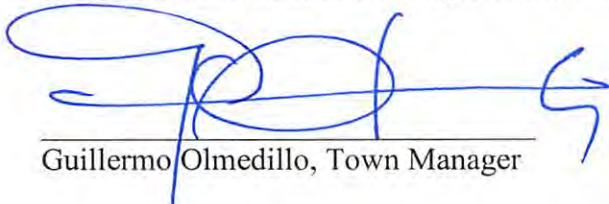
Analysis: Lambert Advisory will assist the Town in its evaluation of the P3 submission for the Town Hall Municipal Complex site. Their commitment is outlined in the attached proposal (Exhibit A).

It is anticipated that the submitter will provide all required documents to Lambert Advisory by the end of June with a report at Special Town Commission Meeting on July 24, 2017 (tentative).

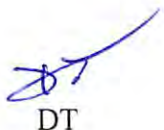
Budget Impact: Not to exceed \$7500. The costs are recoverable expenses from the P3 submitter. The submitter has already provided \$25,000 for such costs.

Staff Impact: Staff will work with Lambert Advisory on the evaluation. The actual impact on staff hours is dependent upon what the submitter provides for evaluation and will be provided to the Town Commission in July (see above). This portion of the P3 process will involve the Executive, Legal, Planning, Building, Finance and Police Departments.

Recommendation: The Administration recommends approval and seeks Town Commission authorization to enter into the agreement with Lambert Advisory as presented.



Guillermo Olmedillo, Town Manager



DT



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

April 9, 2018

Subject: Public/Private Partnership Advisory Services (Town Hall Lot)

Dear Mr. Olmedillo:

Lambert Advisory (Lambert) is pleased to provide a proposal for the continuation of services associated with the evaluation and negotiation of a potential Public/Private Partnership (P3) for a mixed-use parking garage in Surfside, Florida.

Specifically, Lambert will assist the Town in its evaluation of proposal submission(s) for the site referred to as *Town Hall Lot*. The evaluation process will be guided by regulatory, design, development cost, and legal input from the Town (and/or its designated representatives). We envision the primary focus of the evaluation and negotiation services to be:

- ✓ *Proposal Evaluation* – Lambert will assist in the review and evaluation of each proposal submitted to the Town in association with the P3 parking garage at the Town Hall Lot. We will provide input into the information included within each response including, but not limited to: Developer qualification; financial commitment; proposed commercial, residential and/or other non-parking related uses; and, proposed terms of P3 structuring. Note, Lambert will not be conducting an independent market and/or feasibility study for non-parking related uses; however, we will complete a general assessment of market conditions and performance measures (i.e. lease rates, sale prices, occupancy, etc.) based upon in-house market data and/or industry publications (such as Costar), as well as from discussions with select industry representatives. Lambert will prepare an independent financial analysis that corresponds to the Developer concept/program, and for which alternative concepts may be gauged as part of subsequent negotiations (discussed further below). Lastly, our assessment of parking revenue assumptions/estimates proposed

100 Biscayne Boulevard, Suite 2510
Miami, FL 33132
www.lambertadvisory.com

within each submission will be based upon readily available market data, and input provided by the Town.

- ✓ *Coordination with Town and Representatives* – Lambert will attend all meetings requested by the Town including those with the potential P3 Developer(s), and/or other designated representatives related to the evaluation process. Lambert will work with the Town's staff, legal advisor, design and/or other consultants to discuss and clarify (as needed) relevant information and terms of each proposal.
- ✓ *Negotiation Services* – Under the terms of this agreement, Lambert will be prepared to assist in negotiations with the Town's selected Developer, as well as assist in the preparation of a Development Agreement (which is anticipated to be prepared by the Town's attorney or its legal advisor). Specific to discussions with Developer, the Town will assist in facilitating meetings and/or discussions in its capacity as owner of the public property.
- ✓ *Attend Public Meetings* – Lambert will attend all public meetings requested by the Town.
- ✓ *Documentation and Reporting* – We will prepare documentation including letters, memorandums and/or presentations as requested by the Town in conjunction with the financial evaluations and meetings as set forth above.

Fees

Our fees are based upon our standard hourly rates of: \$200 for Eric Liff (Principal), \$250 for Paul Lambert (Managing Principal), and \$135 for professional staff. We propose to complete the work on an hourly basis, with a "not-to-exceed" amount of \$7,500. Invoices will be submitted on the 30th day of each month, and Lambert will include a detailed overview of billing activity.

The fees stated above include any out of pocket or ancillary expenses such as automobile costs, printing costs, long distance telephone, postage and courier, and photocopying. If, at some point during the course of the work, a decision is made to discontinue, our fee will be based upon the actual professional time expended to date.

Other Terms of Agreement

Our studies, reports and analysis are subject to the following restrictions and conditions:

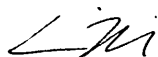
- Lambert Advisory has no obligation to update our findings and conclusions for changes in market conditions which occur subsequent to our work. Any such changes in market conditions may affect the validity of our estimates.
- Documents we prepare are based upon assumptions and estimates which are subject to uncertainty and variation. These estimates are often based on data obtained in interviews with third parties, and such data are not always completely reliable. In addition, we make assumptions as to the future behavior of consumers and the general economy which are highly uncertain. Therefore, while our estimates will be conscientiously prepared on the basis of our experience and the data available to us, we make no warranty of any kind that the occupancy, rates, revenues, or expenses projected will, in fact, be achieved.

Acceptance

We hope this letter correctly addresses your needs. If you have any questions regarding the scope of work or business arrangements, please call me at (305) 503-4096.

We thank you for the opportunity to present this proposal and look forward to working with you on this exciting assignment.

Very truly yours,



Eric Liff

Principal

THE PROPOSAL AND ITS TERMS AND CONDITIONS ARE ACCEPTED IN ITS ENTIRETY.

NAME: _____

COMPANY: _____

TITLE: _____

DATE: _____

RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH
LAMBERT ADVISORY, LLC FOR PUBLIC-PRIVATE
PARTNERSHIP (P3) ADVISORY SERVICES FOR THE
UNSOLICITED PROPOSAL RECEIVED ON THE TOWN
HALL PROPERTY; PROVIDING FOR AUTHORIZATION
AND IMPLEMENTATION OF THE AGREEMENT; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside (“Town”) wishes to engage Lambert Advisory, LLC (“Consultant”) to provide advisory services in connection with the unsolicited public-private partnership (P3) proposal received for the development of a mixed-use parking facility on the Town Hall property, including the specific services set forth in the Consultant’s Proposal attached hereto as Exhibit “A” (“Services”); and

WHEREAS, the Services are exempt from competitive bidding pursuant to Section 3-13(2) of the Town’s Purchasing Code as professional services; and

WHEREAS, reasonable fees for the Services provided by the Consultant are recoverable from the P3 proposer pursuant to Section 255.065, Florida Statutes (Florida’s Public-Private Partnership or P3 Statute); and

WHEREAS, Consultant has agreed to provide the Services pursuant to the Proposal attached hereto as Exhibit “A” and substantially in accordance with the terms and conditions of the Professional Services Agreement attached hereto as Exhibit “B” (the “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 “B.”

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

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

Section 2. Approval and Authorization. The Agreement between the Town and Consultant, substantially in the form attached hereto as Exhibit “B”, is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

Section 3. **Implementation.** The Town Manager is 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 8th day of May, 2018.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

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

EXHIBIT “A”

(Attach Proposal of Consultant dated April 9, 2018)



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

April 9, 2018

Subject: Public/Private Partnership Advisory Services (Town Hall Lot)

Dear Mr. Olmedillo:

Lambert Advisory (Lambert) is pleased to provide a proposal for the continuation of services associated with the evaluation and negotiation of a potential Public/Private Partnership (P3) for a mixed-use parking garage in Surfside, Florida.

Specifically, Lambert will assist the Town in its evaluation of proposal submission(s) for the site referred to as *Town Hall Lot*. The evaluation process will be guided by regulatory, design, development cost, and legal input from the Town (and/or its designated representatives). We envision the primary focus of the evaluation and negotiation services to be:

- ✓ *Proposal Evaluation* – Lambert will assist in the review and evaluation of each proposal submitted to the Town in association with the P3 parking garage at the Town Hall Lot. We will provide input into the information included within each response including, but not limited to: Developer qualification; financial commitment; proposed commercial, residential and/or other non-parking related uses; and, proposed terms of P3 structuring. Note, Lambert will not be conducting an independent market and/or feasibility study for non-parking related uses; however, we will complete a general assessment of market conditions and performance measures (i.e. lease rates, sale prices, occupancy, etc.) based upon in-house market data and/or industry publications (such as Costar), as well as from discussions with select industry representatives. Lambert will prepare an independent financial analysis that corresponds to the Developer concept/program, and for which alternative concepts may be gauged as part of subsequent negotiations (discussed further below). Lastly, our assessment of parking revenue assumptions/estimates proposed

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within each submission will be based upon readily available market data, and input provided by the Town.

- ✓ *Coordination with Town and Representatives* – Lambert will attend all meetings requested by the Town including those with the potential P3 Developer(s), and/or other designated representatives related to the evaluation process. Lambert will work with the Town's staff, legal advisor, design and/or other consultants to discuss and clarify (as needed) relevant information and terms of each proposal.
- ✓ *Negotiation Services* – Under the terms of this agreement, Lambert will be prepared to assist in negotiations with the Town's selected Developer, as well as assist in the preparation of a Development Agreement (which is anticipated to be prepared by the Town's attorney or its legal advisor). Specific to discussions with Developer, the Town will assist in facilitating meetings and/or discussions in its capacity as owner of the public property.
- ✓ *Attend Public Meetings* – Lambert will attend all public meetings requested by the Town.
- ✓ *Documentation and Reporting* – We will prepare documentation including letters, memorandums and/or presentations as requested by the Town in conjunction with the financial evaluations and meetings as set forth above.

Fees

Our fees are based upon our standard hourly rates of: \$200 for Eric Liff (Principal), \$250 for Paul Lambert (Managing Principal), and \$135 for professional staff. We propose to complete the work on an hourly basis, with a "not-to-exceed" amount of \$7,500. Invoices will be submitted on the 30th day of each month, and Lambert will include a detailed overview of billing activity.

The fees stated above include any out of pocket or ancillary expenses such as automobile costs, printing costs, long distance telephone, postage and courier, and photocopying. If, at some point during the course of the work, a decision is made to discontinue, our fee will be based upon the actual professional time expended to date.

Other Terms of Agreement

Our studies, reports and analysis are subject to the following restrictions and conditions:

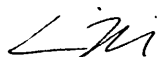
- Lambert Advisory has no obligation to update our findings and conclusions for changes in market conditions which occur subsequent to our work. Any such changes in market conditions may affect the validity of our estimates.
- Documents we prepare are based upon assumptions and estimates which are subject to uncertainty and variation. These estimates are often based on data obtained in interviews with third parties, and such data are not always completely reliable. In addition, we make assumptions as to the future behavior of consumers and the general economy which are highly uncertain. Therefore, while our estimates will be conscientiously prepared on the basis of our experience and the data available to us, we make no warranty of any kind that the occupancy, rates, revenues, or expenses projected will, in fact, be achieved.

Acceptance

We hope this letter correctly addresses your needs. If you have any questions regarding the scope of work or business arrangements, please call me at (305) 503-4096.

We thank you for the opportunity to present this proposal and look forward to working with you on this exciting assignment.

Very truly yours,



Eric Liff

Principal

THE PROPOSAL AND ITS TERMS AND CONDITIONS ARE ACCEPTED IN ITS ENTIRETY.

NAME: _____

COMPANY: _____

TITLE: _____

DATE: _____

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

LAMBERT ADVISORY, LLC

TOWN HALL PROPERTY

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made effective as of the ____ day of ____, 2018 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the “Town”), and **LAMBERT ADVISORY, LLC**, a Florida Limited Liability Company, whose principal address is 100 Biscayne Boulevard, Suite 2510, Miami, Florida 33132 (hereinafter the “Consultant”).

WHEREAS, the Town received an unsolicited proposal for a public-partnership (P3), pursuant to Section 255.065, Florida Statutes, for the development of a mixed-use parking facility on the Town Hall property; and

WHEREAS, the Consultant will provide professional advisory services to assist the Town with the evaluation of the P3 proposal submitted, including financial services, as set forth in the Proposal attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a scope of services and fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

- 1.1 Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter “Services”).
- 1.2 Consultant shall furnish all reports, documents and information to be performed pursuant to this Agreement and during the term of this Agreement (hereinafter “Deliverables”).

- 1.3 Upon the Town's written request, Consultant shall render additional services outside the scope of work set forth in the Proposal as specified or requested by the Town, at the rates agreed upon and described in the Proposal and this Agreement "(Additional Services)".

2. **Term/Commencement Date.**

- 2.1 This Agreement shall be effective upon the Effective Date and shall remain in effect until completion of the Services, but not to exceed two (2) years, unless earlier terminated in accordance with Paragraph 8. The Town Manager may request that this Agreement be extended on a month-to-month basis for up to six (6) additional months, as needed, by providing written notice to Consultant at least 10 days prior to the expiration of the Term and any applicable monthly extension thereafter.
- 2.2 Consultant agrees that time is of the essence and Consultant shall timely perform and complete the Services in compliance with all applicable deadlines and within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

- 3.1 Compensation for Services shall be provided by Consultant in accordance with the hourly rates set forth in the Proposal attached hereto as Exhibit "A", and not to exceed \$7,500.00, unless first approved in writing by the Town Manager. All fees shall be inclusive of routine expenses and travel expenses and costs incurred in performing the Services. Fees for Additional Services approved by the Town will be billed at the approved hourly rates set forth in the Proposal attached hereto as Exhibit "A." Consultant acknowledges and agrees that payment for the Services will be made by the P3 proposer and/or are recoverable expenses payable by the P3 proposer pursuant to Section 255.065, Florida Statutes.
- 3.2 Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

- 4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval shall be in Town Manager's sole and absolute discretion.

5. **Town's Responsibilities**

- 5.1 Town shall make available any staff and/or representatives reasonably requested by Consultant to assist Consultant in the provision of the Services.
- 5.2 Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Consultant's Responsibilities**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it 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.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. **Termination.**

- 8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the Services unless directed otherwise by the Town Manager.
- 8.3 In the event of termination by the Town, the Consultant shall be paid for all Services accepted by the Town Manager up to the date of termination, and prorated for the month, provided that, the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 Consultant 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 and agents naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town, as it deems necessary or prudent.
 - a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - b. 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 Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

- c. Business Automobile Liability with minimum limits of \$500,000 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.
- d. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

9.2 **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 and Worker's Compensation 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 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 Consultant 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.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation 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 Consultant in performance of this Agreement. The Consultant'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 Consultant's insurance. The Consultant'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.

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

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

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 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.

11.2 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.

12. **Indemnification.**

12.1 Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of the Services or any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment

or damages arising from Consultant's performance or non-performance of this Agreement.

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

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this 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: Guillermo Olmedillo
 Town Manager
 Town of Surfside
 9293 Harding Avenue
 Surfside, Florida 33154

With a copy to: Lillian M. Arango, Esq.
 Town Attorney
 Weiss Serota Helfman Cole & Bierman, P.A.
 2525 Ponce de Leon Blvd., Suite 700
 Coral Gables, FL 33134

For the Consultant: Lambert Advisory, LLC
 c/o Eric Liff, Principal/Manager
 100 Biscayne Boulevard, Suite 2510
 Miami, Florida 33132

14. **Governing Law and Venue.**

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

15. **Entire Agreement/Modification/Amendment; Representations and Warranties of Consultant.**

15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
- 15.4 Consultant, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder. Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

16. **Ownership and Access to Records and Audits.**

- 16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, analyses, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant 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).
- 16.2 Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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.
- 16.3 Upon request from the Town’s custodian of public records, Consultant 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.

- 16.4 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.
- 16.5 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 Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant 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 Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: Sandra Novoa, MMC
Mailing address: 9293 Harding Avenue
Surfside, Florida 33154
Telephone number: (305) 861-1302 Ext. 226
Email: snovoa@townofsurfsidefl.gov

17. **Non-Assignability; Key Personnel; Staffing.**

- 17.1 This Agreement shall not be assigned or transferred by Consultant unless such assignment is first approved in writing by the Town Manager, in his sole and absolute discretion. The Town is relying upon the apparent qualifications and expertise of the Consultant, and, specifically, Eric Liff and Paul Lambert, and the firm's and principal's familiarity with the Town's finances, circumstances and needs. Eric Liff and Paul Lambert shall be the key and primary professionals assigned to perform the Services, and no changes to such shall occur without the proper written approval of the Town Manager.
- 17.2 Consultant agrees to provide the personnel and staff necessary to perform each of the Services set forth in Section 1 above. Specifically, and at a minimum, the level of staffing at the commencement of this Agreement shall be as set forth on "Exhibit A" to this Agreement. Adjustments thereto shall be made based upon the needs and demands of the Town, as approved by the Town Manager.
- 17.3 All employees and personnel of Consultant assigned to provide the Services and Deliverables to the Town pursuant to this Agreement shall be subject to the prior approval of the Town, and will not be deemed Town employees. All work and Services provided by employees and personnel of the Consultant shall be authorized and coordinated through the Town Manager.
- 17.4 If at any time during the term of this Agreement, the Town becomes dissatisfied with the performance of any of Consultant's employees or personnel assigned to perform Services under this Agreement, the Town Manager may request that Consultant remove the employee or personnel immediately upon notification by the Town. Consultant agrees to act in good faith and to use its best efforts to replace same with personnel acceptable to the Town and resolve any problems experienced by the Town.
- 17.5 Consultant shall not hire or use any subcontractors or sub-consultants to perform the Services pursuant to this Agreement without the prior written approval of the Town Manager, in its sole and absolute discretion.

18. **Severability.**

- 18.1 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.

19. **Independent Contractor.**

19.1 The Consultant and its employees and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties. Unless expressly provided for otherwise in this Agreement or authorized by the Town Manager. Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Town or in any manner assume or create, or attempt to assume or create, any obligations on behalf or in the name of Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to Services rendered under this Agreement shall be the sole responsibility of Consultant.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either 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.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any

fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit**

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

CONSULTANT:

LAMBERT ADVISORY, LLC, a Florida
Limited Liability Company

By: _____

Name: Eric Liff

Title: Principal/Manager

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

**TOWN OF SURFSIDE, a
Florida Municipal Corporation**

By: _____
Guillermo Olmedillo, Town Manager

Date Executed: _____

Attest:

Sandra Novoa, MMC, Town Clerk

Approved as to Form and Legal Sufficiency:

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



Town of Surfside Commission Communication

Agenda Item # 5C

Agenda Date: May 8, 2018

Subject: Abbott Parking Lot Public Private Partnership (P3) Advisory Services

Background: Lambert Advisory, a real estate and economic advisory company, has assisted the Town since 2014 with the evaluation of a number of parking initiatives and proposals including the 2015 Request for Expression of Interest (RFEI) from the private sector on parking solutions.

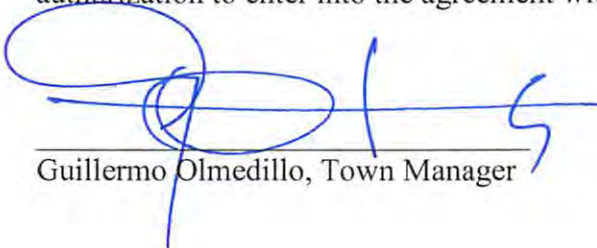
Analysis: Lambert Advisory will assist the Town in its evaluation of the P3 submission for the Abbott Parking Lot site. Their commitment is outlined in the attached proposal (Exhibit A).

It is anticipated that the submitter will provide all required documents to Lambert Advisory by the end of June with a report at Special Town Commission Meeting on July 24, 2017 (tentative).

Budget Impact: Not to exceed \$7500. The costs are recoverable expenses from the P3 submitter. The submitter has already provided \$25,000 for such costs.

Staff Impact: Staff will work with Lambert Advisory on the evaluation. The actual impact on staff hours is dependent upon what the submitter provides for evaluation and will be provided to the Town Commission in July (see above). This portion of the P3 process will involve the Executive, Legal, Planning, Building, Finance and Police Departments.

Recommendation: The Administration recommends approval and seeks Town Commission authorization to enter into the agreement with Lambert Advisory as presented.



Guillermo Olmedillo, Town Manager



DT



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

April 9, 2018

Subject: Public/Private Partnership Advisory Services (Abbott Lot)

Dear Mr. Olmedillo:

Lambert Advisory (Lambert) is pleased to provide a proposal for the continuation of services associated with the evaluation and negotiation of a potential Public/Private Partnership (P3) for a mixed-use parking garage in Surfside, Florida.

Specifically, Lambert will assist the Town in its evaluation of proposal submission(s) for the site referred to as *Abbott Lot*. The evaluation process will be guided by regulatory, design, development cost, and legal input from the Town (and/or its designated representatives). We envision the primary focus of the evaluation and negotiation services to be:

- ✓ *Proposal Evaluation* – Lambert will assist in the review and evaluation of each proposal submitted to the Town in association with the P3 parking garage at the Abbott Lot. We will provide input into the information included within each response including, but not limited to: Developer qualification; financial commitment; proposed commercial, residential and/or other non-parking related uses; and, proposed terms of P3 structuring. Note, Lambert will not be conducting an independent market and/or feasibility study for non-parking related uses; however, we will complete a general assessment of market conditions and performance measures (i.e. lease rates, sale prices, occupancy, etc.) based upon in-house market data and/or industry publications (such as Costar), as well as from discussions with select industry representatives. Lambert will prepare an independent financial analysis that corresponds to the Developer concept/program, and for which alternative concepts may be gauged as part of subsequent negotiations (discussed further below). Lastly, our assessment of parking revenue assumptions/estimates proposed

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Miami, FL 33132
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- ✓ *Documentation and Reporting* – We will prepare documentation including letters, memorandums and/or presentations as requested by the Town in conjunction with the financial evaluations and meetings as set forth above.

Fees

Our fees are based upon our standard hourly rates of: \$200 for Eric Liff (Principal), \$250 for Paul Lambert (Managing Principal), and \$135 for professional staff. We propose to complete the work on an hourly basis, with a "not-to-exceed" amount of \$7,500. Invoices will be submitted on the 30th day of each month, and Lambert will include a detailed overview of billing activity.

The fees stated above include any out of pocket or ancillary expenses such as automobile costs, printing costs, long distance telephone, postage and courier, and photocopying. If, at some point during the course of the work, a decision is made to discontinue, our fee will be based upon the actual professional time expended to date.

Other Terms of Agreement

Our studies, reports and analysis are subject to the following restrictions and conditions:

- Lambert Advisory has no obligation to update our findings and conclusions for changes in market conditions which occur subsequent to our work. Any such changes in market conditions may affect the validity of our estimates.
- Documents we prepare are based upon assumptions and estimates which are subject to uncertainty and variation. These estimates are often based on data obtained in interviews with third parties, and such data are not always completely reliable. In addition, we make assumptions as to the future behavior of consumers and the general economy which are highly uncertain. Therefore, while our estimates will be conscientiously prepared on the basis of our experience and the data available to us, we make no warranty of any kind that the occupancy, rates, revenues, or expenses projected will, in fact, be achieved.

Acceptance

We hope this letter correctly addresses your needs. If you have any questions regarding the scope of work or business arrangements, please call me at (305) 503-4096.

We thank you for the opportunity to present this proposal and look forward to working with you on this exciting assignment.

Very truly yours,



Eric Liff

Principal

THE PROPOSAL AND ITS TERMS AND CONDITIONS ARE ACCEPTED IN ITS ENTIRETY.

NAME: _____

COMPANY: _____

TITLE: _____

DATE: _____

RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH
LAMBERT ADVISORY, LLC FOR PUBLIC-PRIVATE
PARTNERSHIP (P3) ADVISORY SERVICES FOR THE
UNSOLICITED PROPOSAL RECEIVED ON THE ABBOTT
LOT; PROVIDING FOR AUTHORIZATION AND
IMPLEMENTATION OF THE AGREEMENT; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside (“Town”) wishes to engage Lambert Advisory, LLC (“Consultant”) to provide advisory services in connection with the unsolicited public-private partnership (P3) proposal received for the development of a mixed-use parking facility on the Town’s Abbott Lot, including the specific services set forth in the Consultant’s Proposal attached hereto as Exhibit “A” (“Services”); and

WHEREAS, the Services are exempt from competitive bidding pursuant to Section 3-13(2) of the Town’s Purchasing Code as professional services; and

WHEREAS, reasonable fees for the Services provided by the Consultant are recoverable from the P3 proposer pursuant to Section 255.065, Florida Statutes (Florida’s Public-Private Partnership or P3 Statute); and

WHEREAS, Consultant has agreed to provide the Services pursuant to the Proposal attached hereto as Exhibit “A” and substantially in accordance with the terms and conditions of the Professional Services Agreement attached hereto as Exhibit “B” (the “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 “B.”

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

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

Section 2. Approval and Authorization. The Agreement between the Town and Consultant, substantially in the form attached hereto as Exhibit “B”, is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

Section 3. **Implementation.** The Town Manager is 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 8th day of May, 2018.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

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

EXHIBIT “A”

(Attach Proposal of Consultant dated April 9, 2018)



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

April 9, 2018

Subject: Public/Private Partnership Advisory Services (Abbott Lot)

Dear Mr. Olmedillo:

Lambert Advisory (Lambert) is pleased to provide a proposal for the continuation of services associated with the evaluation and negotiation of a potential Public/Private Partnership (P3) for a mixed-use parking garage in Surfside, Florida.

Specifically, Lambert will assist the Town in its evaluation of proposal submission(s) for the site referred to as *Abbott Lot*. The evaluation process will be guided by regulatory, design, development cost, and legal input from the Town (and/or its designated representatives). We envision the primary focus of the evaluation and negotiation services to be:

- ✓ *Proposal Evaluation* – Lambert will assist in the review and evaluation of each proposal submitted to the Town in association with the P3 parking garage at the Abbott Lot. We will provide input into the information included within each response including, but not limited to: Developer qualification; financial commitment; proposed commercial, residential and/or other non-parking related uses; and, proposed terms of P3 structuring. Note, Lambert will not be conducting an independent market and/or feasibility study for non-parking related uses; however, we will complete a general assessment of market conditions and performance measures (i.e. lease rates, sale prices, occupancy, etc.) based upon in-house market data and/or industry publications (such as Costar), as well as from discussions with select industry representatives. Lambert will prepare an independent financial analysis that corresponds to the Developer concept/program, and for which alternative concepts may be gauged as part of subsequent negotiations (discussed further below). Lastly, our assessment of parking revenue assumptions/estimates proposed

100 Biscayne Boulevard, Suite 2510
Miami, FL 33132
www.lambertadvisory.com

within each submission will be based upon readily available market data, and input provided by the Town.

- ✓ *Coordination with Town and Representatives* – Lambert will attend all meetings requested by the Town including those with the potential P3 Developer(s), and/or other designated representatives related to the evaluation process. Lambert will work with the Town's staff, legal advisor, design and/or other consultants to discuss and clarify (as needed) relevant information and terms of each proposal.
- ✓ *Negotiation Services* – Under the terms of this agreement, Lambert will be prepared to assist in negotiations with the Town's selected Developer, as well as assist in the preparation of a Development Agreement (which is anticipated to be prepared by the Town's attorney or its legal advisor). Specific to discussions with Developer, the Town will assist in facilitating meetings and/or discussions in its capacity as owner of the public property.
- ✓ *Attend Public Meetings* – Lambert will attend all public meetings requested by the Town.
- ✓ *Documentation and Reporting* – We will prepare documentation including letters, memorandums and/or presentations as requested by the Town in conjunction with the financial evaluations and meetings as set forth above.

Fees

Our fees are based upon our standard hourly rates of: \$200 for Eric Liff (Principal), \$250 for Paul Lambert (Managing Principal), and \$135 for professional staff. We propose to complete the work on an hourly basis, with a "not-to-exceed" amount of \$7,500. Invoices will be submitted on the 30th day of each month, and Lambert will include a detailed overview of billing activity.

The fees stated above include any out of pocket or ancillary expenses such as automobile costs, printing costs, long distance telephone, postage and courier, and photocopying. If, at some point during the course of the work, a decision is made to discontinue, our fee will be based upon the actual professional time expended to date.

Other Terms of Agreement

Our studies, reports and analysis are subject to the following restrictions and conditions:

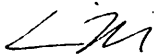
- Lambert Advisory has no obligation to update our findings and conclusions for changes in market conditions which occur subsequent to our work. Any such changes in market conditions may affect the validity of our estimates.
- Documents we prepare are based upon assumptions and estimates which are subject to uncertainty and variation. These estimates are often based on data obtained in interviews with third parties, and such data are not always completely reliable. In addition, we make assumptions as to the future behavior of consumers and the general economy which are highly uncertain. Therefore, while our estimates will be conscientiously prepared on the basis of our experience and the data available to us, we make no warranty of any kind that the occupancy, rates, revenues, or expenses projected will, in fact, be achieved.

Acceptance

We hope this letter correctly addresses your needs. If you have any questions regarding the scope of work or business arrangements, please call me at (305) 503-4096.

We thank you for the opportunity to present this proposal and look forward to working with you on this exciting assignment.

Very truly yours,



Eric Liff

Principal

THE PROPOSAL AND ITS TERMS AND CONDITIONS ARE ACCEPTED IN ITS ENTIRETY.

NAME: _____

COMPANY: _____

TITLE: _____

DATE: _____

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

LAMBERT ADVISORY, LLC

ABBOTT LOT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the ____ day of ____, 2018 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the "Town"), and **LAMBERT ADVISORY, LLC**, a Florida Limited Liability Company, whose principal address is 100 Biscayne Boulevard, Suite 2510, Miami, Florida 33132 (hereinafter the "Consultant").

WHEREAS, the Town received an unsolicited proposal for a public-partnership (P3), pursuant to Section 255.065, Florida Statutes, for the development of a mixed-use parking facility on the Town's Abbott Lot property; and

WHEREAS, the Consultant will provide professional advisory services to assist the Town with the evaluation of the P3 proposal submitted, including financial services, as set forth in the Proposal attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a scope of services and fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. **Scope of Services.**

- 1.1 Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter "Services").
- 1.2 Consultant shall furnish all reports, documents and information to be performed pursuant to this Agreement and during the term of this Agreement (hereinafter "Deliverables").

- 1.3 Upon the Town's written request, Consultant shall render additional services outside the scope of work set forth in the Proposal as specified or requested by the Town, at the rates agreed upon and described in the Proposal and this Agreement "(Additional Services)".

2. **Term/Commencement Date.**

- 2.1 This Agreement shall be effective upon the Effective Date and shall remain in effect until completion of the Services, but not to exceed two (2) years, unless earlier terminated in accordance with Paragraph 8. The Town Manager may request that this Agreement be extended on a month-to-month basis for up to six (6) additional months, as needed, by providing written notice to Consultant at least 10 days prior to the expiration of the Term and any applicable monthly extension thereafter.
- 2.2 Consultant agrees that time is of the essence and Consultant shall timely perform and complete the Services in compliance with all applicable deadlines and within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

- 3.1 Compensation for Services shall be provided by Consultant in accordance with the hourly rates set forth in the Proposal attached hereto as Exhibit "A", and not to exceed \$7,500.00, unless first approved in writing by the Town Manager. All fees shall be inclusive of routine expenses and travel expenses and costs incurred in performing the Services. Fees for Additional Services approved by the Town will be billed at the approved hourly rates set forth in the Proposal attached hereto as Exhibit "A." Consultant acknowledges and agrees that payment for the Services will be made by the P3 proposer and/or are recoverable expenses payable by the P3 proposer pursuant to Section 255.065, Florida Statutes.
- 3.2 Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

- 4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval shall be in Town Manager's sole and absolute discretion.

5. **Town's Responsibilities**

- 5.1 Town shall make available any staff and/or representatives reasonably requested by Consultant to assist Consultant in the provision of the Services.
- 5.2 Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Consultant's Responsibilities**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it 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.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. **Termination.**

- 8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the Services unless directed otherwise by the Town Manager.
- 8.3 In the event of termination by the Town, the Consultant shall be paid for all Services accepted by the Town Manager up to the date of termination, and prorated for the month, provided that, the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 Consultant 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 and agents naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town, as it deems necessary or prudent.
 - a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - b. 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 Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

- c. Business Automobile Liability with minimum limits of \$500,000 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.
- d. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

9.2 **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 and Worker's Compensation 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 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 Consultant 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.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation 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 Consultant in performance of this Agreement. The Consultant'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 Consultant's insurance. The Consultant'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.

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

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

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 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.

11.2 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.

12. **Indemnification.**

12.1 Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of the Services or any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment

or damages arising from Consultant's performance or non-performance of this Agreement.

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

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this 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: Guillermo Olmedillo
 Town Manager
 Town of Surfside
 9293 Harding Avenue
 Surfside, Florida 33154

With a copy to: Lillian M. Arango, Esq.
 Town Attorney
 Weiss Serota Helfman Cole & Bierman, P.A.
 2525 Ponce de Leon Blvd., Suite 700
 Coral Gables, FL 33134

For the Consultant: Lambert Advisory, LLC
 c/o Eric Liff, Principal/Manager
 100 Biscayne Boulevard, Suite 2510
 Miami, Florida 33132

14. **Governing Law and Venue.**

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

15. **Entire Agreement/Modification/Amendment; Representations and Warranties of Consultant.**

15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
- 15.4 Consultant, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder. Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

16. **Ownership and Access to Records and Audits.**

- 16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, analyses, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant 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).
- 16.2 Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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.
- 16.3 Upon request from the Town’s custodian of public records, Consultant 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.

- 16.4 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.
- 16.5 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 Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant 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 Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: Sandra Novoa, MMC
Mailing address: 9293 Harding Avenue
Surfside, Florida 33154
Telephone number: (305) 861-1302 Ext. 226
Email: snovoa@townofsurfsidefl.gov

17. **Non-Assignability; Key Personnel; Staffing.**

- 17.1 This Agreement shall not be assigned or transferred by Consultant unless such assignment is first approved in writing by the Town Manager, in his sole and absolute discretion. The Town is relying upon the apparent qualifications and expertise of the Consultant, and, specifically, Eric Liff and Paul Lambert, and the firm's and principal's familiarity with the Town's finances, circumstances and needs. Eric Liff and Paul Lambert shall be the key and primary professionals assigned to perform the Services, and no changes to such shall occur without the proper written approval of the Town Manager.
- 17.2 Consultant agrees to provide the personnel and staff necessary to perform each of the Services set forth in Section 1 above. Specifically, and at a minimum, the level of staffing at the commencement of this Agreement shall be as set forth on "Exhibit A" to this Agreement. Adjustments thereto shall be made based upon the needs and demands of the Town, as approved by the Town Manager.
- 17.3 All employees and personnel of Consultant assigned to provide the Services and Deliverables to the Town pursuant to this Agreement shall be subject to the prior approval of the Town, and will not be deemed Town employees. All work and Services provided by employees and personnel of the Consultant shall be authorized and coordinated through the Town Manager.
- 17.4 If at any time during the term of this Agreement, the Town becomes dissatisfied with the performance of any of Consultant's employees or personnel assigned to perform Services under this Agreement, the Town Manager may request that Consultant remove the employee or personnel immediately upon notification by the Town. Consultant agrees to act in good faith and to use its best efforts to replace same with personnel acceptable to the Town and resolve any problems experienced by the Town.
- 17.5 Consultant shall not hire or use any subcontractors or sub-consultants to perform the Services pursuant to this Agreement without the prior written approval of the Town Manager, in its sole and absolute discretion.

18. **Severability.**

- 18.1 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.

19. **Independent Contractor.**

19.1 The Consultant and its employees and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties. Unless expressly provided for otherwise in this Agreement or authorized by the Town Manager. Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Town or in any manner assume or create, or attempt to assume or create, any obligations on behalf or in the name of Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to Services rendered under this Agreement shall be the sole responsibility of Consultant.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either 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.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any

fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit**

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

CONSULTANT:

LAMBERT ADVISORY, LLC, a Florida
Limited Liability Company

By: _____

Name: Eric Liff

Title: Principal/Manager

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

**TOWN OF SURFSIDE, a
Florida Municipal Corporation**

By: _____
Guillermo Olmedillo, Town Manager

Date Executed: _____

Attest:

Sandra Novoa, MMC, Town Clerk

Approved as to Form and Legal Sufficiency:

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



Town of Surfside Commission Communication

Agenda Item # 5D

Agenda Date: May 8, 2018

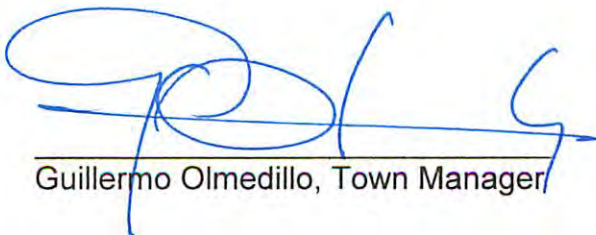
Subject: Employment Agreement for Chief of Police

Background: Police Chief David Allen will retire on June 30, 2018. A succession plan has been in place to turn over command to a replacement and at the same time ensure that the police department is operating at an equivalent high level. I will appoint Captain Julio Yero as the new chief of police on July 1, 2018. His employment agreement is comparable to Chief Allen's contract and of neighboring police chiefs. The labor attorney and Human Relations Director have also reviewed the employment agreement.

Budget Impact: There is no budget impact as it will replace Chief Allen's contract.

Staff Impact: N/A

Recommendation: I recommend that the Town Commission to approve the new employment agreement for Julio Yero. This agreement would be in effect from July 1, 2018 and will continue for three years.



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING AN
EMPLOYMENT AGREEMENT FOR CHIEF OF POLICE
WITH JULIO I. YERO; PROVIDING FOR
AUTHORIZATION AND IMPLEMENTATION OF THE
EMPLOYMENT AGREEMENT; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town's current Chief of Police is retiring effective June 30, 2018, and the Town wishes to continue to employ Julio I. Yero as the new Chief of Police effective July 1, 2018; and

WHEREAS, the terms and of employment are set forth in the Employment Agreement for Chief of Police attached hereto as Exhibit "A" ("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 "A."

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

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

Section 2. **Approval of Agreement and Authorization.** The Agreement between the Town and Julio I. Yero, 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-material changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

Section 3. **Implementation.** The Town Manager is 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 8th day of May, 2018.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

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

EMPLOYMENT AGREEMENT CHIEF OF POLICE

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this July 1, 2018 between the Town of Surfside (the "Town") and Julio I. Yero (the "Employee"), pursuant to the following terms and conditions:

BACKGROUND

The Town desires to continue to employ the Employee as Chief of Police and the Employee wishes to continue employment as the Chief of Police under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Employee agree to the following:

SECTION 1. DUTIES

Town agrees to employ the Employee as Chief of Police, to perform the duties and exercise the powers as prescribed by state law, the Town Charter and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Manager (the "Manager") from time to time.

SECTION 2. TERM

2.1 This Agreement shall have a term of three (3) years, commencing on July 1, 2018 and ending on June 30, 2021 (the "Term"), unless earlier terminated as provided in this agreement.

2.2 At his option and with the consent of the Employee, the Manager may extend the Initial Term for an additional two (2) years (the "Extended Term"). Collectively, the Initial Term and Extended Term are the "Agreement Term".

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.

SECTION 3. TERMINATION BY TOWN AND SEVERANCE PAY

3.1 In the event the Employee is terminated by the Manager during the Term and during such time that the Employee is willing and able to perform his duties under this Agreement, the Town agrees to pay the Employee a lump sum cash payment equal to twenty (20) weeks aggregate salary plus health, dental and vision insurance described

in Section 10.2 herein below (the "Severance Pay"). If less than 20 weeks remains under the Term, the Severance Pay will be paid for the remainder of the Term. The Employee shall also receive payment for any and all accrued vacation, sick leave, and personal days due to the Employee as of the date of termination. Severance pay shall be paid within twenty (20) days of termination.

3.2 In the event the Employee is terminated for misconduct as that term is defined by Section 443.036(29), Florida Statutes, the Town shall have no obligation to pay the Severance Pay designated in subsection 3.1 above. If the Employee is terminated pursuant to this subsection, then the Town shall pay to the Employee only accrued vacation, sick leave and personal days due to the Employee as of the date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to the Employee pursuant to this Agreement.

SECTION 4. TERMINATION BY EMPLOYEE

In the event that the Employee voluntarily resigns his position during the Term of this Agreement, the Employee shall give the Manager at least sixty (60) days written notice prior to the effective date of such resignation. If the Employee resigns, he shall not be entitled to receive Severance Pay; however, the Employee shall be entitled to accrued vacation, sick leave and personal days time as of the date of resignation as well as health insurance benefits thru the last month of employment provide the Employee provides the Manager with at least sixty (60) days notice of his resignation.

SECTION 5. COMPENSATION

5.1 The initial salary of the Employee during the Term shall be One Hundred Forty Thousand Dollars and No Cents (\$140,000.00) salary, which shall be payable in installments at the same time as other general employees of the Town are paid.

5.2 The Employee shall be entitled to receive a three percent (3 %) increase upon completion of the first year of employment under this Agreement. Thereafter, Employee shall receive the same merit increases as are granted to other non-bargaining unit Town employees yearly on October one (1).

5.3 In addition to salary increases granted pursuant to subsection 5.2, the Manager may evaluate the performance of the Employee, pursuant to Section 6 of the Agreement, to determine if any adjustment in annual salary and/or benefits is appropriate. Any additional adjustment in said annual salary and/or benefits shall be based upon the result of the performance evaluation and at the sole discretion of the Manager.

SECTION 6. PERFORMANCE EVALUATION

6.1 The Manager may review and evaluate the performance of the Employee

annually on or about the anniversary date of the Employee. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Manager and Employee. Said criteria may be added to or deleted from as the Manager may from time to time determine, in consultation with the Employee.

6.2 Prior to the beginning of each fiscal year, the Manager and the Employee may define such goals and performance objectives which they determine necessary for the proper operation of the Police Department and in attainment of the Town's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 7. HOURS OF WORK

The Employee agrees to remain in the exclusive employ of the Town and shall not accept any other employment during the term of this Agreement without prior approval of the Manager. The Employee further agrees to devote that amount of time and energy which is reasonably necessary for the Employee to faithfully perform his duties under this Agreement.

SECTION 8. AUTOMOBILE AND EQUIPMENT

In lieu of mileage reimbursement or a vehicle allowance, the Town shall provide to the Employee a motor vehicle (the "Vehicle"), which is owned or leased by the Town, to be utilized by the Employee in performing services for the Town as Chief of Police. Employee may utilize the Vehicle for the purpose of:

- a. Providing services to the Town pursuant to the Agreement, including official travel for the Town; and
- b. personal use within the State of Florida.

Town shall include the Vehicle on the schedule of vehicles for which the Town maintains automobile casualty and liability insurance coverage. Town shall provide maintenance and fuel for the Vehicle upon the same basis that it provides maintenance and fuel for other vehicles within its fleet. The Employee shall provide fuel for the Vehicle for any personal travel of the Employee which is outside of Palm Beach, Broward or Miami-Dade Counties. The Employee shall be responsible for any employee payroll taxes imposed upon this Vehicle use benefit in accordance with applicable law.

The Town shall also provide the Employee with equipment which includes but is not limited to a cellular phone or equivalent technology with unrestricted use, firearm, ammunition, vest, uniforms, badges, and other appropriate paraphernalia. The Employee will also be entitled to the same cleaning reimbursement as plainclothes police officers.

SECTION 9. RETIREMENT/DEFERRED COMPENSATION

In accordance with the Town of Surfside Police Pension Plan, the Employee will continue to participate and retain the same annual pension benefits percentage as applicable to police officers of the Town.

SECTION 10. INSURANCE

10.1 The Town shall provide the Employee with disability and life insurance, and annual Life Scan fitness examination or the equivalent in the same manner as provided to police officers of the Town.

10.2 The Town shall pay the employee \$498.15 per month in lieu of providing health, vision and dental insurance. If the amount of the employee's health, vision and dental insurance increase during the period of this agreement, the Town shall pay the employee the cost of the increases.

SECTION 11. VACATION, SICK LEAVE AND HOLIDAYS

The Employee shall be entitled to sick leave and holidays at the same rate and in the same manner as other general employees of the Town. The Employee shall be entitled to accrue twenty (20) business days of vacation leave annually and may carry such leave forward to the next year with permission of the Manager and in accordance with Town's policy or receive payment in lieu. The Employee shall have an additional five (5) business days vacation upon approval of this agreement.

SECTION 12. PROFESSIONAL DEVELOPMENT

12.1 Subject to the Town policy and state law, the Town agrees to pay the reasonable professional dues and subscriptions of the Employee necessary for his continuation and participation as a member in national, regional, state and local law enforcement professional associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Town. The Employee shall not hold office in any law enforcement local, state, regional or national professional association or organization without prior approval of the Manager.

12.2 Subject to the Town policy and state law, the Town agrees to pay the travel and subsistence expenses of the Employee for travel to either one national or one state law enforcement professional association annual conference per year. The Town Manager may consider additional conferences that the Employee feels are necessary.

SECTION 13. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

Town	Guillermo Olmedillo, Town Manager Town of Surfside 9293 Harding Avenue Surfside, Florida 33154
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Employee	Julio I. Yero, Chief of Police 9293 Harding Avenue Surfside, Florida 33154
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Town Attorney	Lilian Arango, Town Attorney 9293 Harding Avenue Surfside, Fl 33154
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SECTION 14. OTHER TERMS AND CONDITIONS

14.1 If any provision, or any portion thereof, contained in the Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall not be affected and shall remain in full force and effect.

14.2 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

14.3 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

14.4 The Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

14.5 The Agreement shall be governed by Florida law and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida.

14.6 The Agreement supersedes and replaces the prior Employment Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed and executed, in duplicate, on _____, 2018.

Guillermo Olmedillo, Town Manager

Julio I. Yero, Chief of Police

Attest:

Sandra Novoa, Town Clerk, MMC

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

Lilian Arango, Town Attorney



Town of Surfside Commission Communication

Agenda Item # 9C

Agenda Date: May 8, 2018

Subject: Downtown Business District Parking Requirement Waiver

Background: In an effort to continue the engagement with the downtown property owners and business operators, four meetings were convened recently.

On January 31st a Business Enhancement workshop was held for the business operators. At this meeting the Tourism Director updated the businesses on the FY2017/2018 tourism marketing plan, including efforts through Pinzur Communications, and there were presentations from local social media experts. A second workshop was held on April 30th with a similar focus.

The Town will continue its efforts to engage the business operators in a similar format on a quarterly basis. However, these workshops will only continue as long as they play an active role. It is important to note that we use a number of other methods of communication and outreach to the business community that will continue regardless of the decision on the workshops.

Of particular focus for this Commission Communication is a meeting that was held with representatives of the downtown property owners on February 27th, to solicit input from them on what cooperatively could be done to improve the downtown district and to address the high number of vacancies. Presently there are thirteen (13) vacant properties representing approximately twelve percent (12%) of total street level inventory. A subsequent meeting was held on April 25th with a smaller group to discuss a plan to maintain the communication momentum and identify key objectives to be addressed at a later date.

Analysis: At the February 27th meeting with the downtown property owners, the most pressing issue that they wanted to address was parking. The Town Manager updated the meeting attendees on the two public private partnerships for parking facilities presently in review. However, the most important statement made by the attendees was the difficulty they have filling their vacancies due to the parking requirements for certain businesses (per Town Code) and that the cost to the Parking Fund is prohibitive for many potential businesses especially “mom & pops”.

An estimated analysis provided by Lambert Advisory, a real estate and economic advisory company that has assisted the Town since 2014 with various parking initiatives, has determined that the parking requirement can be onerous to small businesses. The existing requirement of \$38,000 per space can

result in up to thirty percent (30%) additional expense to the business' occupancy cost dependent on property size and use. Therefore, a parking waiver may be warranted to encourage near term investment into the Town's retail / restaurant market.

In an effort to address this stated restrictive deterrence to filling the vacant store fronts, and reinvigorate the economic development of downtown, the Administration is proposing a waiver of the parking requirement (by ordinance) with certain restrictions:

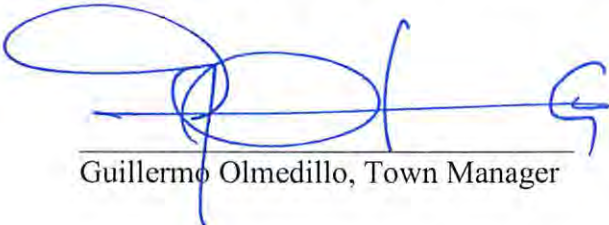
- The waiver would sunset after two years unless extended by the Town Commission
- The waiver would only apply to new businesses locating in existing vacant store fronts at the time of the ordinance adoption. An inventory of the existing vacancies will be conducted
- Businesses would be defined as retail or restaurant only for waiver eligibility

Budget Impact: There is potential loss of Parking Fund revenue (see above); however, this can only be determined if the waiver achieves its projected effect of filling the downtown vacancies and by the type of new businesses that open. This may not in effect be a valid "loss" as these businesses are not presently locating to Surfside.

New tenants, especially restaurants, can have a positive effect on Resort Tax Revenue. This could counteract any loss of payments to the Parking Fund. Filling vacancies can enhance the downtown experience and improve the desirability and marketability of the area. This will potentially result in increased patronage, and therefore increased Resort Tax, to all food and beverage establishments.

Staff Impact: The Executive, Town Attorney and Planning operations will work on bringing back an ordinance if directed. The Tourist Bureau will assist with the outreach to the property owners and will monitor the venture.

Recommendation: The Administration is seeking direction from the Town Commission to return with an ordinance that will waive the parking requirement as stated above: the waiver would be for two years and only apply to new downtown retail or restaurant businesses filling the existing vacancies.



Guillermo Olmedillo, Town Manager



DT



**Town of Surfside
Town Commission Meeting
May 8, 2018
7:00 pm**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9D
Date: April 23, 2018
From: Daniel Gielchinsky, Vice Mayor
Subject: Streetscapes Design Forum

Objective: To engage our residents in a public process of education followed by a design forum that will ultimately be voted on by Surfside residents and implemented in furtherance of the goal of promoting walkability and connectivity in our residential neighborhood.

Consideration: On April 12, 2016, the Commission voted unanimously in favor adopting Planning & Zoning Board's Resolution No. 2016-Z-01 – Streetscape. I have attached a copy of this Resolution for your reference. This Resolution represented a vision for the future that has been proven in many other communities to bring a myriad of enhancements to the community, such as promoting better safety, health¹, and social engagement for our residents, increasing property values, combating global warming and sea level rise, reducing congestion, vehicle speeds and incursion traffic from the arterial roadways.

I believe that one of the primary reasons our recent efforts to implement an aspect of the Resolution met with resistance was a lack of buy-in from some residents who are unaware of the significant paradigm shift that has occurred among the government, business and development communities to promote walkable communities and take back the streets from the motor vehicles and instead promote alternate means of transportation such as walking, cycling and even scooters. I also believe that there are residents who are generally skeptical of ideas that are put forth by

¹ People in less walkable areas are more likely to be obese and to suffer from diabetes and other obesity-related diseases. For example, one study by three Arizona State University scholars created a "walkability index" (measuring the distance of churches, schools, and entertainment from neighborhoods studied) and found that a "1 percent increase in the walkability index of a neighborhood is associated with a 50 percent reduction in the likelihood that it will belong to a high disease as opposed to a low disease cluster for obesity . . . 49 percent lower likelihood for diabetes, 39 percent lower likelihood for hypertension, and 40 percent lower likelihood for heart disease". See *Attacking Smart Growth*, Michael Lewyn, Touro Law Review (2017).

Town administration and elected officials who might be more enthusiastic about a more inclusive process.

In order to increase community education and involvement in this process, I propose the following three-step process:

1. Education: The educational component would be comprised of a series of three public presentations made by an outside group or speaker who would speak about the benefits of promoting walkability and connectivity. The speaker(s) would discuss pertinent examples of communities such as Coral Gables who have gone through transformative changes from programs that revitalized their street designs to accomplish the objectives listed above. The Town would publicize these presentations and encourage question and answer sessions. While we are in the education phase, Town Staff, the Planning and Zoning Board and Commission would work collaboratively to draft a comprehensive “Invitation to Compete,” that will include an introduction to Surfside and our goals vis-a-vis walkability and connectivity.
2. Design forum:
 - a. Competition: The Town would host a week-long design forum open to graduate students in the field of urban design, engineering and planning. The participants would be required to study the existing conditions of the residential neighborhood, to watch the daily impacts of peak hour traffic flow and to walk the streets to the major attractions in Town (the Harding Ave. shopping district, religious institutions, community center, Bay Road street endings, public beach access points, park and playground). Thereafter, the participants would engage in a competition requiring that they submit² proposed design renderings for representative areas of the east-west streets and north-south avenues that would accomplish the walkability and connectivity objectives.
 - b. Voting: The renderings would be placed on display at the community center for a two-week period so that all Surfside residents who live in the residential district can vote for their three (3) favorite designs in ranked order. The community center would be open late on certain designated days of the week to accommodate people’s work schedules. The Town would award prizes of \$5,000.00 to the first-place winner, \$2,500.00 to the second-place competitor and \$1,000.00 to the third-place competitor.
3. Implementation: After the first-place design has been identified, Town staff would work with CG&A to ensure that the design can be implemented, and make any adjustments

² The competitors must agree that the renderings will become property of the Town.

needed for ADA compliance and other practical concerns that may be needed. Thereafter, a final plan for the entire neighborhood will be brought before the Commission for approval.

Recommendation: To give direction to the Manager to (1) identify suitable speakers for the educational component, determine the costs involved, if any, in having those speakers make three public presentations and the availability of the speakers in time for the Commission to consider at the June meeting and (2) to engage in a dialogue with the local graduate school programs about having their students participate in this competition during the fall of 2018 as part of their curriculum and/or thesis.



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9E

Date: May 8, 2018

From: Commissioner Tina Paul

Subject: "Share The Road Project" safety and walkability proposal

Objective – Safety and Walkability is important for quality of life to our residents, therefore It is our responsibility to continue exploring ideas that will enhance our neighborhood accordingly.

Consideration – Share The Road Project as presented by artist and resident Oliver Sanchez.

Share The Road Project aims to remind everyone of the importance of safety on our residential streets. Most people are familiar with the effectiveness of simple icons to communicate ideas and instructions on how to cooperate with others as we share our public commons.

By stenciling graphics that represent the spectrum of users of our streets, Share The Road serves as a constant passive reminder to all on how to coexist in a responsible manner.

Using durable paint on asphalt these graphics will be placed at key locations such as intersections and where all manner of traffic converges. This light-hearted and cost-effective approach has the potential to strengthen the underlayment of community for a more inclusive and considerate cooperation among all traffic; pedestrians, cyclists, pet walkers and vehicles.

Recommendation – Approval to move forward with this collaborative project and obtain a more detailed report with costs for implementation, exact graphics, and locations.

Share the Road Project

using creative
visual icons
to help us coexist



By Oliver Sanchez
05/2018

Creative Visual Communications



Share The Road Project aims to remind everyone of the importance of safety on our residential streets. Most folks are familiar with the effectiveness of simple icons to communicate ideas and instructions on how to cooperate with others as we share our public commons.

Artist Rendering of Typical Intersection

At the Crosswalks of Communication



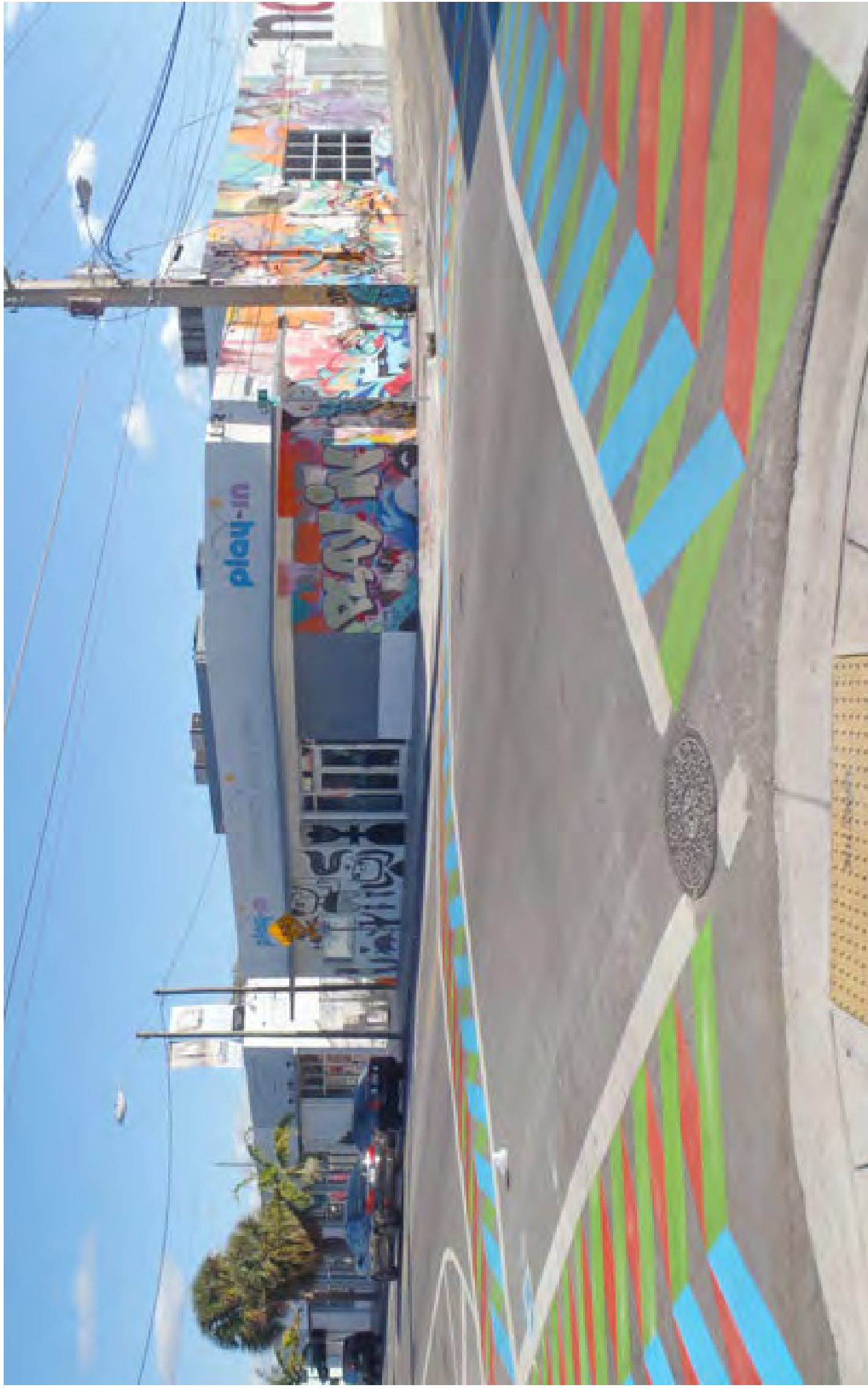
Big cities and small towns throughout are successfully implementing public awareness programs using creative visual communications.



Crosswalks in Miami



Local communities, such as Miami Beach and Wynwood Arts District, are already leading the way towards a safer shared environment.



Typical Proposed Graphics for Crosswalks



By stenciling graphics that represent the spectrum of users of our streets, Share the Road serves as a constant passive reminder to all on how to better coexist in a responsible manner. Using durable paint on asphalt these graphics will be placed at key locations such as intersections and where all manner of traffic converge.

Stages of Development



- Trial Plan Proposal
- Review of Icons
- Community Participation
- Stencil, Vendor RFQs
- Comprehensive Plan Review and Implementation

Share the Road



With this light-hearted and cost effective approach we can strengthen the underlayment of community for a more inclusive and considerate cooperation among all traffic; pedestrians, cyclists, pet-walkers, vehicles and trucks.