



**Town of Surfside
Regular Town Commission Meeting**

AGENDA

June 12, 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. Proclamation to Chief David Allen – Mayor Daniel Dietch**

2. Quasi-Judicial Hearings

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

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

A. Minutes – Sandra Novoa, MMC, Town Clerk

- **April 24, 2018 Town Hall Meeting on Beach Furniture Notes**
- **May 1, 2018 Special Town Commission Meeting Minutes**
- **May 8, 2018 Regular Town Commission Meeting Minutes**
- **May 22, 2018 Special Town Commission Meeting Minutes**
- **May 22, 2018 Town Commission Budget Workshop 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

- **March 5, 2018 Tourist Board Meeting Minutes**
- **April 16, 2018 Parks and Recreation Committee Meeting Minutes**
- **May 14, 2018 Tourist Board Meeting Minutes**

E. Approve After the Fact Resolution to Purchase a 2017 5500 Dodge Ram – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RESCINDING RESOLUTION 18-2508 RELATING TO THE PURCHASE OF A LIFT TRUCK; RATIFYING AND APPROVING THE PURCHASE OF A 2017 DODGE RAM LIFT TRUCK FOR THE PUBLIC WORKS DEPARTMENT AND EXPENDITURE OF FUNDS IN AN AMOUNT 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.

F. Postage Machine Lease – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A SERVICE CONTRACT WITH POSTALOGIC, LLC AND AN EQUIPMENT LEASE AGREEMENT WITH WELLS FARGO VENDOR FINANCIAL SERVICES, LLC FOR MAIL PROCESSING EQUIPMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Downtown Business District LED Lighting Upgrades – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION TO CALVIN GIORDANO & ASSOCIATES, INC. TO PROVIDE ELECTRICAL ENGINEERING SERVICES FOR THE TOWN OF SURFSIDE DOWNTOWN LIGHTING UPGRADE; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

H. Mutual Aid Agreement between North Bay Village Police Department and the Town of Surfside Police Department - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND NORTH BAY VILLAGE, FLORIDA FOR POLICE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

I. Mediatech Miami, LLC Professional Services Agreement – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MEDIATECH MIAMI, LLC FOR PRODUCTION AND FULFILLMENT OF THE TOWN'S NEWSLETTER, THE GAZETTE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

J. Extension of Contract for Debris Monitoring Services by Witt O' Brien's, LLC for Emergency Debris Monitoring via Piggy Back Contract from Indian Creek Village - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A SECOND AMENDMENT FOR DEBRIS MONITORING SERVICES AGREEMENT WITH WITT O'BRIEN'S LLC FOR A TERM EXTENSION; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE SECOND AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

K. After-the-Fact Proclamation to Chief David Allen – Mayor Daniel Dietch

L. Code Enforcement Officers' Appreciation Week Proclamation – Mayor Daniel Dietch

4. Ordinances

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

A. Second Reading Ordinances

- 1. Town Commission Adoption of the Comprehensive Plan EAR-Based Amendments - Sarah Sinatra, Town Planner**

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

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

B. First Reading Ordinances

- 1. Solid Waste Assessment Ordinance – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY THROUGHOUT TOWN OF SURFSIDE, FLORIDA; PROVIDING FOR DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING SOLID WASTE SERVICE ASSESSMENTS; PROVIDING THAT SOLID WASTE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A SOLID WASTE SERVICE ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS;

PROVIDING PROCEDURES FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS; PROVIDING THAT ALL ORDINANCES AND PARTS OF ORDINANCES AND ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH BE REPEALED TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

2. Downtown Business District Parking Requirement Waiver – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS,” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE A PARKING EXEMPTION PROGRAM TO ADDRESS VACANCY AND ECONOMIC REVITALIZATION IN THE SD-B40 ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

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

A. Award of ITB 2018-01 Harding Avenue Traffic Signal Loops – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING AND AWARDED THE BID OF UNDER POWER CORP. FOR THE HARDING AVENUE TRAFFIC SIGNAL MODIFICATIONS PROJECT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Abbott Avenue Drainage Study – 90th Street to 96th Street Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION TO CALVIN GIORDANO & ASSOCIATES, INC. TO PROVIDE ELECTRICAL ENGINEERING SERVICES FOR THE TOWN OF SURFSIDE DOWNTOWN LIGHTING UPGRADE; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

6. Good and Welfare (Set for approximately 8:15 p.m.)

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

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

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. Board and Committee Appointments [Verbal]– Sandra Novoa, MMC, Town Clerk

- *Design Review Board – At Large*
- *Sustainability Subcommittee – Commissioner Karukin*

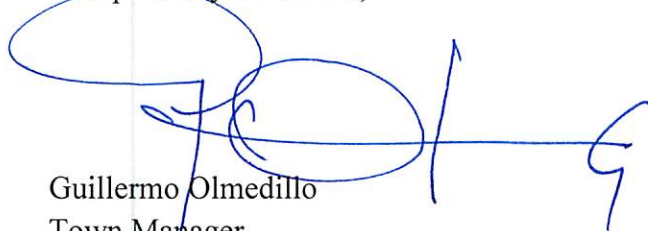
B. 92nd Annual FLC Conference Voting Delegate Designation – Guillermo Olmedillo, Town Manager

C. Establish Sustainability and Resiliency Committee – Commissioner Michael Karukin

D. 2018 Leaf Workshop – Hurricanes + Our Urban Tree Canopy – report – Commissioner Tina Paul

10. Adjournment

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Guillermo Olmedillo', is written over a horizontal line.

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.



Proclamation

Whereas, Chief David Allen faithfully served our community for 11 years and brought his 29 years of remarkable law enforcement experience, knowledge and expertise to the Town of Surfside; and

Whereas, we recognize his loyalty, integrity, work ethic and dedicated service to the Town of Surfside and the Surfside Police Department; and

Whereas: during his tenure, Chief David Allen, served as a mentor to the Command Staff, Police Officers, and civilians, he is recognized as a quiet, strong, leader and respected as such in the Community; and

Whereas, we recognize his leadership in the law enforcement community in which he has over 40 years of honorable and distinguished service; and

Whereas, Chief David Allen is respected, admired and trusted by all he has served with, his devotion to this profession will have a valuable lasting impact on his employees, his colleagues, and members of law enforcement throughout Miami-Dade County; and

Whereas: Chief David Allen, by virtue of his longevity, experience, reputation for fairness and respect for others, is considered by many a pillar of the Surfside Police Department; and

Whereas, he will be missed by the Police Department personnel, Town staff, and the community he proudly served; and

Whereas, Chief David Allen set a goal to have an exceptional fitness center at Town Hall for all employees to utilize and enjoy; and

Whereas, he gave his blood, sweat and tears to accomplish his goal and in his intense workouts; and

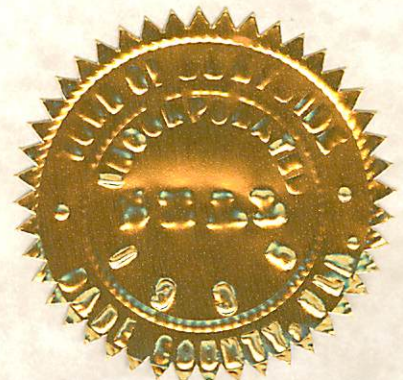
Whereas, The Town of Surfside wishes to honor Chief David Allen by dedicating the fitness center to an extraordinary person and pay homage to his stellar service to the Surfside Police Department upon his retirement on June 30, 2018; and

Now, therefore, I, Daniel Dietch, Mayor of the Town of Surfside, Florida, by the power vested in me, do hereby proclaim the Fitness Center, located at the Town of Surfside Town Hall, 9293 Harding Avenue, is hereby dedicated in honor of Chief David Allen to forever be known as the:

Chief David Allen Fitness Center

In witness thereof, I have hereunto set my hand this 12th day of June, 2018.

*Daniel Dietch, Mayor
Town of Surfside, Florida*





**Town of Surfside
Beach Furniture Town Hall Meeting**

NOTES

April 24, 2018

7 p.m.

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

Commissioner Paul, Commissioner Karukin and Commissioner Cohen were present at this Town Hall meeting.

1. Opening

Town Manager Olmedillo gave a brief presentation regarding Beach Furniture to all stake holders. After the presentation, the public commented as follows:

George Kousoulas	What does a Beach Management Plan allow you to do? What does the State say? What are you allowed to do? How far can you go? And how far can you not go? Can you prohibit someone from setting up 4 properties down?
Marsha Maya	They pay taxes to have the luxury and taking away and not allowing chairs stored on the beach will hurt them. She spoke about the possibility of installing jetties on the beach to maintain the sand. She asked to keep the chairs on the beach
Jeffrey Platt	He spoke about the ordinance being back for changes every two months and that it is poorly written. He stated that buildings should keep chairs in their backyard and not to allow a business to sell chairs.
Victor May	He spoke about a study he posted on a website. He spoke about beach erosion and seaweed.
Nora Zyne	She had questions about where the chairs will go. If it was going to be privatize and how much was the charge going to be and how far on the beach will the set up will be.
Joe Sein	Delivered/Filed petition to the Town Clerk
Joel Simmonds	He stated that it was not a practical solution to stop the pre-setting and supports the regulations that are in place now
Arthur Holman	He is aware of resident's feelings and requested that the administration stop changing the administrative policy. He is willing to be a part of a process to come up with a Beach Management Plan. He also suggested listen to the Tourist Board and what they are doing with the beach to market the Town.

Jerry Rodriguez	He spoke about how people would maneuver chairs during the day while people are lying if pre-setting is not allowed. He spoke about acceptable storage (height and color). He stated that elderly people are using the beach chairs now because they are provided and set up for them and they don't have to carry them.
Meir Cosiol	Solimar Condominium - He spoke about limiting the pre-setting. Allow the hotel to set up more chairs. He would like for overnight storage to be allowed in order to store two stacks of chairs and 1 box for the cushions.

Town Manager Olmedillo thanked the speakers and stated that the gathered comments will be presented to the Town Commission who adopts and/or amends ordinances and to provide staff with direction.

The Town hall meeting concluded at 7:10 p.m.

Notes submitted by:

Sandra Novoa, MMC
Town Clerk

Presented to the Town Commission on June 12, 2018



**Town of Surfside
Special Town Commission Meeting
MINUTES
May 1, 2018
6 p.m.**

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 6:05 p.m.

B. Roll Call of Members

Town Clerk Novoa called the roll with the following members present: Mayor Deitch, Commissioner Karukin, Commissioner Paul and Commissioner Cohen. Vice Mayor Gielchinsky arrived at 6:19 p.m.

C. Pledge of Allegiance

Chief Allen led the Pledge of Allegiance

2. Discussion Items

A. Beach Furniture Presentation and Discussion

Town Manager Olmedillo provided an overview of the item with a PowerPoint presentation.

Town Manager Olmedillo recommended the following for beach furniture:

- Include all regulations in the Ordinance, which will be reviewed annually
- Adjust permit fees to \$250 annually for condominiums and \$500 annually for hotels
- Allow up to 40 chairs to be stored overnight with a maximum height of 4' per stack
- Tag each chair with ownership identification
- Each chair stack must be properly tied down with tarps
- A box like structure under each chair stack to prevent turtles from nesting under the stack
- Only allow vehicle usage to those who have their overnight storage on private property
- Offer 40 chairs behind the Community Center to give access to beach chairs for residents who do not have access to a condo or hotel and are seeking chair service

- All beach furniture must be removed by the Beach Furniture Permit Holders under extreme weather conditions

Mayor Dietch opened the meeting to public comments.

Public Speakers:

- Meir Cosiol
- Jennifer Rotker
- Jerry Rodriguez
- Joel Simmonds
- Michael Kashtan
- Pamela Mishkin
- George Kousoulas
- Jeffrey Platt
- Andrea Travani

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

Town Manager Olmedillo addressed some of the questions raised by the public.

After some discussion by the Town Commission and staff, Vice Mayor Gielchinsky made a motion to direct Staff to prepare a revised ordinance that will supersede all previously adopted ordinances that incorporate the following concepts;

- that a beach furniture operator be required to obtain a permit, that the permit fee be \$500 per year for a hotel and \$250 for a condominium.
- That a beach furniture operator be required to provide proof of insurance on an annual basis.
- That a 12 ft. access way be provided clear at all times at the back of the beach adjacent to the dune for access of emergency and town vehicles.
- That an access way be provided at all times at street endings and that a beach furniture operator not be permitted to put beach furniture in that access way point at the street endings or in front of any temporary or permanent lifeguard stand.
- That a beach furniture operator be required to move all beach furniture off the beach within 3 hours of issuance of a storm warning.
- That all stacked chair heights be limited to no greater than 4 ft. in height.
- That all stacked beach chairs be covered and secured with a tarp and tied down or something equivalent in nature.
- That a frame or box be put underneath any stacked beach chairs in order to prevent sea turtles from nesting underneath the chairs.
- That morning set ups for condominiums be no greater than 10% of the residential dwelling units of the condominiums.
- That storage boxes and similar structures shall not be permitted.
- The beach furniture operator shall be required on an annual basis to submit for the Town Manager's approval an operational plan that shall include the following operational details;
 - transportation of beach chairs, including the use of vehicles or hand carts with it being the preference of this Commission to phase out the use of any gas or diesel-powered vehicles over the next 12 months in favor of electric powered or manual carts.

- The operational plan shall also include the Town Manager's review of storage plans, set up plans, and any other operational aspects that the Manager deems to be within the concepts of health safety and welfare.
- The operational plan shall be submitted and reviewed every 12 months for approval.

All of the members of the Town Commission with the exception of Commissioner Paul directed staff to engage in a dialogue with FDEP regarding the feasibility of creating a notch or carve out within or adjacent to the dune for storage of beach furniture.

Discussion ensued regarding the need to keep the administrative policy. After some discussion, the administrative policy remains.

3. Adjournment

Commissioner Cohen made a motion to adjourn. The motion received a second from Commissioner Paul and the meeting adjourned at 8:15 p.m.

Respectfully submitted,

Accepted this ____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES
May 8, 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 7:08 p.m.

B. Roll Call of Members

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

C. Pledge of Allegiance

Captain Yero led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Paul wanted to wish a happy Mother's Day to everyone.

Mayor Dietch wanted to extend his condolences for the passing of Alice Jones who used to be an employee of Surfside and worked on the Pension Board. He invited the audience to join the Commission in a moment of silence.

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

No additions, deletions or linkages.

F. Community Notes – Mayor Daniel Dietch

Vice Mayor Gielchinsky commended the Parks and Recreation Department for a great job with the Earth Day Event.

Vice Mayor Gielchinsky wanted to thank the Mayor for supporting his attendance at an event hosted by County Commissioner Heyman regarding the status of the Brightline Rail and where the lines will be placed that would benefit the Town of Surfside.

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

Commissioner Cohen made the motion to appoint Mr. Scher Zalman Dunchman to the Tourist Board. The motion received a second by Vice Mayor Gielchinsky and all voted in favor.

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

Town Manager Olmedillo presented the item and Miami-Dade County FIND Commissioner, Spencer Crowley, III gave a presentation on the FIND Grant and the presentation of the check for the Street ends and Park project on 90th, 93rd and 94th Streets and Bay Drive as well as informing the audience about what the Florida Inland Navigation System do.

Commissioner Karukin asked Commissioner Spencer Crowley if his organization could assist with obtaining a grant for Point Lake dredging.

Commissioner Karukin made the motion directing Town Manager Olmedillo to look into applying for a FIND grant for Point Lake dredging. The motion received a second by Commissioner Paul and all voted in favor.

2. Quasi-Judicial Hearings – None

3. Consent Agenda

Vice Mayor Gielchinsky pulled Item 3(C), Town Attorney's Report, Page 38, "Litigation".

Town Attorney Arango gave an update on the Victor May lawsuit. Town Attorney Arango has requested an attorney session take place on this matter in the event it is needed and that it be coordinated through the Town Manager's office for scheduling.

Vice Mayor Gielchinsky stated that tax payer funds were used to defend the first lawsuit and that again, tax payer funds will be needed to defend this lawsuit.

Mayor Dietch asked how much money we are looking at spending. Town Attorney Arango explained that this lawsuit is an expanded lawsuit because it involves many parties.

Mayor Dietch pulled Item 3(A), Page 6 for a scrivener's error and Item 3(F), page 69, Section 2 should be name specific.

Vice Mayor Gielchinsky had a scrivener's error on Page 7. He stated that where the * is, it should read "this year".

Town Clerk Novoa added Page 7, Item C; Victoria's name is spelled incorrectly.

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

A. Minutes – Sandra Novoa, MMC, Town Clerk

- April 10, 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

Approved on consent.

- 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

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.

Approved on consent.

Mayor Dietch introduced the item and opened the public hearing.

Public Speaker:

-Lisa Simon spoke in support of the item.

No other individuals wishing to speak the Mayor closed the public hearing.

Mayor Dietch commented about retiring teacher, Dory Delgado. He spoke about her service and that a Proclamation will be delivered to her making May 12, 2018 Dory Delgado Day.

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

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

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.

Approved on consent.

G. Law Day Proclamation – Vice Mayor Daniel Gielchinsky

H. Community Center Pool Heater – Guillermo Olmedillo, Town Manager

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.

Approved on consent.

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

4. Ordinances

A. Second Reading Ordinances

1. Maximum Building Length - Guillermo Olmedillo, Town Manager *[Deferred from the April 10, 2018 Regular Town Commission Meeting]*

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 Novoa read the title of the ordinance.

Commissioner Karukin made a motion for purposes of discussion. The motion received a second by Vice Mayor Gielchinsky.

Town Manager Olmedillo presented the item and discussed the change in the code to address the maximum frontage and when it was presented to the Planning & Zoning Board. He introduced Alex David from CGA who explained and presented the project.

Mayor Dietch opened up the public hearing.

Public speakers:

-Meir Cosiol spoke about the problems with the amount of traffic in Surfside and how making it easier to build more will make traffic even worse especially with all the hotels going up.

-George Kousoulas gave a handout to the Commission and spoke in favor of this item and gave examples of the success of other prototype buildings like the one being proposed.

-Neisan Kasdin representing Eden Surfside, distributed a letter to the Commission stating their legal position which is that they believe what is being done here is illegal and that they believe this is a quasi-judicial proceeding. He still believes that this ordinance addressing this project is a good one and they are in agreement with the item with the modification of allowing a 2-story height over the breezeway. Mr. Kasdin also showed renderings of similar projects.

-Joel Simmonds commented on the consideration of grandfathering existing buildings.

Vice Mayor Gielchinsky spoke as the liaison of the Planning & Zoning Board and he gave a synopsis of what took place with this item at the last Planning & Zoning Board and it centered around flexibility and to encourage architectural creativity.

Mayor Dietch asked the Town Attorney to address the question regarding legally nonconformity and what the impacts would be.

Town Attorney Arango addressed the issue of nonconformity of those buildings and stated that those buildings would need to follow the new regulations, but if the building or structure would be damaged more than 50% of the value of that building, then according to the Code, the structure can be restored without conforming to the new building codes. If the structure is damaged 51% or more, then the structure could not be restored to its original form and must comply with the new regulations.

Commissioner Karukin stated that he is not in agreement with the existing code and doesn't understand why the building cannot be replaced if the building is destroyed.

He stated it has been done in the past where they have been allowed to be grandfathered in.

Town Manager Olmedillo explained the specifics of this code and the restoration of buildings and the issue of the setbacks.

Commissioner Paul stated that she was comfortable with the concept at hand and going forward with the Ordinance as is and they can address the grandfathering at a later time. Commissioner Paul had a question for staff regarding the connecting of both buildings and the setbacks of the rear of the building.

Commissioner Karukin addressed Commissioner Paul's question regarding the setback.

Commissioner Karukin continued discussing the item and the specifics of the zoning in progress and the concern of the substantial changes to this item that should go back to first reading and not be on for second reading.

Town Attorney Arango stated that it is not a substantial change. This item can still go to second hearing and the zoning in progress can be extended.

Alex David of Calvin Giordano and Associates addressed Commissioner Paul's question regarding the setback as well as the second and third floors and the rear of the property.

Commissioner Karukin asked the Town Attorney to please explain if this is spot zoning and a quasi-judicial proceeding.

Town Attorney Arango explained that it is not spot zoning or a quasi-judicial proceeding.

Mr. Kasdin commented on that issue and believes it is a quasi-judicial proceeding and is spot zoning.

Mayor Dietch opened up the floor to public speakers again and called Planning & Zoning Chairperson, Lindsay Lecour to explain the articulation of the building and the setback concerns and questions.

Commissioner Cohen feels that a lot more work has to be done at the Planning & Zoning Board level to address these concerns and feels more work needs to be done.

Mayor Dietch seeing no further comments from the audience, closed the public hearing.

Vice Mayor Gielchinsky commented on the item and the concerns he had on this project and was able to get his questions answered and is comfortable with this item.

Commissioner Paul made a motion to approve with an amendment to add line 107 and directed the Town Attorney to come back with a grandfathering clause. The motion received a second by Vice Mayor Gielchinsky and all voted in favor.

Mayor Dietch requested a motion to move item 9D and Commissioner Paul requested items 9D and 9E to be heard before item 4 (A)(2).

Commissioner Paul made a motion to move items 9D and 9E to be heard before item 4(A)(2). The motion received a second from Vice Mayor Gielchinsky and all voted in favor.

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

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 Novoa read the title of the ordinance

Commissioner Karukin made the motion to approve the Ordinance on second reading. The motion received a second from Vice Mayor Gielchinsky and all voted in favor.

Mayor Dietch opened the floor to public hearing and hearing none, Mayor Dietch closed the floor to public hearing.

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

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 Novoa read the title of the ordinance

This item has been deferred to May 22, 2018 due to notice requirements.

Commissioner Karukin made the motion to defer the item to May 22, 2018. The motion received a second from Vice Mayor Gielchinsky and all voted in favor.

Mayor Dietch opened the floor to public hearing and hearing none, Mayor Dietch closed the floor to public hearing.

Mayor Dietch suggested that a copy of the notice be dropped off at all condominiums with a cover letter.

B. First Reading Ordinances

1. Adoption of Cone of Silence for Town Procurements – Guillermo Olmedillo, Town Manager

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.

Town Clerk Novoa read the title of the ordinance

Commissioner Karukin made the motion to approve the Ordinance. The motion received a second from Vice Mayor Gielchinsky. Commissioner Karukin withdrew his motion.

Mayor Dietch opened the floor to public hearing and hearing none, Mayor Dietch closed the floor to public hearing.

Mayor Dietch read into the record the definition and had a question for the Town Manager. He said that there are other forms of solicitations that are not specifically named and asked the Town Attorney if there was a way to build in the flexibility that would also be applicable. The Town Manager raised a question that there may be times that they want to have a conversation regarding a bid.

Town Attorney answered Mayor Dietch's question by referring to line 12 and explained the exceptions.

Commissioner Karukin feels that line 44, item 2 is overly restrictive.

Town Attorney responded to Commissioner Karukin.

Discussion on this item continued between the Town Commission, Town Attorney and Town Manager.

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

5. Resolutions and Proclamations

A. Public Works Lift Truck Purchase – Guillermo Olmedillo, Town Manager

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.

Town Clerk Novoa read the title of the ordinance

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

Mayor Dietch opened the floor to public hearing and hearing none, Mayor Dietch closed the public hearing.

B. Town Hall Municipal Complex Public Private Partnership (P3) Advisory Services - Guillermo Olmedillo, Town Manager

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.

Town Clerk Novoa read the title of the ordinance

Commissioner Karukin had a concern with the scope of services and he asked the Town Manager why they were not assessing the impact of this type of development. This has a potential of being a big game changer and questioned why that was not being addressed. Town Manager Olmedillo answered Commissioner Karukin's concerns and explained the impact this project would have.

Mayor Dietch opened the floor to public hearing and hearing none, Mayor Dietch closed the public hearing.

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

C. Abbott Parking Lot Public Private Partnership (P3) Advisory Services -
Guillermo Olmedillo, Town Manager

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.

Town Clerk Novoa read the title of the ordinance

Mayor Dietch opened the floor to public hearing and hearing none, Mayor Dietch closed the public hearing.

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

D. Employment Agreement for Chief of Police – Guillermo Olmedillo, Town Manager

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.

Town Clerk Novoa read the title of the ordinance

Mayor Dietch opened the floor to public hearing and hearing none, Mayor Dietch closed the public hearing

Vice Mayor Gielchinsky congratulated Chief Yero and commended his hard work.

Mayor Dietch had a provision to amend section 10.2 regarding the health insurance provision when it refers to an increase he would like it to be subject to the Town Manager's approval and not be unreasonably withheld.

Chief Yero thanked the Commission for their support.

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

6. Good and Welfare

Mayor Dietch opened the item to public speakers.

Public Speakers:

-Jennifer Rotker spoke regarding the easement on 90th Street and that the showers are turned off as well as the illegal renting of beach chairs by the hotels.

-Clara Diaz-Leal stated that the one-way street traffic is a disaster and that she is experiencing a tremendous amount of traffic and the honking is becoming very noisy and that school buses are picking up workers.

Mayor Dietch closed item to public speakers.

Commissioner Paul requested the Town Manager to address the 90th Street Easement issues and what the progress is of 92nd Street and what the plans are.

Town Manager Olmedillo addressed Commissioner Paul's concerns regarding the 90th Street Easement issue and 92nd Street and will speak to Commissioner Paul privately with the specifics.

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. Curb Enhancement at Abbott and 88 Street –[Verbal] - Guillermo Olmedillo, Town Manager

Town Manager Olmedillo introduced the item and gave a verbal presentation and update.

Commissioner Paul gave her experience on both intersections.

Discussion continued on this item from all members of the Commission discussing both options.

Mayor Dietch discussed both items and believes Option B would be better and would like to approach the neighbors with the option the Town will be using. Commissioner Paul agrees with Mayor Dietch.

There was consensus to explore Option B and inform all the affected individuals.

Town Manager Olmedillo requested to extend the trial period until the next Commission Meeting.

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

- *Design Review Board – At Large*
Vice Mayor Gielchinsky feels that an architect is needed for this Board and he is still working on finding a board member.
- *Tourist Board – Commissioner Barry Cohen*
Commissioner Cohen made his appointment earlier in the meeting.
- *Personnel Appeals Board – Vice Mayor Gielchinsky*
Vice Mayor Gielchinsky appointed Martin A. Feigenbaum.
- *Pension Board – At Large*
Mayor Deitch stated there is a certain amount of subject matter expertise required for the Pension Board. He has confidence in Ms. Parron and is supportive of her nomination with the condition that he will solicit feedback from the other members of the Board to make sure she has gotten up to speed after a reasonable period of time.
Commissioner Paul made a motion to appoint Norma Parron to the Pension Board. The motion received a second from Vice Mayor Gielchinsky and all voted in favor.
- *Pension Board – At Large – Joe Matthews was appointed.*
Vice Mayor Gielchinsky made a motion to appoint Joe Matthews to the Pension Board. The motion received a second from Commissioner Paul and all voted in favor.

Vice Mayor Gielchinsky made a motion to extend the meeting for an additional 20 minutes. The motion received a second from Commissioner Karukin and all voted in favor.

- *Sustainability Subcommittee – Commissioner Karukin*
Commissioner Karukin expressed his concerns about what the Sustainability Subcommittee Board did and what their function is. He would like the Sustainability Subcommittee to become a Committee that reports directly to the Commission.

Mayor Dietch along with the Town Manager explained what the function of the Sustainability Subcommittee is and encouraged Commissioner Karukin to submit a discussion item regarding his proposal.

- *Police Pension Board Appointee Joe Matthews –*
Ministerial Ratification by Town Commission.
Motion made by Vice Mayor Gielchinsky, seconded by Commissioner Paul and all voted in favor.

C. Downtown Business District Parking Requirement Waiver – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo introduced the item and stated that he had communication with the Downtown Business individuals and one of the issues they brought up was their inability to rent the store fronts due to the parking requirements. He would like direction to create an Ordinance that would have a waiver specifically for new businesses and limited to retail and restaurants and it would be a 2-year waiver.

Commissioner Karukin commented on this item and discussed the parking issue the businesses are having and he doesn't feel that the lack of business is due to parking.

Commissioner Cohen left the meeting.

Mayor Dietch discussed the history of this item and the past meetings with the storefront owners and being able to rent those storefronts.

Town Manager Olmedillo explained to the Commission the parking issue and requirements.

Vice Mayor Gielchinsky requested clarification on the memorandum on this item. Discussion continued between all on the dais on this item for clarification.

Commissioner Paul requested a negotiation with the storefront owners with the possibility of waiving a portion of the parking requirement and not all.

Town Manager Olmedillo asked if the Commission was willing to waive the parking requirement for 2 years.

Commissioner Karukin made a motion to approve. The motion received a second from Vice Mayor Gielchinsky and all voted in favor with Commissioner Paul voting against the item.

D. Streetscapes Design Forum – Vice Mayor Daniel Gielchinsky

Vice Mayor Gielchinsky introduced the item and gave a summary of the project and its main points and the voting on which designs the residents like and how the process of implementation would work.

Mayor Dietch opened up the public hearing.

Public speakers:

-George Kousoulas stated that the idea is a great idea but he had some suggestions; one being that the brief he gives the graduate students needs to be carefully worded. Secondly, to have a commentary and a jury of selection of what the public would like.

Commissioner Karukin asked at what phase would the jury review the commentary of the competition and Mr. Kousoulas answered Commissioner Karukin's question.

-Mandy Dawdpon is in complete agreement with Vice Mayor Gielchinsky and this project and suggested a referendum since a lot of people can't attend the meeting.

-Becky Manuel likes the proposal of this item and how it addresses aesthetics, traffic and safety. She is in support of this project.

-Deborah Cimadevilla would like to know how this project will address the historical huge amount of flooding around 91st Street.

-Renee Tischler shared her support on this item and would like to encourage the Commission to support this item and for the Commission to keep in mind the safety issues and the traffic issues.

-Samuel Rubashkin spoke in support of the item but has the same concerns of the safety of the children and the adults walking because of the traffic. He stated that undergrounding the power lines would be a good idea to keep in mind.

-Dalit Teshuba stated that her concern is the safety issue of this project and the concern parents have with their children and walking down the streets and the traffic issue currently at hand. She would like more sidewalks but is in support of the item.

-CB Gaines stated that he felt that he is being force fed this item and he feels that the residents should have had more input and is against the item the way that it is being presented.

-Gordon Braun spoke in support of the item.

-Lindsay Lecor spoke in support of this item and what it brings to the community.

-Manuel Lecor chose not to speak and allow his wife to speak on his behalf.

-Meir Cosid made a comment of what the process and procedure would be regarding the college students and what they are supposed to do. He suggested to try to attract more experienced individuals.

Commissioner Karukin wanted to address the idea of undergrounding the power lines and that it is something he wanted to address and bring back. He also answered some of the speakers' questions and concerns.

Town Manager Olmedillo answered Commissioner Karukin's question regarding the undergrounding of the power lines and he mentioned he is in contact with FPL.

Commissioner Karukin mentioned the last charrette that was in 2006 cost almost \$200,000 and was well attended.

Vice Mayor Gielchinsky spoke about the graduate students and how design firms will not be coming in to do a project this small.

Commissioner Cohen stated that they need to involve all the residents in this process and address all the concerns the residents have and he spoke about the 2006 charrette regarding the undergrounding of power lines and the pumping system.

Commissioner Paul commented on this item and talked about Item 9E which has to do with the safety and walkability proposal. Commissioner Paul mentioned the different specifics of Item 9D and all the items that need to be tackled and feels that item 9E is an item that can be implemented quickly.

Commissioner Paul stated that this item needs more work before it can be implemented but does feel that this is a good start.

Mayor Dietch is in agreement with Commissioner Paul and is in support of the project but would like to direct the Town Manager to frame this in a more comprehensible way but move forward with the first piece because that is something that they can start immediately. He understands the work the graduate students are doing but he feels that if you want a professional job done you must spend the money and hire a professional firm to do the charrette.

Chris Giordano of Calvin Giordano and Associates stated that they have staff ready to work on this project if it is the desire of the Commission.

Mayor Dietch stated that he would like to move forward in order to start having the conversation with professionals that understand the priorities and would like to give the direction to the Town Manager to start working on that.

Town Manager Olmedillo addressed the concerns and issues and the planning implementation of urban design in order to address the issues.

Mayor Dietch requested to place the charrette on the website for the Commission review and the Planning and Zoning Board review.

Mayor Dietch made a motion to move forward with the first element, the educational piece, and direct the Town Manager to move forward with the educational piece with the outcome of that determining what the next steps are to move this initiative forward. The motion received a second from Commissioner Karukin and all voted in favor.

E. “Share the Road Project” Safety and Walkability Proposal – Commissioner Tina Paul introduced the item and proposal.

Commissioner Paul introduced Oliver Sanchez to explain the proposal and project.

Oliver Sanchez spoke about the proposal and the project and presented the project.

Mayor Dietch discussed a project that is in New Zealand that follows this same concept that is very successful.

Mayor Dietch opened up the public hearing.

Public speakers:

-CB Gaines supports this idea and believes it is artistic, positive and would make Surfside stand out in the community.

-Dalit Teshuba believes it is beautiful and does not want it to take the place of sidewalks for safety reasons.

-Deborah Cimadevilla is in full support of this idea and this project can be done very quickly. She gave the idea of a solar activated paint that is being used in Europe that is used in parks and streets.

Mayor Dietch closed the public hearing.

Commissioner Paul made a motion to direct the Town Manager to move forward with a more detailed report with the cost and implementation, exact graphics, location and County approvals. After some discussion, Commissioner Paul withdrew the motion.

Vice Mayor Gielchinsky asked Commissioner Paul if this is an unsolicited bid and Commissioner Paul stated that he is a resident that brought his proposal and idea to the Commission.

Vice Mayor Gielchinsky asked how much the Town of Surfside was to pay Mr. Sanchez for this and Mr. Sanchez stated that he was only charging \$1.00.

Town Manager Olmedillo stated he needs better direction than what is being given because the signage regulation is up to Miami-Dade County to approve and he needs to see if the County will approve it and he needs to know which streets in specific would be affected. Commissioner Paul stated that Byron Street and 95th Street could be some of the streets that can be painted.

Commissioner Karukin stated that prioritizing projects and budgeting of the project is crucial and staff have a lot on their plate. Commissioner Karukin suggested that Commissioner Paul do some homework and bring it back to the Commission in a more detailed report of the specifics including the cost of this project and more ideas.

Mayor Dietch recommended that the Town Manager contact the County regarding this project.

10. Adjournment

Commissioner Karukin made a motion to adjourn. The motion received a second from Commissioner Paul and the meeting adjourned at 11:23 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2018

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC



**Town of Surfside
Special Town Commission Meeting**

MINUTES

May 22, 2018

6 p.m.

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

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

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

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

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

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 6:03 p.m.

B. Roll Call of Members

Town Clerk Novoa called the roll with the following members present: Mayor Dietch, Vice Mayor Gielchinsky, Commissioner Karukin and Commissioner Paul. Commissioner Cohen arrived at 6:27 p.m.

C. Pledge of Allegiance

Chief Allen led the Pledge of Allegiance

2. Ordinances, Resolutions and Discussion Items

A. Cone of Silence Ordinance – Guillermo Olmedillo, Town Manager

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.

Town Clerk Novoa read the title of the ordinance.

Town Manager Olmedillo presented the item.

Vice Mayor Gielchinsky made a motion to discussed. The motion received a second from Commission Paul.

The Town Attorney addressed some questions posed by Vice Mayor Gielchinsky and Commissioner Karukin.

Mayor Dietch opened the public hearing as this is a second reading ordinance. Mayor Dietch closed the public hearing with no one wishing to speak on the item.

After some conversation, Vice Mayor Gielchinsky made a motion to approve. The motion received a second from Commissioner Karukin. The motion carried 4-0 with Commissioner Cohen absent.

B. 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 Novoa read the title of the ordinance.

Town Manager Olmedillo presented the item.

Commissioner Karukin expressed his concerns regarding the proposed ordinance. He also had concerns and questions regarding the code compliance of the ordinance. Town Manager Olmedillo addressed the concerns.

Commissioner Paul shared a video with the Town Commission and members of the public present.

After some discussion, Commissioner Paul made a motion to approve. The motion received a second from Vice Mayor Gielchinsky.

Mayor Dietch opened the public hearing as this is a second reading ordinance and Ms. Jennifer Rotker spoke in support of the item.

Mayor Dietch asked for a friendly amendment to amend the ordinance on page 6, line 240 to change from twenty-four (24) months to twelve (12) months. Commissioner Paul and Vice Mayor Gielchinsky accepted the friendly amendment. The motion carried 3-2 with Commissioner Cohen and Commissioner Karukin voting in opposition.

C. Update on Curb Enhancement at Abbott and 88 Street [Verbal]– Guillermo Olmedillo, Town Manager

Town Manager Olmedillo provided an update and explained that during his meeting with the interested parties they all chose option “A”. The Town Commission agreed with moving forward and executing option “A” of the curb enhancement.

D. Update on “Share the Road Project” Safety and Walkability Proposal [Verbal]– Guillermo Olmedillo, Town Manager

Town Manager Olmedillo explained that he had a meeting with the Dean of Architecture of FIU and he spoke about a grant that one of the professors received and the possibility of working together with the Town. Commissioner Karukin spoke about the possibility of having the teacher come in front of the Commission and make a presentation. Town Manager Olmedillo explained that it would be difficult for the teacher to present his vision but perhaps he can speak about the process. Commissioner Karukin agreed with that response.

Commissioner Paul asked if he spoke to FIU about the graphics presented during the previous meeting. Town Manager Olmedillo responded that the direction was to speak

with Miami Dade County and that he is waiting for a written response. Commissioner Paul also spoke about some research she has been doing on walkability.

Vice Mayor Gielchinsky expressed his support of allowing FIU to engage in solving the Town's broader set of issues.

Commissioner Cohen expressed his support to this item.

E. Board and Committee Appointments [Verbal]– Sandra Novoa, MMC, Town Clerk

- *Design Review Board – At Large*
No one was appointed

- *Tourist Board – Commissioner Barry Cohen*

Commissioner Cohen made a motion to appoint Bera Kalhan to the Tourist Board. The motion received a second from commissioner Paul and all voted in favor.

- *Sustainability Subcommittee – Commissioner Karukin*

Commissioner Karukin expressed his interest in having the Sustainability Subcommittee report directly to the Town Commission instead of to the Planning and Zoning Board. Commissioner Karukin was urged to present a discussion item during the June 12, 2018 Regular Town Commission meeting.

3. Adjournment

Commissioner Cohen made a motion to adjourn. The motion received a second from Commissioner Paul and the meeting adjourned at 7:02 p.m.

Respectfully submitted,

Accepted this ____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC



**Town of Surfside
Town Commission Budget Workshop**

MINUTES

May 22, 2018

6:15 p.m.

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

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

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

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

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

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:02 p.m.

B. Roll Call of Members

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

2. FY 2018-2019 Budget Goals and Objectives – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo presented the staff approach to the FY 2018-2019 Budget during a PowerPoint presentation.

Commissioner Paul spoke about the Resiliency Convention during the prior week together with the Mayor and Vice Mayor and spoke about someone who is providing a service of satellite pictures to determine which infrastructure is weak/strong and she would like the Manager to engage with this vendor.

Commissioner Karukin thanked the Town Manager and stated that he likes how the Manager is lining up his presentation to the Comprehensive Plan which is the second most important document in the Town and this will help with the budget process.

There was some discussion regarding Chapter 163 and the fact that it is silent to infrastructure and that this subject will still be discussed during this process including undergrounding the powerlines.

Mayor Dietch suggested that each member of the Town Commission provides feedback on each of their priorities.

Commissioner Karukin's higher level concepts and policies are as follows: Look into the Town's Debt Management Policy. He would also like to see from a budget and budget tracking perspective a better and more effective identification of keep performance indicators that are relevant to Surfside.

Mayor Dietch stated that the Manager's presentation is an interesting way of approaching the budget and that he is excited and looking forward to creating the alignment between the various policy documents. The Mayor spoke about the ERP that the Town will soon implement but is conscious about other systems in Town that need to be modernized. He spoke about the sensibility and the approach of the Code Compliance professionals but believes that the Commission should revisit the priorities previously provided. He stated about the opportunity to reshape the 96th Street park and to decide if they will continue with a grass field or should the Town look at it on a life cycle basis and explore artificial turf as a more appropriate approach. The Mayor encouraged the Town Manager to focus on the big picture and not get involved in every issue but to rely on the Assistant Town Manager and to make sure that all staff have the resources they need.

Commissioner Paul acknowledged the staff that worked with the Town Manager on the idea presented and stated that she receives a lot of compliments from the residents about the way they are treated by Town staff. Commissioner Paul feels that the Town should be focusing on the quality of life and the community engagement by tying it to the walkability factor. She has been bike riding on the beach and she would like the Town to install turtle friendly lighting on the walking path to enhance part of the walkability and the possibility of asking FIU to incorporate the beach path as part of their project for the

Town. She has noticed that after 6 pm there are a lot of dog owners with their dogs on the beach and she suggested if there is a way to enhance the dog park to encourage dog owners to go there instead of the beach. She suggested placing colored lights on the Community Center so that you can see the building at night and light up Town Hall. She spoke about an item she would be presenting during the next meeting regarding treescape and her desire to enhance the Town's trees and do it the right way to benefit the Town.

Vice Mayor Gielchinsky spoke about his priorities by beginning with quality of life and believes that the 96th Street Park renovation has been overdue, the street endings becoming recreational areas where people can gather, having connectivity between the street endings and other places of attractions in Town. The Vice Mayor spoke and encouraged everyone to continue with the underground efforts. He spoke about the need of acquiring new public safety vehicles and equipment. He also would like to see the Town focus their efforts in walkability and invest monies toward those efforts and promote resiliency in new constructions and investigate impact fees.

After some discussion regarding resiliency, Commissioner Karukin spoke about the Sustainability Subcommittee and the possibility of taking that Committee and having them report back to them instead of the Planning and Zoning Board. Members of the Town Commission are open to the suggestion and asked the Commissioner to bring an item back during the June 12, 2018 Regular Town Commission meeting.

Commissioner Cohen would like to continue to increase revenues. He would like to see focus our goals and deal with P3 beach renourishment, election reform, resiliency regarding sea level rise, and improvements to the business district. He would like the alleys to become cobblestone walkways to make it a Town's asset. He is in support of undergrounding and would like to see sidewalks on both sides of the street and a right-of-way improvement project to make it a sidewalk so people can walk without the fear of getting run over.

Commissioner Paul mentioned that we need to look at street lighting and see what can be done to enhance it to make the streets safer. She also spoke about all the litter around Town and she believes that we should have someone that their job is to pick up litter all around Town and place more garbage and recycle containers.

Vice Mayor Gielchinsky stated for clarification purposes that he is in favor of exploring both P3 proposals received by the Town but that these will not be included in the budget as line items because there is no monetary obligation from the Town.

Commissioner Karukin wanted to point to all the members of the Town Commission to have in mind that quality of life means different things for different people.

Mayor Dietch thanked the Town Manager and the Town Staff that contributed to getting them to this point and they are looking forward to the June 12, 2018 meeting.

Town Manager Olmedillo went through the Budget calendar and encouraged the members of the Town Commission to review and let him know if there is any day that may be a conflict.

A brief conversation took place regarding the summer studies.

3. Adjournment

Commissioner Karukin made a motion to adjourn. The motion received a second from Commissioner Paul and the meeting adjourned at 8:12 p.m.

Respectfully submitted,

Accepted this ____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC



TOWN MANAGER'S REPORT JUNE 2018

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

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

A. 9116 Harding – The property has recently been sold and the new owner has added property. The revised site will include pools for the four units. Design Review Group (“DRG”) meeting was held on December 7, 2017 and was scheduled for a Development Impact Committee (“DIC”) meeting on May 24, 2018. 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 once the applicant addresses outstanding comments.

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. The application will be scheduled for a Town Commission meeting.

IV. **TOWN DEPARTMENTS**

Code Compliance Division

A. Code Violation Cases: As of May 23, 2018, the total number of active, open cases being managed is 249; of these cases, 139 cases are still under investigation and are working

towards compliance; 6 cases are on-hold; 31 are in the Special Master hearing queue; 10 cases are in post-Special Magistrate action status; and 63 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: 55 cases have paid/settled through May 23, 2018 for a total collection of \$17,013.00.
- 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 April 30, 2018 – See Attachment "C"**

Police Department


A. May 2018 Significant Incidents/Arrests:

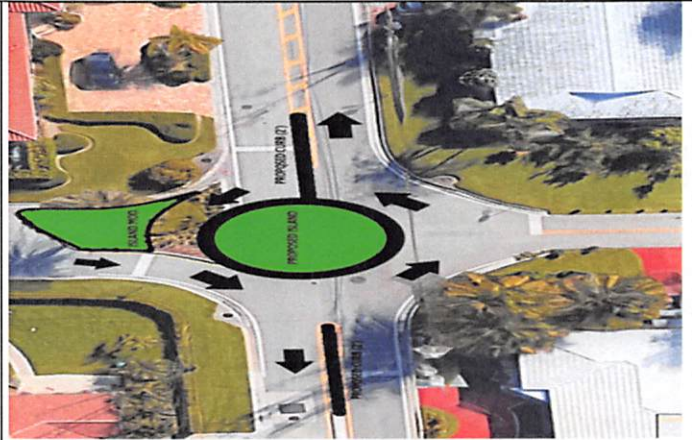
- Burglary Arrest - 05/09/2018 0800 hours: 9500 block of Collins Avenue. A suspicious male who was captured on surveillance video entering multiple apartments in the building and taking a beach chair from a balcony. The male was located and confessed to entering units and taking the chair.
- Hit and Run Arrest - 05/09/2018 1605 hours: 89th Street and Harding Avenue. The subject was arrested and charged with one count of leaving the scene of a crash with injuries.
- Stolen Vehicle Recovery - 05/15/2018 0753 hours: 600 block of 91st Street. An unoccupied suspicious vehicle was left running and was discovered to be a vehicle reported stolen from the City of Miami.
- Stolen Vehicle - 05/18/2018 0940 hours: 200 block of 88th Street. 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	On 04-27-2017, the traffic lanes in the 200 block of 95 Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95 Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane. As of Tuesday, 08-22-2017, the traffic flow in the 300 block of 95 th 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 95 th 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 95 th 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.

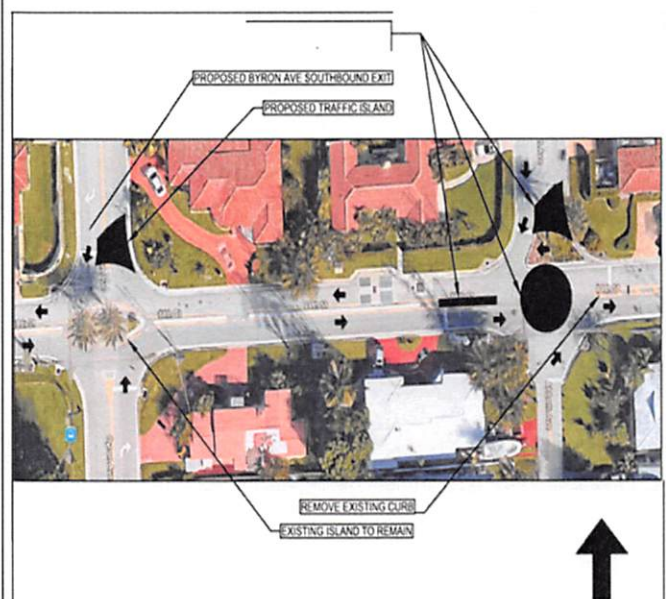
				
2		New Stop Signs at all intersections west of Harding Avenue	Closed	Public Works installed stop signs at the following locations: <ul style="list-style-type: none"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west)
3		New Stop Bar Reflectors	Closed	Installed
4		New Speed Bumps	Closed	New speed bumps have been installed at the following locations: <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 <ul style="list-style-type: none"> ○ Byron Avenue (northbound) at 88th Street 	In progress	<p>Requires study, Miami-Dade County and Miami Beach approval. Pending meetings / agreements.</p> <p>On Wednesday, 11-29-17, Town Manager, Chief Allen and PW Director Randy Stokes attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88th Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88th Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.</p> <p>The following traffic modification Project has been developed to improve the traffic flow at 88th Street and Abbott Avenue.</p>



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.

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.

In a Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88th Street & Abbott Avenue. A traffic circle at Abbott Avenue on 88th Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88th Street will prevent vehicles from traveling north on those avenues from 88th Street.



7		o 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, provided 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</u></p>
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				<p><u>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 at the June 12th, 2018, Town 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		<ul style="list-style-type: none"> ○ Evaluate Sidewalk Options 	Open	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
12		<p>Install traffic light at 96th Street & Abbott Avenue</p> <p>Eliminate left hand turn at 96th Street & Byron Avenue</p>	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>The 200 block of 90th Street has been converted to one-way traffic eastbound only. This new traffic pattern has</p>

				eliminated the hazard of vehicles traveling west across Harding Avenue at 90 th Street where a curve hindered line of sight for drivers.
14		Send demand letters to mapping companies Waze – Free Community-based GPS, Maps & Traffic Navigation App	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		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 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)

				<ul style="list-style-type: none"> • 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>In 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.</p> <p>On April 16th, 2018, Public Works returned the traffic pattern on 89th Street and 90th Street to two-way traffic west of Harding Avenue.</p> <p>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.</p>
16	Intermediate Term (7 – 18 months)	Design 91 st Street Improvements <ul style="list-style-type: none"> ○ Sidewalk, landscaping and buried utilities 	Open	Pending design and engineering cost estimates.
17		<ul style="list-style-type: none"> ○ Road closure of 95th 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		Gate the area west of Harding Avenue and create a special taxing district.	Open	This item is provided here as a place holder.
	Long Term (19+ months)			

#	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. Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General Manager of the hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.</p>

3	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	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.
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C. Police Events:

- The Police Department will host a Hurricane Preparedness and Emergency Operations Center Community Information Meeting on June 11th at 6:00 p.m. in the Commission Chambers.
- The Police Teen Summer Program in conjunction with the Parks and Recreation Teen Camp begins on June 14 and concludes on August 2 with a graduation for the teenagers. The presentations will include K-9, Crime Scene Investigation, Fundamentals of Law and visits to the Coast Guard Air Base and Fire Rescue Department Station 25 in Opa Locka and U.S. Customs and Borders at the Homestead Air Force Base.
- The Surfside Police Department will host a Mobile Department of Motor Vehicles event for residents to apply for and renew their driver's licenses on June 21 from 10:00 a.m. to 2:00 p.m. in the Commission Chambers.
- The monthly Bike with the Chief is June 27 at Town Hall at 5:00 p.m.
- Coffee with the Cops is June 28 at Starbucks at 10:00 a.m.

Respectfully submitted:

by: 

Guillermo Olmedillo, Town Manager



Town of Surfside, FL

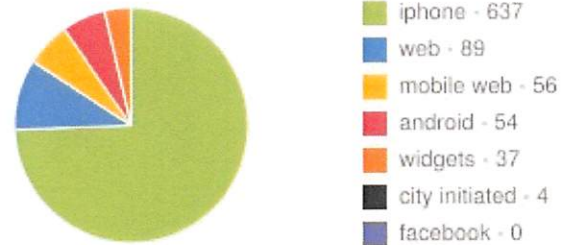
Between Jan 01, 2014 and May 22, 2018

877 requests were opened

870 requests were closed

The average time to close was 28.5 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	207	206	23.7
Beach Issue	141	140	24.3
Parking Issue	86	86	3.6
Code Compliance (Violation)	106	105	36.3
Police (Safety Concern)	73	73	8.7
Code Compliance (Safety Concern)	60	58	46.4
Street lights (PW)	40	40	168.8
Construction Issues	30	30	11.8
Utilities (Water/Sewer) (PW)	26	25	10.9
Drainage/Flooding (PW)	17	17	24.2
Solid Waste (Residential) (PW)	16	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	8.4
Pothole (PW)	5	5	31.7
Hawthorne Tot-Lot (P & R)	5	5	4.8
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

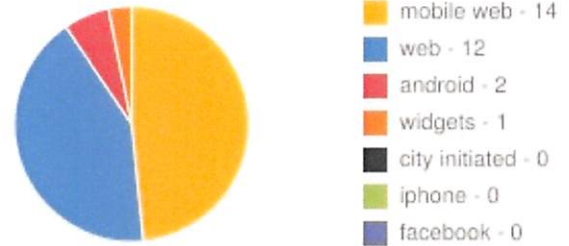
Between May 01, 2018 and May 22, 2018

29 requests were opened

28 requests were closed

The average time to close was 9.9 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Code Compliance (Violation)	11	11	4.8
Beach Issue	4	6	25.3
Construction Issues	3	3	0.7
Other	3	2	2.2
Code Compliance (Safety Concern)	3	1	5.1
Parking Issue	1	1	1.0
Hawthorne Tot-Lot (P & R)	1	1	3.5
Street lights (PW)	1	1	0.6
Drainage/Flooding (PW)	0	1	27.7
Solid Waste (Commercial) (PW)	0	1	29.0
Solid Waste (Residential) (PW)	1	0	0.0
Utilities (Water/Sewer) (PW)	1	0	0.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0

Beach Patrol	0	0	0.0
Community Center (P & R)	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



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

TO: Town Commission
FROM: Guillermo Olmedillo, Town Manager
DATE: May 24, 2018
SUBJECT: May Social Media Report

In May, as part of the Public Information Program, the Town's Public Information Representative launched a new monthly video series with Mayor Daniel Dietch to further 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 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.

MAY NEXTDOOR POSTS

5/1 (morning): Turtle nesting season begins today...

While most of Surfside's sea turtle nesting activity takes place in the summer months, nesting season officially begins on May 1. If you see an adult sea turtle or hatchling sea turtle on the beach, please keep in mind the following:

1. Do not report normal crawling or nesting to the Florida Fish and Wildlife Conservation Commission unless the turtle is in a dangerous situation or has wandered off the beach.
2. Steer clear of crawling or nesting sea turtles. Nesting is a critical stage in the sea turtle's life cycle. Please leave them undisturbed and never handle hatchling sea turtles.
3. If you see hatchlings wandering away from the ocean or beach, call: 1-888-404-FWCC or *FWC (Mobile Phone)

5/2: Miami Foundation Public Space Challenge – deadline is May 3!

Do you have an idea on how to improve walkability and public spaces in Surfside? If so, be sure to submit your ideas to the Miami Foundation's Public Space Challenge by **tomorrow, May 3** for a chance to win up to \$305,000 towards your proposed plan.

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.

To build momentum, you are encouraged to also share your ideas with @MiamiFoundation on Twitter and be sure to use the hashtag #MySurfsideFL #PublicSpaceChallenge. Good Luck!

5/8: Regular Town Commission meeting tonight at 7 p.m.

Please join us for our Regular Town Commission meeting, beginning at 7 p.m. tonight at Town Hall. For a full list of agenda items, visit: https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2018-commission-agenda/2018-05-08-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=95914d94_8

All residents are encouraged to attend. If unable to go, the Commission meeting will be live-streamed and can be viewed on the Town's website at www.townofsurfsidefl.gov.

5/10: Save the date: Surfside's first-ever Paddletopia festival on May 19 & 20

Head to Surfside for the town's first-ever Paddletopia. Presented by Surfside's Tourism Bureau, this groovy two-day festival will transform the 96th Street waterfront park in *Miami's Uptown Beachtown* into a FREE weekend-long festival with paddle boarding, wellness brands, fitness demos, healthy snacks and family activities from 10 a.m. to 2p.m. on May 19 & 20, 2018.

Paddletopia will feature stand-up paddle boarding along the intracoastal; wellness expo with fitness classes and family boot camp by Sweat Studio Miami; an eco-fashion showcase courtesy of tropical knitwear label KRELwear and Pink Coral Miami; live DJ; "chill out" lounges under colorful pergola tents and much more. Stay fueled with healthy fare available for purchase from a retrofitted vintage trailer, as well as free smoothie and juice samples from Maison Meneau and Raw Republic, and veggie ice cream scoops by Peekaboo Ice Cream.

Complimentary paddle boards in partnership with Miami Beach Paddle Board and kayaks will be available to use at a pop-up dock on the waterway, bordering the park. Additional kids' activities will include an eco-friendly ball pit, a graffiti "train" where children can decorate an inflatable subway car, and a fishing pond. Participants can also enter into contests for a chance to win neat prizes and giveaways.

Admission to Paddletopia is FREE and open to the public.

For updates, visit www.visitsurfsidefl.com. Also, be sure to register for a paddleboard time here: <https://www.eventbrite.com/e/paddletopia-a-paddleboard-festival-tickets-44341108449>

5/14: Roundtable discussion with Surfside Mayor Dietch on Wed., May 16

Wondering what is on the Mayor's mind? Do you have any pressing questions or community concerns you would like to address with Mayor Daniel Dietch? If so, be sure to attend next Wednesday's Town Hall meeting in the Commission Chambers at 6 p.m. on May 16.

5/15: Seaweed and its benefits

Dear residents,

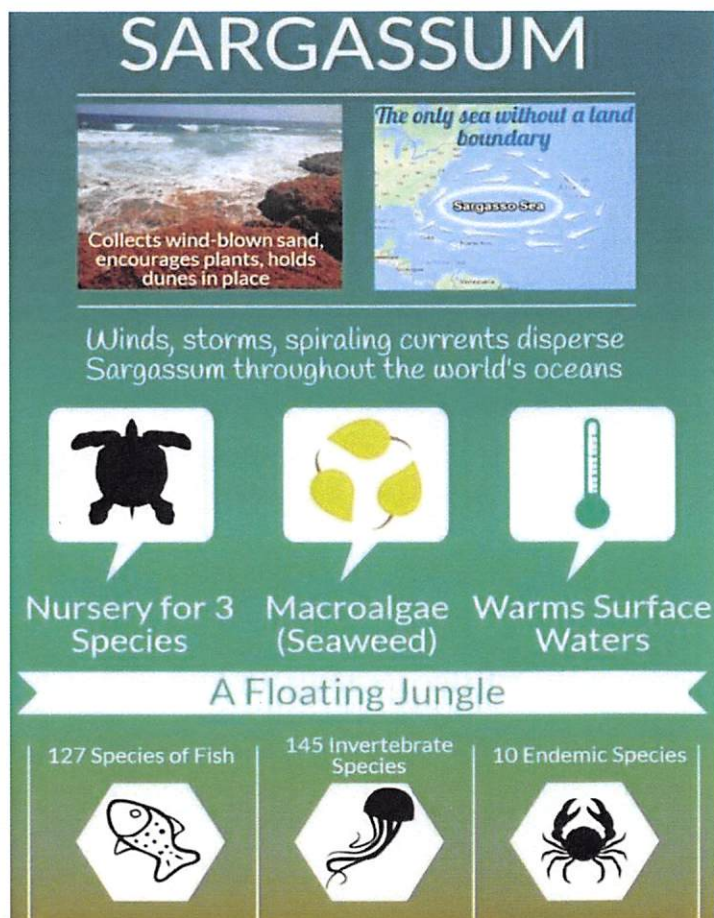
We want to share with you a helpful conversation we had with a biologist at the Florida Fishing and Wildlife Conservation Commission on seaweed and its benefits. According to biologist Kristen Sella, "the natural beach wrack (seaweed) helps build up the beach and also contains forage materials for shore birds and other organisms." It's typically beneficial for nesting turtles as well.

Here is a web link with additional educational materials from the FFWCC:
<http://myfwc.com/conservation/special-initiatives/cwci/coastal-tool-shed/education/>

Here is also a helpful article: <http://flaglersurf.com/blog/2017/11/03/sagarssum-seaweed-the-turtles-love-it-and-so-should-you/>

We've also attached a great graphic provided to us by resident Jennifer Rotker. Thank you.

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5/15: Swimming Advisory in Surfside at Collins Avenue and 93rd Street

Please be advised, Miami-Dade has issued a Swimming Advisory at Surfside Beach (Collins Avenue and 93rd Street.)

Samples of beach water collected at Surfside Beach (Collins Avenue and 93rd Street) did not meet the recreational water quality standard for enterococci. By state regulation, the Florida Department of Health in Miami-Dade County is required to issue an advisory to inform the public in a specific area when this standard is not met. An advisory has been issued because two consecutive samples collected at this beach exceeded the Federal and State recommended standard for enterococci (greater than 70 colony forming units of enterococci per 100 mL for a single sample.)

Water quality will be tested daily until the all-clear is given.

The advisory issued recommends not swimming at this location at this time. The results of the sampling indicate that water contact may pose an increased risk of illness, particularly for susceptible individuals.

The Florida Department of Health in Miami-Dade County has been conducting marine beach water quality monitoring at 17 sites, including the beach site at Surfside Beach (Collins Avenue and 93rd Street) weekly since August 2002, through the Florida Healthy Beaches Program. The sampling sites are selected based on the frequency and intensity of recreational water use and the proximity to pollution sources. The water samples are being analyzed for enteric bacteria

enterococci that normally inhabit the intestinal tract of humans and animals, and which may cause human disease, infections or illness. The prevalence of enteric bacteria is an indicator of fecal pollution, which may come from stormwater run-off, wildlife, pets and human sewage. The purpose of the Florida Healthy Beaches program is to determine whether Florida has significant beach water quality concerns.

For more information, please visit the Florida Healthy Beaches Program Website: <http://www.flhealth.gov> and select "Beach Water Quality", from the Environmental Health Topics List.

5/16: Message from Mayor Dietch on tonight's Town Hall meeting. See everyone there!

Tonight at 6 p.m., Mayor Daniel Dietch will host a Town Hall meeting and roundtable discussion to learn about matters most important to our Surfside residents. Please click on the enclosed web link for a special message from Mayor Dietch.

The meeting will take place in the second floor Commission Chambers at 9293 Harding Avenue. Look forward to seeing everyone there!

<https://www.townofsurfsidefl.gov/news-and-events/news-detail/2018/05/14/mayors-town-hall-meeting-message>

5/16: Swim advisory lifted

Please note the swim advisory has been lifted for Surfside's beach. Thank you.

5/17: Hazardous waste drop-off to take place today, May 17

Surfside residents are encouraged to drop off hazardous waste products at Town Hall from noon to 6 p.m. today, May 17. The guidelines are as follows:

- All materials must be sealed tightly to avoid spills
- Loose materials, like batteries, must be bagged
- All bio-hazardous waste/medical waste (sharps) must be secured and placed into the sharps container by the resident

The Public Works Department reserves the right to refuse material if the guidelines are not followed. Public Works staff will be happy to assist, but for safety will be unable to directly handle any incoming materials. For further information, contact Public Works at (305) 861-4863.

5/19: Paddletopia festival heads to Surfside this weekend!

Rain or shine, Surfside's Tourism Bureau is presenting the town's first-ever Paddletopia festival from 10 a.m. to 2 p.m. this weekend, May 19 & 20. You don't want to miss this groovy two-day affair, which has transformed the 96th Street waterfront park into a weekend-long festival with stand-up paddleboarding, wellness brands, fitness demos, healthy snacks and family activities. Admission to Paddletopia is free and open to the public.

For further information, visit: <https://www.eventbrite.com/e/paddletopia-a-paddleboard-festival-tickets-44341108449>

5/22: Fiscal Year 2018-2019 Budget workshop today, May 22

It's time to talk finances. Please join us for the Fiscal Year 2018-2019 Budget Goals & Objectives workshop, beginning at 6:15 p.m. today, May 22 at Town Hall. All residents are welcome to attend.

5/23: Night of the Arts at 6 p.m. today!

Enjoy a Night of the Arts at 6 p.m. at Surfside's Community Center. This special evening will feature art and music provided by the students of Ruth K. Broad Bay Harbor K-8 Center and Nautilus Middle School. For more information, call (305) 866-3635.

5/25: Memorial Day Ceremony on Mon., May 28

Pay tribute to the men and women who sacrificed their lives while fighting for our country during the Town of Surfside's annual Memorial Day ceremony. Festivities will take place starting at 10 a.m. on Monday, May 28 at Veterans Park, located at 8791 Collins Avenue. The event will include Presentation of Colors, Local Scout Troops, as well as special guests. Light refreshments will be served.

We proudly salute our Surfside residents who have either served or are currently active in the military. Thank you for your service.

For more information, contact the Parks & Recreation Department at (305) 866-3635 or visit www.townofsurfsidefl.gov

5/28: Town Hall closed in observance of Memorial Day

Please be advised Town Hall will be closed in observance of Memorial Day today. All Parks & Recreation facilities will remain open during regularly scheduled hours.

Additionally, Surfsiders are invited to attend the Town's annual Memorial Day ceremony, starting at 10 a.m. today at Veterans Park, located at 8791 Collins Avenue. For more information, visit www.townofsurfsidefl.gov.

5/30: Surfside Police Department community events....

Take a leisurely spin through town with Surfside Police Chief David Allen and his staff during this month's Bike with the Chief. The group will leave from Town Hall at 5:00 p.m. today, May 30.

Also, enjoy favorite morning brews and good conversation during Coffee with the Cops at the Surfside Starbucks at 10:00 a.m. tomorrow, May 31.

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

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY

FISCAL YEAR 2017/2018

AS OF

April 30, 2018

58% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: June 12, 2018

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
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GENERAL FUND

REVENUE	\$ 12,489,260	\$14,598,096	86%
EXPENDITURES	7,351,446	\$14,598,096	50%
Net Change in Fund Balance	5,137,814		
Fund Balance-September 30, 2017 (Unaudited)	6,761,539 ^A		
Fund Balance-April 30, 2018 (Reserves)	<u>\$ 11,899,353</u>		

TOURIST RESORT FUND

REVENUE	\$ 618,805 ^B	\$1,081,553	57%
EXPENDITURES	736,737	\$1,081,553	68%
Net Change in Fund Balance	(117,932)		
Fund Balance-September 30, 2017 (Unaudited)	285,014		
Fund Balance-April 30, 2018 (Reserves)	<u>\$ 167,082</u>		

POLICE FORFEITURE FUND

REVENUE	\$ 27,424	\$78,192	35%
EXPENDITURES	23,038	\$78,192	29%
Net Change in Fund Balance	\$ 4,386		
Fund Balance-September 30, 2017 (Unaudited)	164,933		
Fund Balance-April 30, 2018 (Reserves)	<u>\$ 169,319</u>		

TRANSPORTATION SURTAX FUND

REVENUE	\$ 129,114	\$434,250	30%
EXPENDITURES	222,811	\$434,250	51%
Net Change in Fund Balance	(93,697)		
Fund Balance-September 30, 2017 (Unaudited)	388,362		
Fund Balance-April 30, 2018 (Reserves)	<u>\$ 294,665</u>		

BUILDING FUND

REVENUE	\$ 1,671,522	\$1,657,000	101%
EXPENDITURES	597,146	\$1,657,000	36%
Net Change in Fund Balance	1,074,376		
Fund Balance-September 30, 2017 (Unaudited)	1,743,093		
Fund Balance-April 30, 2018 (Reserves)	<u>\$ 2,817,469</u>		

CAPITAL PROJECTS FUND

REVENUE	\$ 962,262	\$1,552,911	62%
EXPENDITURES	69,549	\$1,552,911	4%
Net Change in Fund Balance	892,713		
Fund Balance-September 30, 2017 (Unaudited)	176,367		
Fund Balance-April 30, 2018 (Reserves)	<u>\$ 1,069,080</u>		

NOTES:

* Many revenues for April 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 April 2018 is \$1,805,916 (\$618,805 is the Tourist Resort Fund and \$1,187,111 is the General Fund).

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

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

WATER & SEWER FUND

REVENUE	\$ 2,323,740	\$3,677,158	63%
EXPENDITURES	1,544,610	\$3,677,158	42%
Change in Net Position	779,130		
Unrestricted Net Position-September 30, 2017 (Unaudited)	(1,724,868)		
Unrestricted Net Position-March 31, 2018 (Reserves)	<u>\$ (945,738) C1</u>		

MUNICIPAL PARKING FUND

REVENUE	\$ 746,051	\$1,203,158	62%
EXPENDITURES	552,880	\$1,203,158	46%
Change in Net Position	193,171		
Unrestricted Net Position-September 30, 2017 (Unaudited)	3,251,252		
Unrestricted Net Position-March 31, 2018 (Reserves)	<u>\$ 3,444,423</u>		

SOLID WASTE FUND

REVENUE	\$ 1,193,698	\$1,767,886	68%
EXPENDITURES	996,256	\$1,767,886	56%
Change in Net Position	197,442		
Unrestricted Net Position-September 30, 2017 (Unaudited)	482,432		
Unrestricted Net Position-March 31, 2018 (Reserves)	<u>\$ 679,874</u>		

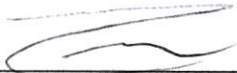
STORMWATER FUND

REVENUE	\$ 369,444	\$691,330	53%
EXPENDITURES	195,278	\$691,330	28%
Change in Net Position	174,166		
Unrestricted Net Position-September 30, 2017 (Unaudited)	2,261,554		
Restricted Net Position	347,140 C2		
Unrestricted Net Position-March 31, 2018 (Reserves)	<u>\$ 2,782,860</u>		

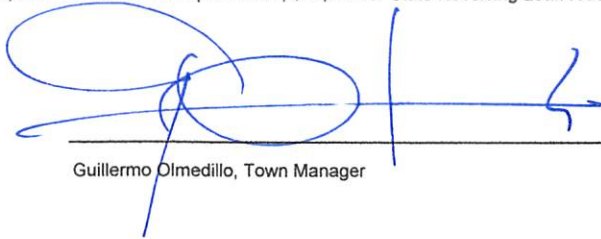
NOTES:(con't)

C1. The reserves balance of (\$945,738) is the result of a change in current net position as of April 2018 of \$779,130, 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)
4/30/2018

FUND	9/30/2015	9/30/2016	9/30/2017	4/30/2018
General	\$ 5,905,726 \$	7,368,408 \$	6,761,539 \$	11,899,353
Tourist Resort	339,396	363,407	285,014	167,082
Police Forfeiture	113,431	141,755	164,933	169,319
Transportation Surtax	440,662	354,264	388,362	294,665
Building	-	-	1,743,093	2,817,469
Capital Projects	182,903	1,154,352	176,367	1,069,080
Water & Sewer	(2,705,871)	(2,827,890)	(1,724,868)	(945,738)
Municipal Parking	1,089,165	1,111,941	3,251,252	3,444,423
Solid Waste	340,391	245,941	482,432	679,874
Stormwater	4,051,768	3,392,370	2,261,554	2,782,860
Total	\$ 9,757,571 \$	11,304,548 \$	13,789,678 \$	22,378,387



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: June 4, 2018

SUBJECT: Office of the Town Attorney Report for June 12, 2018

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

May 1, 2018 - Special Commission Meeting on Beach Furniture

May 8, 2018 - Town Commission Meeting

May 14, 2018 - Tourist Board Meeting

May 22, 2018 - Special Commission Meeting & Budget Goals and Objectives Workshop

May 24, 2018 - DIC Meeting

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

Commission support:

Attorneys of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We appreciate your support as we 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, negotiation and preparation, unsolicited proposal for public-private partnership (P3) process and Statute. 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, attend Code Enforcement Hearings, building permit and enforcement issues, subpoenas, 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 Cone 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
- Comprehensive Plan Amendments
- Parking Waiver Ordinance for Business District
- Solid Waste Service Assessment Ordinance

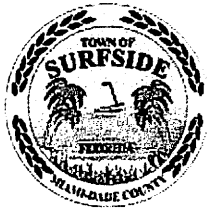
Litigation:

Victor May v. Sandra Novoa, Daniel Edward Dietch, Daniel Gielchinsky, Barry Richard Cohen, Michael Karukin, Tina Paul, Guillermo Olmedillo, Weiss Serota Helfman Cole & Bierman, P.L., Alexander Boksner, Christina White, Miami-Dade County Supervisor of Elections, et al. Case

No. 2018 – 13373-CA-01, Circuit Court, Eleventh Judicial Circuit, Miami-Dade County, Florida. On April 25, 2018, the County Court (Case No. 2018-04205-CC-05) entered an order granting Defendants', Sandra Novoa's and Christina White's Motions to Dismiss the first election challenge case for lack of subject matter jurisdiction. The case was dismissed and is no longer before the County Court. On April 27, 2018, Plaintiff Victor May filed a new lawsuit in Circuit Court seeking to challenge the March 20, 2018 general election alleging election code breaches, and adding various counts or claims including, Misfeasance in Code Compliance, Transparency Act Violations, Water Billing Overcharge and Outside Employment Bonds. On May 24, 2018, the Court entered an Order denying various motions filed by Plaintiff May, including Motion to stop, delay or otherwise cease the government of Surfside, Motion to suspend attorneys, Motion for default, Motion to stop obstruction or delay by attorneys, and entered an Order in favor of Defendants granting a protective order in part. The case is still pending before the Circuit Court.

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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 evaluation of unsolicited proposals for the Abbot Lot and Town Hall Parcel, 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

TOURIST BOARD MEETING MINUTES

March 5, 2018 – 5:30 p.m.

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

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Chair Barbara Cohen at 5:31 p.m.

The following were present:

Chair Barbara Cohen
Board Member Jeff Lehman
Board Member Charles Ness

Absent:

Vice Chair Jessica Weiss
Secretary Marianne Meischeid

Also present:

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

2. **Welcome – Chair Barbara Cohen**

Chair Barbara Cohen welcomed everyone to the meeting.

3. **Approval of Minutes: February 5, 2018**

Board Member Lehman made a motion to approve the minutes as written. The motion was seconded by Board Member Ness and all voted in favor.

4. **A/R (Resort Tax)**

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

Discussion Items

5. **Third Thursdays Update: sand sculpture, visitor email list and data capture, preparation for March 15th pet night.**

Tourism Director Fast provided an update to the Board regarding the Third Thursdays event, repairs to the sand sculpture and preparations for the upcoming Third Thursdays “pet night” event on March 15th.

Marketing & Special Projects Coordinator Trigueros provided information on the data capture for the first two Third Thursday events.

6. Food Media Tour – In collaboration with Pinzur PR, select food media for a progressive lunch tour April 10th.

Tourism Director Fast presented the item to the Board. She explained that the progressive dinner would include 8-12 journalists at approximately 4-5 restaurants depending on who's willing to participate and there would be a local host to give the tour.

Rachel Pinzur of Pinzur Communications provided some information on the event and answered questions from the Board members.

After some discussion, there was consensus from the Board for staff to move forward with this event.

7. Turtle Collateral for visitors – Commissioner Paul's proposal.

Commissioner Tina Paul provided some information on ways to implement sea turtle awareness.

Discussion ensued on different ways to bring awareness of sea turtles and nesting season to Town in hotels and local businesses such as brochures, coloring books and coloring pages.

Board Member Lehman made a motion for staff to investigate possibilities for printing, video, and distribution on sea turtle awareness. The motion was seconded by Board member Ness which passed 3-0 on roll call vote.

8. Tourism Appreciation Month – May is Tourism Appreciation Month, did we want to do anything special for the hotels & business district?

Tourism Director Fast presented the item to the Board and asked for input and suggestions.

The Board suggested doing the same recognition that was done for the hotels after Hurricane Irma with ice cream and coffee and to also include the different hotel shifts in the recognition.

9. Straw-Ban – Workshop for restaurants & hotels affected.

Tourism Director Fast proposed holding a workshop with the local hotels and businesses to spread awareness on the banning of plastic straws.

After some discussion, there was consensus for the awareness efforts on the banning of plastic straws to be made by going door-to-door to the local hotels and businesses.

10. Lifeguard & Lifeguard Stand: Update on Process.

Tourism Director Fast advised the Board that at the last Parks and Recreation Committee meeting, the Committee members did not see the additional lifeguard stand as a life safety issue and decided not to move forward with an additional lifeguard stand.

Discussion ensued regarding damages made to the current lifeguard stand due to beach erosion and high tides.

11. Next Tourist Board Meeting: Monday, April 9, 2018 at 5:30pm

Chair Barbara Cohen advised the Board that the next meeting is on April 9, 2018 at 5:30pm.

12. Public Comments

Public Speakers:

- George Kousouslas of 9225 Collins Avenue

- Victor May of 9117 Froude Avenue
- Michael Karukin of 9365 Abbott Avenue

Tourism Director Fast advised the Board that the photoshoot was postponed due to the erosion of the beach and also reported on the Shoreside Saga event that took place at the Community Center.

Discussion ensued regarding the engagement of the business district.

13. Adjournment

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

The meeting adjourned at 6:46 p.m.

Respectfully submitted:

Accepted this 14th day of May, 2018


Barbara Cohen, Chair

Attest:

Elora Riera, CMC
Deputy Town Clerk



Town of Surfside

PARKS & RECREATION COMMITTEE MEETING MINUTES

April 16, 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 7:05 p.m.

The following were present:

Chair Retta Logan
Vice Chair Eliana Salzhauer*
Committee Member Zoya P. Javier
Committee Member Louisa Agresti
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 Javier made a motion to approve the minutes. The motion was seconded by Committee Member Danzinger and all voted in favor with Vice Chair Salzhauer absent.

3. Committee Appointments

This item was heard after item #6.

Parks & Recreation Director Milian welcomed new Committee Member Louisa Agresti.

Committee Member Agresti introduced herself and stated that she is happy to be serving on the Committee again.

4. Spring Events Review

This item was heard after item #2.

Parks & Recreation Director Milian reported on the Spring events that took place. He mentioned that the pool will be closed from April 23rd to the 26th for maintenance.

5. Spring Camp Review

This item was heard before item #3.

Parks & Recreation Director Milian commented that the camp was great and they were completely full. Due to the wind, most events were done indoors.

6. Summer Camp

This item was heard after item #5.

Parks & Recreation Director Milian stated that summer camp registration started today. He commented that the Department made some changes to make registering more efficient based on feedback from parents.

*Vice Chair Salzhauer arrived at 7:09 p.m.

7. Temporary Lifeguard Stand Update

This item was heard after item #4.

Parks & Recreation Director Milian provided an update on the temporary lifeguard stand. He commented that after visiting the stand in Delray Beach they decided not to purchase it. The Public Works Department is currently building a temporary stand on the beach and the dollars being spent on the stand are going towards FEMA reimbursement.

Parks & Recreation Director Milian explained that over the weekend, the Public Works Department had to move the stand 300 yards due to high tides which raised some concerns from the condominium owners. The stand has since been moved to another location in front of the Community Center to continue building.

8. Public Comments

Committee Member Danzinger made a motion to add an item to the agenda regarding additional Parks and Recreation pages to the Gazette. Passing the gavel, the motion was seconded by Chair Logan and all voted in favor.

Committee Member Danzinger commented that he believes there should be pages in the Gazette to recognize Parks and Recreation events, activities and achievements such as lifeguards or summer camp staff.

Discussion ensued regarding the addition of pages for the Parks and Recreation events, activities and achievements.

Parks & Recreation Director Milian stated that he will work with his staff to see if the current Parks and Recreation pages can be edited to include what the Committee is requesting. If it cannot, he will speak with the Town Manager regarding the addition of pages for his department.

Vice Chair Salzhauer inquired about adding sand to the beach and Commissioner Paul replied that since turtle season is a couple of weeks away, sand will not be added to the beach during that time. Committee Member Javier inquired about a summer camp meet and greet and Parks & Recreation Director Milian replied that he will look into it.

9. Adjournment

Vice Chair Salzhauer made a motion to adjourn the meeting at 7:57 p.m. The motion received a second from Committee Member Danzinger and all voted in favor.

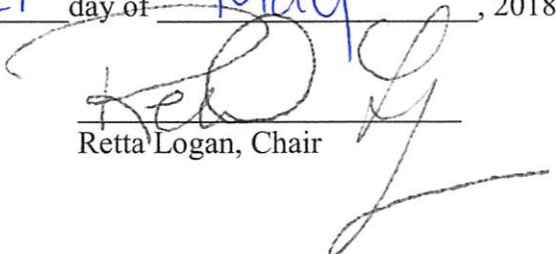
Respectfully submitted:

Accepted this 21st day of May, 2018

Attest:



Elora Riera, CMC
Deputy Town Clerk



Retta Logan, Chair



Town of Surfside

TOURIST BOARD MEETING MINUTES

May 14, 2018 – 5:30 p.m.

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

Opening Items:

1. Call to Order/Roll Call

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

The following were present: Chair Barbara Cohen
Board Member Jeff Lehman
Board Member MaryAnna Estomba

Absent: Board Member Jennifer Brilliant

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

2. Welcome – Chair Barbara Cohen

Chair Barbara Cohen welcomed everyone to the meeting.

3. Nominations & Elections for Chairman and Vice Chair

Passing the gavel, Chair Barbara Cohen made a motion to nominate herself as Chair. The motion was seconded by Board Member Lehman and all voted in favor.

Chair Barbara Cohen made a motion to nominate Jeff Lehman as Vice Chair. The motion was seconded by Board Member Estomba and all voted in favor.

4. Approval of Minutes: March 5, 2018

Vice Chair Lehman made a motion to approve the minutes as written. The motion was seconded by Board Member Estomba and all voted in favor.

5. A/R (Resort Tax)

The A/R resort tax spreadsheets were provided to the Board for their information. Vice Chair Lehman requested that the collection period be added to the report and Tourism Director Fast responded that it will be included moving forward.

Discussion Items

6. Final Funding for Visit Florida: \$76M

Tourism Director Fast reported that in previous discussions the Board was encouraged to send a letter to the Legislature and after some negotiations Visit Florida received \$76M for Tourism.

7. Quarterly Update – Jacober Creative + Pinzur Communications

Luisa Jimenez of Jacober Creative and Rachel Pinzur of Pinzur Communications presented the second quarter update and answered questions from the Board Members.

8. March 8th Campaign Photoshoot Results – Jacober Creative

Ms. Jimenez provided an overview of the campaign photoshoot that took place on March 8th and presented a short video of a behind the scenes look at the photoshoot and distributed a magazine of photos from the photoshoot.

9. Third Thursdays Event Series Recap – Creative State

David Wilson and Taylor Dante of Creative State provided a PowerPoint presentation with an overview of the Third Thursdays event series and answered questions from the Board Members.

Luisa Jimenez of Jacober Creative provided an overview of the social media engagement for the Third Thursdays event series and answered questions from the Board Members.

Rachel Pinzur of Pinzur Communications provided an overview of the media coverage during the Third Thursdays event series and answered questions from the Board Members.

10. April Food Media Tour Results – Pinzur Communications

Rachel Pinzur of Pinzur Communications provided a PowerPoint presentation with an overview of the results from the food media tour and answered questions from the Board Members.

11. First Fridays Event Series – Sara Liss

Sara Liss of Friday Beach, LLC provided a PowerPoint presentation of an overview of the First Fridays event series and themes and what the events will look like.

12. Steering Committee for Re-Launch of Downtown Vision Advisory Committee (DVAC) for Harding Avenue Downtown District.

Tourism Director Fast commented that the Mayor has initiated conversations with property owners and business owners. A Steering Committee of three members have been working on the overarching agenda for the Downtown Vision Advisory Committee (DVAC). She suggested that a Tourist Board member participate as a Liaison in the larger DVAC meetings.

After some discussion, there was consensus to defer this item to next month to appoint a Liaison when more members are present.

13. Turtle Collateral Proposal

This item was discussed after item #15.

Tourism Director Fast provided brief overview of the item and how it came about. She commented that the proposals that she has received in terms of the design is \$5,100 and the print quotes have been between \$1,000 and \$1,800.

Tourism Director Fast Tourism Director Fast would like to create a comprehensive plan for distribution as well as build it into the next fiscal year budget due to lack of availability in current year contingency fund. She received positive consensus from the Board.

14. Release of Marketing Services RFP on May 1

Tourism Director Fast commented that the marketing services RFP has gone out for bid. There is a mandatory Pre-RFP submission conference on Wednesday, May 16th and she is hoping for a great turnout.

15. Contingency Fund Update

Tourism Director Fast mentioned that the Board had previously set aside contingency funds for initiatives and provided a spreadsheet of some of the previously allocated funds and some other topics for discussion.

After some discussion, Vice Chair Lehman made a motion to approve the \$16,157 additional funds against the contingency fund. The motion was seconded by Board Member Estomba and all voted in favor.

16. Status Update of Digital Application

Tourism Director Fast deferred this item.

17. Tourism Appreciation Week Update

Tourism Director Fast presented a PowerPoint presentation of the visits they made to the hotels to recognize the staff as part of Tourism Appreciation Week.

18. Recap of Second Quarter Tourism Business Enhancement Program at Community Center April 30th

Frank Trigueros provided a PowerPoint presentation of the business enhancement program that was held at the Community Center on April 30th. He commented that the turnout was low and many people forgot about the event.

Discussion ensued regarding how to engage with the businesses.

Sara Liss inquired if this program could be opened up to residents who do not own a business in Surfside but who own small businesses and Tourism Director Fast replied that she is more than happy to work with them as well.

19. Paddletopia Preparations for May 19 & 20th Event

Tourism Director Fast commented that the Paddletopia event is this weekend. She is excited for the event. Sara Liss has worked very hard for this event and they are hoping for great weather.

20. Bal Harbour Resort Tax Committee Meeting Update

Tourism Director Fast commented that she attended the Bal Harbour Resort Tax meeting last week and they are very open to partnering with the Town of Surfside's Tourist Board and she looks forward to what can be done together.

21. Next Tourist Board Meeting: Monday, June 4, 2018 at 5:30pm

Chair Barbara Cohen advised the Board that the next meeting is on June 4, 2018 at 5:30pm.

22. Public Comments

There were no public comments.

23. Adjournment

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

The meeting adjourned at 7:52 p.m.

Respectfully submitted:

Accepted this 4th day of June, 2018


Barbara Cohen, Chair

Attest:


Elora Riera, CMC
Deputy Town Clerk



Town of Surfside Commission Communication

Agenda Item # 3E

Date: June 12, 2018

Subject: Approve After the Fact Resolution to purchase a 2017 5500 Dodge Ram.

Background: On May 8, 2018, the Town Commission approved the resolution to purchase a 2019 Lift Truck from TruckMax in the amount of \$117,653.00. After the approved resolution, Public Works was able to negotiate a more cost effective alternative at a savings of approximately \$7,000.00, which serves the departments' needs with the same purpose. The new purchase is a different make and model with the same bucket truck specifications.

Analysis: The alternative vehicle purchased after the fact is in stock and available, while the approved resolution vehicle would take approximately 150 days to build and produce. Having the truck immediately available will best serve the departments' needs during hurricane season.

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 after the fact purchase of a 2017 5500 Dodge Ram for a cost not to exceed \$120,000.


Guillermo Olmedillo, Town Manager


CW/RS/HG/FD

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RESCINDING RESOLUTION 18-2508 RELATING TO THE PURCHASE OF A LIFT TRUCK; RATIFYING AND APPROVING THE PURCHASE OF A 2017 DODGE RAM LIFT TRUCK FOR THE PUBLIC WORKS DEPARTMENT AND EXPENDITURE OF FUNDS IN AN AMOUNT 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, on May 8, 2018, the Town of Surfside (“Town”) passed Resolution No. 18-2508 authorizing the purchase of a Ford lift truck for the Town’s Public Works Department (“Department”); and

WHEREAS, subsequent to the adoption of Resolution No. 18-2508, the Department was notified that the Ford truck would take 150 days to build to completion, and the Department was able to negotiate a more cost effective price for an equal alternative that would be available immediately and able to serve the needs of the Department; and

WHEREAS, due to time being of the essence, the Department purchased a 2017 Dodge Ram 5500 Chassis Cab lift truck (“Vehicle”) for the terms and pricing as 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 Department; and

WHEREAS, the Town Commission desires to rescind Resolution 18-2508 approving the purchase of the Ford truck, and ratify and approve the purchase of the Vehicle; and

WHEREAS, it is in the best interest of the Town to ratify and approve the purchase of the Vehicle and expenditure of funds in an amount 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. Rescinding Resolution 18-2508. The Town Commission hereby rescinds Resolution 18-2508 and the purchase of the Ford lift truck previously authorized.

Section 3. Ratification and Approval of Vehicle Purchase. The purchase of the Vehicle pursuant to the Purchase Order attached hereto as Exhibit "A", in an amount not to exceed \$120,000.00, is hereby ratified and approved.

Section 4. 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 Department.

Section 5. 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 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of June, 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



PURCHASE ORDER
TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

EXHIBIT "A"

No 11772

This Number Must Be
Shown on Delivery Ticket,
Invoice and Statement

Check # _____

Check Date _____

TRUCKMAX
29120 S. FEDERAL HIGHWAY
HOMESTEAD, FL.33033

OFFICE OF THE TOWN MANAGER


TOWN OF SURFSIDE

Date _____

SHIP VIA

F.O.B.

TERMS:

QUANTITY	DESCRIPTION AND SPECIFICATIONS	UNIT PRICE	TOTAL
	2017 DODGE RAM 5500 DTAX-39-FP DUR-A-LIFT - LIFT TRUCK VIN: 3C7WRNBL5HG653714 WHITE		\$110,640.00
	TOTAL		\$110,640.00
DEPT. PUBLIC WORKS 3620 ACCT.# 001-5000-539-6410 VENDOR# NEW I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.  DEPARTMENT HEAD			

IMPORTANT: Mail Invoices showing Purchase Order number to Accounting Department,
Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager



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

COMMISSION COMMUNICATION

Agenda Item # – 3F

Date – May 23, 2018

Subject – Postage Machine Lease

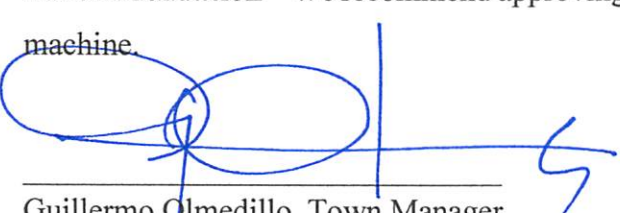
Background – The Town is replacing an older postage machine with a newer version. The current analog machine has a decertified scale and is requiring repairs, but is still under lease. The replacement machine is digital and comes with full maintenance. The machine will be leased through Wells Fargo. The vendor is applying a \$3,000.00 credit to buy out the existing lease payments. The postage machine is essential to the Town's operations.

Analysis – The machine will cost \$125 per month (which is the current lease payment) plus another \$52 per month for the postage meter and maintenance on the machine. The lease will be for 63 months for a total of \$7,875. The maintenance and meter charges, not including the actual postage, will also be for 63 months for a total of \$3,276. The total cost over 63 months will be \$11,151. The annual cost is \$2,124.

Budget Impact – There is an additional net cost of \$52.00 per month for maintenance.

Staff Impact – N/A

Recommendation – We recommend approving the acquisition, lease, and maintenance on the new machine.


Guillermo Olmedillo, Town Manager


CW/ RS/ FD

RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING A SERVICE
CONTRACT WITH POSTALOGIC, LLC AND AN
EQUIPMENT LEASE AGREEMENT WITH WELLS FARGO
VENDOR FINANCIAL SERVICES, LLC FOR MAIL
PROCESSING EQUIPMENT; PROVIDING FOR
AUTHORIZATION AND IMPLEMENTATION OF THE
AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Town of Surfside (“Town”) wishes to upgrade its United States Postal Service mail processing equipment to a digital system (“Equipment”) serviced by Postallogic, LLC (“Postallogic”) and leased by Wells Fargo Vendor Financial Services, LLC (“Wells Fargo”); and

WHEREAS, Postallogic has agreed to provide service on the Equipment, pursuant to the Service Contract as attached hereto as Exhibit “A” (“Service Contract”); and

WHEREAS, Wells Fargo has financed the Equipment and has agreed to provide the Equipment based on the terms and pricing set forth in the Lease Agreement attached hereto as Exhibit “B” (“Equipment Lease”); and

WHEREAS, the Town Commission finds that the acquisition of the Equipment is necessary and is in the best interest and welfare of the Town and wishes to approve the Service Contract and the Equipment Lease, in substantially the forms attached hereto as Exhibit “A” and Exhibit “B” respectively.

**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 Service Contract between the Town and Postallogic, substantially in the form attached hereto as Exhibit “A,” is hereby approved. The Equipment Lease between the Town and Wells Fargo, substantially in the form attached hereto as Exhibit “B,” is hereby approved. The Town Commission authorizes the Town Manager to execute the Service Contract and Equipment Lease on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

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

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

PASSED AND ADOPTED this 12th day of June, 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



ORDER AGREEMENT

page 1 of 2



Taken By: _____ Rep ID#: _____

Order Date: _____ Customer PO: _____

Customer Information: ☒ Current Customer ☐ New Customer ☐ New Location
Ship-to: Bill-to:

TOWN OF SURFSIDE

9293 HARDING AVE

SURFSIDE, FL 33154

Contact: MAYTE GAMIOTEA

PH: 305-861-4863

FX: _____

Email: MGAMIOTEA@TOWNOFSURFSIDEFL.GOV

Tax ID #: 59-6000434

Attn: MARTA CARTA Lily Arango

PH: _____

FX: _____

MARTA@TOWNOFSURFSIDEFL.GOV

Order Type: ☐ Purchase ☒ Lease Co: _____ ☐ Rental ☐ Demo

Special Instructions: USPS UPGRADE FROM ANALOG TO DIGITAL & WIFI

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1		POSTBASE30 DIGITAL SEMI-AUTOMATIC MAIL SYSTEM		
1		5lb INTEGRATED SCALE		
1		NEW ENVELOPE SEALER/MOISTENER		
1		200 ACCOUNTS		
		INCLUDES:		
		DELIVERY, INSTALLATION AND TRAINING		
		DIGIAL USPS RATE UPDATES		
		POSTAGE RESETS W/ MULTIPLE PAYMENT OPTIONS (CHECK, ON-LINE BILL PAY, CREDIT CARD)		
		PAY-OFF AND CANCELLATION OF CURRENT LEASE		
	**	OK TO ADD FULL MAINTENANCE (ALL CALLS, PARTS & LABOR)		
	***	IF CUSTOMER UPGRADES TO DIGITAL THE CURRENT MAINTENANCE BILLS WILL BE WAIVED OFF		
		SAME PRICE FOR NEW DIGITAL MACHINE BASE: \$125/MONTH		
		UPGRADE TO FULL MAINTENANCE \$52/MONTH		

Customer Name: _____

(Please Print Name Clearly)

Signature: _____

Title: **Page 76** Date: _____

Subtotal

Shipping/Handling

Tax

Total



SERVICE CONTRACT

Ver. 5/2016 page 2 of 2

Taken By: _____ Rep ID#: _____

Customer PO: _____

Customer Ship To:

TOWN OF SURFSIDE

9293 HARDING AVE

SURFSIDE, FL 33154

Bill To:

Contact: MAYTE GAMIOTEA

PH: 305-861-4863

FX: _____

Email: MGAMIOTEA@TOWNOFSURFSIDEFL.GOV

Attn: _____

Phone: _____

Equipment:

POSTBASE30 DIGITAL SEMI-AUTOMATIC MAIL SYSTEM

5LB INTEGRATED SCALE

WIFI

200 ACCOUNTS

Serial Number:

Rate: INCLUDED

For Period: TERM

Mailing Systems, Folder/Inserters, Software & mail processing Equipment Maintenance Agreement

Terms and Conditions:

1. Postallogic will perform all service calls and will replace, when necessary, any parts to ensure that you equipment functions at factory quality standards. This contract does not include consumable items, such as: ink cartridges, ribbons, meter tapes, ad plates, software, sponges, brushes, sealer plates, guide plates and print heads. It does not include downloading or adding postage. Updating your system due to a new location, or moving the system is not covered. Overhauls are not considered to be regular maintenance and are not covered by maintenance agreements. Comprehensive service will be performed during regular service calls.
 2. It is understood that all service is to be performed during normal working hours and does not include weekends or holidays.
 3. This contract does not cover damage by fire, lightning, flood, abuse, accident, or theft. Postallogic will not be held responsible for repairs made necessary due to misuse, abuse, neglect, vandalism, or service performed by personnel other than those of Postallogic. Original & genuine manufacture's ink must be used in postal machines.
 4. Postallogic will not be held responsible for delays or inability to provide service caused, directly or indirectly, by strikes, accidents, embargoes, acts of God, or any other event beyond its control.
 5. This Contract is payable upon receipt. It is not transferable to a third party or refundable. Postallogic reserves the right to withhold service if the customer's account is delinquent.
 6. If order is placed for a customer and then refuses delivery, there will be a 20% restocking fee charged.
 7. Customers that go beyond recommended usage for a given product design may incur additional service charges.
- * Depot Service/Replacement. Includes unlimited phone support. Repair is through replacement. No on-site repair will be provided. Please sign _____

BY: _____
[POSTALOGIC REPRESENTATIVE SIGNATURE]

BY: _____
[CUSTOMER SIGNATURE]

TD SIEBER

Page 77

[Please Print Name Clearly]

[Please Print Name Clearly]

WELLS
FARGO

Equipment Lease Agreement # _____ IR

EQUIPMENT

Equipment MFG Model & Description
POSTBASE SEMI-AUTOMATIC SEALER & WIFI

Serial Number _____

Accessories _____

☐ See attached schedule for additional Equipment / Accessories

Billing Address: _____

Equipment Location: _____

SUPPLIER

POSTALOGIC, LLC

Name _____

Address _____

City _____

State _____

Zip _____

TRANSACTION TERMS

Purchase Option: \$1.00

Lease Rate %: _____ (Must complete for AR, GA, MD, NH, NJ, NM, TX, WI)

Lease Rate Factor: .022 (Must complete for all other states)

Lease Payment: \$ 125 (plus applicable taxes)

Term: 63 months Billing Period: Monthly

The following additional payments are due on the date this Lease is signed by you:

Advance Payment: \$ _____ (plus applicable taxes) Applied to: ☐ First ☐ Last

Document Fee: \$75.00 (included on first invoice)

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF ~~IOWA~~ ^{FL}. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. ~~You authorize us to adjust the Lease Payments by not more than 45% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.~~ If the commencement of this Lease falls on any day other than the 20th day of a month, you agree to pay us interim rent from Commencement through, but not including, the 20th day of the month next following Commencement (the "Interim Rent Period") at a rate equal to 1/30th of the Lease Payment set forth herein for each calendar day during the Interim Rent Period.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease (the amounts set forth in clause (a) through (d) being collectively referred to as "Lease Charges"). For U.S. federal income tax purposes, the parties hereto agree that it is their mutual intention that you shall be considered the owner of the Equipment and we shall in no event be liable to you if you fail to secure any U.S. federal income tax benefits available to the owner of the Equipment. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

Continued on page 2

LESSOR ("We", "Us")

Wells Fargo Vendor Financial Services, LLC

By: X _____

Name _____

Title _____

Date _____

LESSEE ("You")

SURFSIDE, TOWN OF

(Lessee Full Legal Name)

By: X _____

Name _____

Title _____

Date _____

59-6000434

Federal Tax ID



Customer Agreement

FP Mailing Solutions
140 N. Mitchell Ct, Ste 200
Addison, IL 60101-5629
Tel: (800) 341-6052
www.fp-usa.com

CUSTOMER INFORMATION

Billing Address	
Customer: SAME	
Department:	
Street:	
City:	County:
State:	Zip:
Tel:	Fax:
E-mail:	
Contact Name:	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer: TOWN OF SURFSIDE	
Department:	
Street: 9293 HARDING AVE	
City: SURFSIDE	County: DADE
State: FL	Zip: 33154
Tel: 305-861-4863	Fax:
E-mail: MGAMIOTEA@TOWNOFSURFSIDEFL.ORG	
Contact Name: MAYTE GAMIOTEA	
Mailing Address: <input checked="" type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P100C/PBASE	PostBase 30 Meter/Base	included	<input type="checkbox"/> Electronic Billing
1	POSTBASE30A	PostBase 30 Attribute Package	included	<input checked="" type="checkbox"/> Paper Billing
1	PCOLORBBLK (BLACK)	PostBase Color	included	Rental Billing Frequency (select one)
1	UNL	Unlimited Resets	included	<input type="checkbox"/> Annual Billing
1	RGPOST	PostBase RateGuard	included	<input type="checkbox"/> Semi-Annual
1	PMAINT	PostBase Maintenance	included	<input checked="" type="checkbox"/> Quarterly Billing
		1st 3 months	FREE	Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.
Term of Contract: 63 months		Total Monthly Payment	\$52.00	

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.)

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Dealer Name: POSTALOGIC	Dealer #: 8690
Tel:		Address: MIAMI, FT LAUDERDALE, WEST PALM	
Tax ID: 59-6000434	State: FL	Tel: 305-654-3344	Fax:
Authorized Signature: X		Sales Representative Name:	
Date:		Sales Representative: X	Date:

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company:	Promo Code:
<input type="checkbox"/> Existing Customer Name Change	<input type="checkbox"/> Major Account:	Package Code: P30A
<input checked="" type="checkbox"/> Upgrade From: ANALOG DM300	<input type="checkbox"/> GSA Contract No.:	<input type="checkbox"/> Price or Terms Exception Approval (attach copy)
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> State Contract No.:	Navision No.:
<input type="checkbox"/> Change of Ownership	Master Billing Acct. No.:	<input type="checkbox"/> USPS® Location: (letter must be attached)
Existing Account No.:	Master Postage Acct. No.:	<input type="checkbox"/> Tax-Exempt Certificate Attached



Thinking Further

2077 North Powerline Road, Suite 2, Pompano Beach, FL 33069
tel 954.974.7410 | fax 954.974.2737 | www.postalogicmailing.com

Customer Check Request

As part of an order agreement between Postallogic and the

Company: SURFSIDE, TOWN OF, Postallogic agrees to give the

Customer a check in the amount of \$ 3,000.00, which represents a payment

for: remaining balance on current lease #87419845208.

Postallogic will make the Check payable to: Pitney Bowes Global Financial.

This payment constitutes only part of an agreement between Postallogic and the Company listed above. The remainder of the agreement is represented on a separate order form and all terms and conditions of the total agreement will be found on that order form.

Customer:

Signature: _____ Date: _____

Printed Name: : _____ Title: _____

Postallogic:

Signature: TD SIEBER Date: 6/5/18

Printed Name: : TD SIEBER Title: VP



Town of Surfside Commission Communication

Agenda Item # 3G

Agenda Date: June 12, 2018

Subject: Downtown Business District LED Lighting Upgrades

Background: The Town currently illuminates the Downtown District on Harding Avenue between 94th Street and 96th Street via a third-party vendor who installs and maintains temporary holiday lighting for a four (4) month period each year at a cost of approximately \$75,000 per year. This cost reflects the rental, installation, removal, and nightly monitoring of the temporary lighting to ensure the lighting is functioning properly. This initiative is funded by Resort Tax revenue and is identified annually in the Tourist Bureau budget.

There is a need for the nightly monitoring partially due to the temporary nature of the lighting system. The temporary nature requires the lights to be plugged in, so that at the end of the holiday season they can be unplugged and removed. This setup lends itself to service interruption from moisture getting into the exposed plugs and/or the lights being unplugged or tampered with. A more permanent installation will remove the moisture issues and minimize the points in which the system is exposed to easily being tampered with.

Town staff met with Calvin, Giordano & Associates, Inc (CGA) and LED lighting experts to discuss the best path to an economic solution to the Town's desired outcome; a permanently illuminated Downtown District with a hardened-reliable LED lighting system which could be utilized year-round and provide a variety of lighting scenarios based on the time of year or desired outcome via electronic color changing lighting controls. The electronically controlled lighting would include up lighting of palm trees, lighting on palm trees, upgraded pole lamps, upgraded lighting in the pocket parks and the controls to synchronize the entire system.

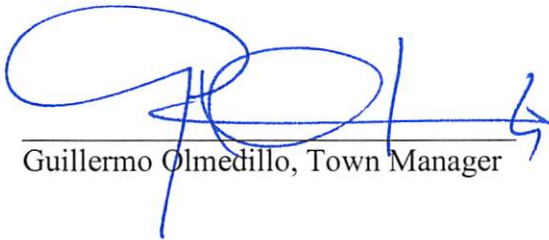
Analysis: The team decided the best course to obtaining this package of desired features was via a Design-Build Procurement Method requesting three different levels of lighting service from each submitting vendor. This delivery system will allow the Town to review a variety of competitively bid packages and select the package which best suits the Town's desired end outcome and budget.

This Commission Communication is to request approval for the creation and coordination of the Design Build Criteria Package, Bidding Coordination, Bid Package Review and Recommendation Report, including Return on Investment Review all to be performed in-house by CGA (Attachment A).

Budget Impact: CGA Work Authorization No. 111 (Attachment A) for a not to exceed amount of \$31,193.69. Addressing the Harding Avenue Downtown Street Lighting is identified in the adopted Fiscal Year 2017/2018 Budget.

Staff Impact: Staff will assist CGA in coordination of this initiative.

Recommendation: The Administration recommends approval of CGA Work Authorization No. 111 and seeks Town Commission authorization to proceed with this RFP process.



Guillermo Olmedillo, Town Manager

DT / RS / CW

RESOLUTION NO. 2018- ____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING A WORK
AUTHORIZATION TO CALVIN GIORDANO &
ASSOCIATES, INC. TO PROVIDE ELECTRICAL
ENGINEERING SERVICES FOR THE TOWN OF SURFSIDE
DOWNTOWN LIGHTING UPGRADE; AUTHORIZING THE
TOWN MANAGER TO IMPLEMENT THE TERMS AND
CONDITIONS OF THE WORK AUTHORIZATION;
AUTHORIZING THE TOWN MANAGER TO EXECUTE THE
WORK AUTHORIZATION; AND PROVIDING FOR AN
EFFECTIVE DATE**

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

WHEREAS, in accordance with the provisions of the Agreement, Consultant and the Town have agreed to enter into a Work Authorization (“Work Authorization”) for the Consultant to prepare design criteria for the Town’s anticipated Request For Qualifications solicitation for a design-build contractor for the Town’s downtown lighting upgrade and provide general and construction management services throughout the bidding, design, and construction of the lighting upgrade, in an amount not to exceed \$31,193.69, and as attached hereto as Exhibit “A” (the “Services”); and

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

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

WHEREAS, the Town Commission finds that approval of the Work Authorization

between Consultant and the Town is in the best interest of the Town.

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

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

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

Section 3. **Authorization of Town Officials.** The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of June, 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:

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



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

April 17, 2018

Mr. Guillermo Olmedillo
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 111
Surfside Downtown LED Lighting Upgrade
CGA Proposal No. 18-1135

Dear Mr. Olmedillo,

Enclosed for your review and approval is Work Authorization No. 111 for Surfside Downtown LED Lighting Upgrade. The scope of the project includes electrical engineering services to prepare RFP and design-build.

The Scope of Services to be furnished under this Work Authorization includes Electrical Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$31,193.69.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano
Vice President

TOWN OF SURFSIDE

Surfside Downtown LED Lighting Upgrade

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. is pleased to provide this proposal for professional consulting services to assist the owner in preparing design criteria and an RFQ document for the solicitation of design-build services to upgrade the Surfside Downtown LED lighting, along Harding Ave, between 94th and 96th Streets, and to subsequently provide assistance through bidding, design, and construction of the improvements. The proposed services include the coordination between the contractor(s), the Town of Surfside, and the building department. Please note that this proposal has been developed with the understanding that the project will be designed and constructed simultaneously and in one phase. The specific services offered herein are outlined below:

I. Professional Engineering Services

A. Electrical Engineering

1. General Project Management Services

- Perform field investigation to determine the conditions and characteristics of the existing infrastructure at the site and identify suitable areas to upgrade, repair, and/or harden.
- Provide coordination with contractor and the Town during the design-build contract.

2. Document Preparation

- Prepare and submit Request for Proposal (RFP) solicitation document consisting of the following:

- Design Criteria Documents - CGA will prepare conceptual electrical details and renderings in order to provide general guidance for the design-build project.
- Advertisement/Notice to Bidders, Instructions to Bidders, and Request for Qualifications (RFQ) documents

3. Bidding Assistance

- Attend pre-bid conference to be administered and conducted by the Town
 - Agenda to be prepared by others
 - Minutes to be prepared by others
- Prepare written responses to Requests for Information (RFI's) from prospective bidders
 - Includes preparation and issuance of response addenda and associated documents
- Evaluate the qualifications of bidders and submit recommendations

4. Post Award Services

- CGA will provide construction management services and coordination as necessary.

Work Authorization No. 111

April 17, 2018

Calvin, Giordano & Associates, Inc. Proposal No. 18-1135

**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 111
PROJECT NAME Surfside Downtown LED Lighting Upgrade
CGA Proposal No. 18-1135
DESCRIPTION electrical engineering services to prepare RFP
and design-build

TITLE	RATE	HOURS/UNITS	COST
Construction Management Director	\$143.28	10	\$1,432.80
Director Engineering V	\$179.11	8	\$1,432.88
Project Manager IV	\$155.23	148	\$22,974.04
Sr Inspector	\$107.46	36	\$3,868.56
			\$29,708.28

SUB-CONSULTANTS	COST
------------------------	-------------

LABOR SUBTOTAL	\$29,708.28
REIMBURSABLE SUBTOTAL	\$1,485.41
TOTAL	\$31,193.69

Reviewed by: _____
Guillermo Olmedillo, Town Manager

Town of Surfside Downtown LED Upgrade

SUMMARY OF SERVICES	FEES
Procurement Phase Services	\$ 7,850.07
Prepare and submit RFP Solicitation	
Prepare and submit RFQ	
Prepare and submit Advertisement/Notice to Bidders	
Prepare and submit Instruction to Bidders	
Prepare and submit conceptual electrical details and renderings	
Attend pre-bid conference	
Prepare and submit responses to RFI	
Evaluate and submit recommendation of qualified bidders	
Design Phase Services	\$ 9,250.14
Review and submit design comments at 30%, 60%, 90%, and 100%	
Review and submit specifications comment at 60%, 90%, and 100%	
Review and submit shop drawing comments	
Review and submit permit review comments	
Submit design progress meeting comments	
Construction Phase Services	\$ 12,608.07
Attend Pre-Construction meeting	
Attend Progress meetings	
Perform construction supervision	
Perform and submit progress inspection comments	
Provide clarification to RFI	
Proposal Total	\$ 29,708.28



Town of Surfside Commission Communication

Agenda Item # 3H

Agenda Date: June 12, 2018

Subject: Mutual Aid Agreement between the North Bay Village Police Department and the Town of Surfside Police Department.

Objective: To extend mutual aid in the form of law enforcement services and resources between the North Bay Village Police Department and Surfside Police Department for requesting operational assistance in law enforcement intensive situations and emergencies, and for assistance of a routine law enforcement nature that crosses jurisdictional lines.

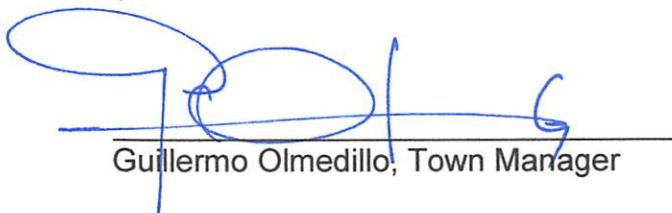
Background: The Town of Surfside Police Department has mutual aid agreements with many Miami-Dade County law enforcement agencies. The Town of Surfside and the City of North Bay Village are located in a way that it is advantageous to receive and extend mutual aid in the form of law enforcement services and resources. The new Mutual Aid Agreement between the Town of Surfside Police Department and City of North Bay Village Police Department shall be in effect from the date of signing and expiring on April 01, 2021.

Budget Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement between the Town of Surfside Police Department and the North Bay Village Police Department.



David Allen, Chief of Police

Guillermo Olmedillo, Town Manager

RESOLUTION NO. 2018 __

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, APPROVING THE
VOLUNTARY COOPERATION AND OPERATIONAL
ASSISTANCE MUTUAL AID AGREEMENT BETWEEN
THE TOWN OF SURFSIDE, FLORIDA AND NORTH BAY
VILLAGE, FLORIDA FOR POLICE VOLUNTARY
COOPERATION AND OPERATIONAL ASSISTANCE;
PROVIDING FOR AUTHORIZATION AND
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, it is the responsibility of the Town Manager and Town Commission to ensure the public safety of the residents and businesses of the Town of Surfside (the “Town”) by providing adequate levels of public services, including police protection and services; and

WHEREAS, there may be natural or manmade disasters, emergencies and other major law enforcement problems that may cross jurisdictional boundaries; and

WHEREAS, the Town Commission wishes to approve the law enforcement Mutual Aid Agreement between the Town of Surfside and North Bay Village, Florida for voluntary cooperation and operational assistance (the “Agreement”) as attached hereto as Exhibit “A”, which provides the residents and businesses of the Town with assurances of adequate levels of law enforcement services; and

WHEREAS, Chapter 23, Florida Statutes, the Florida Mutual Aid Act, authorizes municipalities to enter into Mutual Aid Agreements for the rendering of law enforcement assistance.

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

Section 1. **Recitals.** The recitals are true and correct and incorporated in the Resolution.

Section 2. **Approval of Agreement.** The Agreement attached hereto as Exhibit “A” is ratified and approved.

Section 3. Authorization and Implementation. The execution by the Town Manager and Chief of Police of the Agreement, as attached hereto as Exhibit "A", is hereby approved. The Town Manager and Chief of Police are hereby further authorized to do all necessary things to implement the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of June, 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:

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

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

WHEREAS, it is the responsibility of the governments of North Bay Village, Florida, and the subscribing law enforcement agencies to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the North Bay Village Police Department or the subscribing law enforcement agencies; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of North Bay Village and the participating Miami-Dade County municipalities; and

WHEREAS, North Bay Village and the subscribing law enforcement agencies have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

NOW, THEREFORE, BE IT KNOWN that North Bay Village, a political subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.

2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

a. Chief Executive Official: Either the Mayor of North Bay Village, or the chief executive official of the participating political subdivision, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each governmental entity. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for Miami-Dade County, and the clerks of the respective political subdivisions. The Agreement may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this Agreement.

b. Agency Head: Either the Director of the North Bay Village Police Department, or the Director's designees; and the Chief of Police of the participating law enforcement agencies, or the Chiefs designees.

c. Participating Law Enforcement Agency: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement.

d. Certified Law Enforcement Employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION I. TERMS AND PROCEDURES

1. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request: provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

2. Powers, Privileges, Immunities and Costs:

a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the

provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
4. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
5. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY

1. **Command:** The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.

2. **Conflicts:** Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.

3. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Director or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

- a. The identity of the complainant;
- b. An address where the complaining party can be contacted;
- c. The specific allegation; and
- d. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for

the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when: participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the participating municipalities and North Bay Village, Florida, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. The list includes, but is not necessarily limited to, dealing with the following:

Voluntary:

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Joint multi-jurisdictional marine interdiction operations.
6. Security and escort duties for dignitaries.

Operational:

7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, back- ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
12. Any natural, technological or manmade disaster.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol, and police information.
15. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
16. Terrorist activities including, but not limited to, acts of sabotage.
17. Escapes from or disturbances within detention facilities.

SECTION IV. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police or designee.

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the North Bay Village Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

SECTION V. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating municipal agencies and the North Bay Village Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the

territorial limits of his or her jurisdiction, and provided that, in the context of this Mutual Aid Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of the municipalities not participating in the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within territorial municipalities not participating in

the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

Prior to any officer taking enforcement action pursuant to either paragraph (a) or (b) above, the officer shall notify the designated officer of the jurisdiction in which the action shall will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

1. General Requirements:

- a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
- b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
- c. Officers shall not conduct routine patrol activities outside of their jurisdiction.
- d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency, within whose jurisdiction the action was taken, as soon as possible after the action has taken place.
- e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.

- f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

SECTION VI. EFFECTIVE DATE

This Agreement shall be in effect from date of signing, through and including, April 1, 2021. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VII. CANCELLATION

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this 8 day of May, 2018.



Marlen D. Martell
Village Manager
North Bay Village, Florida



Lewis Velken
Chief of Police
North Bay Village Police Department

ATTEST:



Yvonne P. Hamilton
Village Clerk
North Bay Village, Florida

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY



Norman C. Powell
Village Attorney
North Bay Village, Florida

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

TOWN OF: Surfside, Florida.

BY:

Guillermo Olmedillo, Town Manager

David Allen, Chief of Police

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Sandra Novoa, Town Clerk

Lily Arango, Town Attorney

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take
acknowledgements, did personally appear: _____

(Insert Name and Title of Chief Executive)

of the Town of _____, Florida, a municipal corporation of Florida,
and acknowledged that he or she executed the foregoing Agreement as chief executive
officer of the Town of _____, Florida, and the same is the act and
deed of the Town of _____, Florida.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the Town of
_____, in the State of Florida and the County of Miami Dade on
the _____ day of _____, 2018.



Town of Surfside Commission Communication

Agenda Item # 3I

Agenda Date: June 12, 2018

Subject: Mediatech Miami, LLC Professional Services Agreement

Background: The Town's monthly Gazette has been produced by Cory Gittner, through his company Mediatech Miami, LLC (Mediatech), since issuing the December 2009 edition.

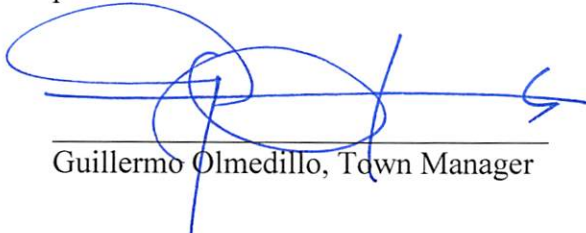
Analysis: With the publication's production, Mediatech provides content, graphic design, photography, printing and mail processing (see Scope of Services in the provided agreement). The bulk of the expenses are for the printing and mailing costs averaging \$4195 per month, with Mediatech's professional fees being \$1600 per month.

Per the agreement, Mediatech cannot exceed a total production cost of \$5800 per month without the Town Manager's prior approval. As the company occasionally produces other materials for the Town, such as the recent ballot information on staggered terms, an \$85 per hour cost for such work is also stated in the agreement.

Budget Impact: The monthly Gazette production expense is accounted for in the FY2017/2018 adopted budget.

Staff Impact: Staff, including Pinzur Communications, will continue to assist Mediatech in the coordination and production of the monthly Gazette.

Recommendation: The Administration recommends approval of a Professional Services Agreement with Mediatech Miami, LLC and seeks Town Commission authorization to enter into the agreement as provided.


Guillermo Olmedillo, Town Manager
BT/CW

RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH
MEDIATECH MIAMI, LLC FOR PRODUCTION AND
FULFILLMENT OF THE TOWN'S NEWSLETTER, THE
GAZETTE; PROVIDING FOR AUTHORIZATION AND
IMPLEMENTATION OF THE AGREEMENT; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside ("Town") wishes to engage Mediatech Miami, LLC ("Consultant") to provide marketing services and production and fulfillment services for the Town's monthly newsletter, The Gazette, and for additional production and printing services for the various Town departments upon request, including the specific scope of 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 Section 3-13(7)d as advertising services; and

WHEREAS, Consultant has agreed to provide the Services pursuant to the Proposal attached hereto as Exhibit "A" and 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 the Agreement 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 Manager is authorized to execute the Agreement on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

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

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

PASSED AND ADOPTED this 12th day of June, 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”

CORY GITTNER/MEDIATECH MIAMI, LLC SCOPE OF SERVICES FOR THE TOWN OF SURFSIDE

MONTHLY TOWN NEWSLETTER

Cory Gittner/Mediatech Miami, LLC will serve as a consultant to the Town of Surfside, coordinating the monthly production and fulfillment of the Town’s newsletter, the Gazette. The scope of services includes the following:

PLANNING & SCHEDULING

The consultant will provide monthly production calendars to Town staff, setting specific dates for deadlines, proofing and deliveries. The consultant will create monthly outlines of newsletter content, highlighting seasonal events and activities that will appear in the newsletter.

WRITING

The consultant will interview and write stories and content as needed and will also review supplied material and edit, expand, condense and tone as needed based on the standard Associated Press (AP) style.

GRAPHIC DESIGN

The consultant will create and maintain a graphic style for the newsletter to match the Surfside “look,” including typography styles and elements, colors, backgrounds, symbols, logos, nameplates, banners, original art, photo treatment and type fonts. Consultant will make graphic design/photographic adjustments, changes and updates on a regular basis.

PHOTOGRAPHY

Through the request of staff, Consultant will photograph specific events, meetings and activities for use in the Town newsletter.

PROOFING VERSIONS

Based on the production schedule, the Consultant will provide updated PDF versions of the newsletter for review by Town staff throughout the production period.

PREPRESS/PRODUCTION

Consultant will prepare and convert the newsletter for printing. Consultant will provide oversight to insure correct paginations, color, links, bleeds, imbedded fonts, bindery set-up and other printing issues. Consultant will work with vendor partner throughout the

printing process to insure the printing job is done professionally and with the highest quality products.

DIGITAL FILES OF NEWSLETTERS

Consultant will create updated digital versions of the newsletter for on-line and web use.

MAIL PROCESSING

Consultant will partner with a mail processing vendor to insure that the mailing is in compliance with all USPS regulations, including certified mail-list, inkjet barcode, bundled, wafer sealed, tray packed and delivered to the General Mail Facility.

TOWN MAIL LIST

The Consultant will periodically update the Town of Surfside's resident/business mailing list for accuracy.

GAZETTE ADVERTISING

The Consultant occasionally assists advertisers modify the text or graphics of their advertisements placed in the Gazette. The Consultant may create a new advertisement for a company or individual placing an ad in the Gazette. The Consultant may charge the advertiser for these services.

ADDITIONAL SERVICES FOR THE TOWN OF SURFSIDE

Cory Gittner/Mediatech Miami, LLC also provides additional services to various departments of the Town of Surfside, mostly providing printed materials and similar products. These items are not directly connected to the content of the Gazette newsletter and are separately invoiced to the Town. Common examples include:

- Shuttle bus maps
- Standard envelopes
- Applications, forms & flyers
- Business cards
- Election publications, cards, folders
- Announcements & post cards for events
- Welcome brochure
- Door hangers

TOWN OF SURFSIDE **PROJECTED FEES & COSTS**

PROFESSIONAL FEES

Professional fees for the Town of Surfside includes planning, scheduling, attending meetings, writing, graphic design, photography and image management, proofing, prepress conversions, production, mailing and fulfillment oversight.

For the monthly Town Gazette (16-pages), professional fees are \$1,600. This fee is based on an hourly rate of \$85 and an approximate 20 hours of work from planning to fulfillment. This monthly fee is anticipated to continue through the FY 2018-2019.

For other non-Gazette projects and programs, the same hourly rate of \$85 is charged with a \$100 minimum. Generally, there is no professional fee for reprint requests.

PRINTING, PRODUCTION & MAILING

For the monthly Town Gazette (16-pages, 3,900 quantity), the **average printing cost during the last FY was \$3,800.** This includes press proof, print, fold, bind and deliveries. For the same monthly Gazette, **the mail processing has been \$ 395** and includes inkjet, wafer seals tabs, sort and bundle, all USPS requirements to receive lowest postal rate of .2285 per piece.

All Mediatech invoices are itemized for transparency of professional services, production and mailing. **The average total amount of a monthly Gazette in the past FY was \$5,800.**

The 2017 IRS1099-MISC form (attached) shows \$73,232 total paid to Mediatech for 12 Gazettes and other printed items and services.

QUALITY & EFFICIENCY

For Surfside's June 2018 Gazette, the final proof was approved for print after a few last-minute delays at approximately 2 pm on Tuesday, May 22. This was slightly beyond our scheduled deadline. The Gazette was delivered by noon Thursday, May 24, processed by the mail server and dropped at the General Mail Facility before noon on Friday. Despite a holiday, the Gazette was delivered to all Surfside homes and businesses by Tuesday May 29. The Gazette arrived in the Mediatech office via USPS on Saturday, May 25.

We are not always this fortunate, but this level of efficiency would be a difficult, if not impossible, challenge to any organization, group or consultant providing these specialized services.

PROFESSIONAL SERVICES AGREEMENT**BETWEEN****TOWN OF SURFSIDE, FLORIDA****AND****MEDIATECH MIAMI, LLC**

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 **MEDIATECH MIAMI, LLC**, a Florida limited liability company, whose principal address is 9999 N.E. 2nd Avenue, #210, Miami Shores, Florida 33138 (hereinafter the "Consultant").

WHEREAS, the Town wishes to engage Consultant to provide professional and marketing consulting services in connection with the production and fulfillment of the Town's monthly newsletter "The Gazette", as set forth in the Scope of Services 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 Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter "Services").
- 1.2 Consultant shall furnish all publications, reports, documents and information to be performed pursuant to this Agreement and during the term of this Agreement (hereinafter "Deliverables").
- 1.3 Additional Services. Upon the Town's written request, Consultant shall render additional services outside the scope of work set forth in the Scope of Services attached hereto as Exhibit "A" and provided to various Town Departments, as specified or requested by the Town, at the hourly rate of

\$85.00 as agreed upon and described in the Fee Proposal attached hereto as Exhibit “B” 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 for a term of three (3) years, unless earlier terminated in accordance with Paragraph 8. The Town Manager may request that this Agreement be extended on an annual basis, for up to three (3) additional one (1) year terms, as needed, by providing written notice to Consultant at least 30 days prior to the expiration of the Term and any applicable annual 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 and fees set forth in the Fee Proposal attached hereto as Exhibit “B”, and not to exceed \$5,800.00 monthly (\$1,600.00 for professional fees, \$3,800.00 for the direct costs of printing, production and mailing of The Gazette, and \$395.00 for mail processing fee), unless first approved in writing by the Town Manager and/or his designee. 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 (\$85.00) set forth in the Fee Proposal attached hereto as Exhibit “B.”
- 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.
- 3.3 This Agreement is subject to the following conditions precedent for funding and budgeting of Services: (i) Town funds are available and budgeted for the Compensation for Services; (ii) Town secures and obtains any necessary grants or loans for the accomplishment of the Services, pursuant to any borrowing legislation adopted by the Town Commission; and (iii) Town Commission enacts legislation which awards and authorizes the execution of this Agreement, if such is required.

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants, providers and vendors 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 \$500,000.00 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 \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) 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: Cory Gittner
Mediatech Miami, LLC
9999 N.E. 2nd Avenue, #210
Miami Shores, Florida 33138

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, publications, 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, Cory Gittner, and the firm's and principal's familiarity with the Town's circumstances and needs. Cory Gittner 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:

**MEDIATECH MIAMI, LLC,
a Florida Liability Company**

By: _____

Cory Gittner

Title: _____

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.

EXHIBIT “A”

(Attach Consultant’s Scope of Services)

EXHIBIT "A"**CORY GITTNER/MEDIATECH MIAMI, LLC
SCOPE OF SERVICES FOR THE TOWN OF SURFSIDE****MONTHLY TOWN NEWSLETTER**

Cory Gittner/Mediatech Miami, LLC will serve as a consultant to the Town of Surfside, coordinating the monthly production and fulfillment of the Town's newsletter, the Gazette. The scope of services includes the following:

PLANNING & SCHEDULING

The consultant will provide monthly production calendars to Town staff, setting specific dates for deadlines, proofing and deliveries. The consultant will create monthly outlines of newsletter content, highlighting seasonal events and activities that will appear in the newsletter.

WRITING

The consultant will interview and write stories and content as needed and will also review supplied material and edit, expand, condense and tone as needed based on the standard Associated Press (AP) style.

GRAPHIC DESIGN

The consultant will create and maintain a graphic style for the newsletter to match the Surfside "look," including typography styles and elements, colors, backgrounds, symbols, logos, nameplates, banners, original art, photo treatment and type fonts. Consultant will make graphic design/photographic adjustments, changes and updates on a regular basis.

PHOTOGRAPHY

Through the request of staff, Consultant will photograph specific events, meetings and activities for use in the Town newsletter.

PROOFING VERSIONS

Based on the production schedule, the Consultant will provide updated PDF versions of the newsletter for review by Town staff throughout the production period.

PREPRESS/PRODUCTION

Consultant will prepare and convert the newsletter for printing. Consultant will provide oversight to insure correct paginations, color, links, bleeds, imbedded fonts, bindery set-up and other printing issues. Consultant will work with vendor partner throughout the

printing process to insure the printing job is done professionally and with the highest quality products.

DIGITAL FILES OF NEWSLETTERS

Consultant will create updated digital versions of the newsletter for on-line and web use.

MAIL PROCESSING

Consultant will partner with a mail processing vendor to insure that the mailing is in compliance with all USPS regulations, including certified mail-list, inkjet barcode, bundled, wafer sealed, tray packed and delivered to the General Mail Facility.

TOWN MAIL LIST

The Consultant will periodically update the Town of Surfside's resident/business mailing list for accuracy.

GAZETTE ADVERTISING

The Consultant occasionally assists advertisers modify the text or graphics of their advertisements placed in the Gazette. The Consultant may create a new advertisement for a company or individual placing an ad in the Gazette. The Consultant may charge the advertiser for these services.

ADDITIONAL SERVICES FOR THE TOWN OF SURFSIDE

Cory Gittner/Mediatech Miami, LLC also provides additional services to various departments of the Town of Surfside, mostly providing printed materials and similar products. These items are not directly connected to the content of the Gazette newsletter and are separately invoiced to the Town. Common examples include:

- Shuttle bus maps
- Standard envelopes
- Applications, forms & flyers
- Business cards
- Election publications, cards, folders
- Announcements & post cards for events
- Welcome brochure
- Door hangers

EXHIBIT “B”

(Attach Consultant’s Fee Proposal)

TOWN OF SURFSIDE **PROJECTED FEES & COSTS**

PROFESSIONAL FEES

Professional fees for the Town of Surfside includes planning, scheduling, attending meetings, writing, graphic design, photography and image management, proofing, prepress conversions, production, mailing and fulfillment oversight.

For the monthly Town Gazette (16-pages), professional fees are \$1,600. This fee is based on an hourly rate of \$85 and an approximate 20 hours of work from planning to fulfillment. This monthly fee is anticipated to continue through the FY 2018-2019.

For other non-Gazette projects and programs, the same hourly rate of \$85 is charged with a \$100 minimum. Generally, there is no professional fee for reprint requests.

PRINTING, PRODUCTION & MAILING

For the monthly Town Gazette (16-pages, 3,900 quantity), the **average printing cost during the last FY was \$3,800.** This includes press proof, print, fold, bind and deliveries. For the same monthly Gazette, **the mail processing has been \$ 395** and includes inkjet, wafer seals tabs, sort and bundle, all USPS requirements to receive lowest postal rate of .2285 per piece.

All Mediatech invoices are itemized for transparency of professional services, production and mailing. **The average total amount of a monthly Gazette in the past FY was \$5,800.**

The 2017 IRS1099-MISC form (attached) shows \$73,232 total paid to Mediatech for 12 Gazettes and other printed items and services.

QUALITY & EFFICIENCY

For Surfside's June 2018 Gazette, the final proof was approved for print after a few last-minute delays at approximately 2 pm on Tuesday, May 22. This was slightly beyond our scheduled deadline. The Gazette was delivered by noon Thursday, May 24, processed by the mail server and dropped at the General Mail Facility before noon on Friday. Despite a holiday, the Gazette was delivered to all Surfside homes and businesses by Tuesday May 29. The Gazette arrived in the Mediatech office via USPS on Saturday, May 25.

We are not always this fortunate, but this level of efficiency would be a difficult, if not impossible, challenge to any organization, group or consultant providing these specialized services.



Town of Surfside Commission Communication

Agenda Item: 3J

Date: June 12, 2018

Subject: Extension of Contract for Debris Monitoring Services by Witt O'Brien's, LLC for emergency debris monitoring via a piggy back contract from Indian Creek Village

Background: The Town of Surfside has developed a Federal Emergency Management Agency (FEMA) approved Debris Management Plan which includes debris monitoring from an outside source. The key component of the plan requires that the Town has in place a firm to do the emergency debris monitoring when needed. This firm will be on stand by and have the responsibility of monitor the emergency debris removal process, inspect loads before disposal and prepare the necessary paperwork associated with the operation for repayment from FEMA. This method of debris monitoring has become a standard in the industry and a requirement to collect reimbursement allotted from FEMA at both State and Federal levels. Indian Creek Village has entered into an agreement with Witt O'Brien's on May 2018 and the agreement is in full effect until April 2020.

Emergency Debris Monitoring services by the Town with Witt O'Brien's have been ongoing since 2008. Having previously worked with this company, Staff is comfortable that the Town will receive the highest quality of service it needs during an emergency event.

Analysis: In order to be in compliance with FEMA and the requirements associated with the Emergency Debris Management Plan, it is imperative that a contract be in place.

Budget Impact: In the event that Witt O'Brien's services were to be activated, charges will be based on contractual rates.

Staff Impact: The Public Works Department will oversee project management responsibilities.

Recommendation: Staff recommends the Town Commission adopt a resolution accepting the piggy back agreement for Emergency Debris Monitoring from Witt O'Brien's, LLC via Indian Creek Village contract for two additional year from November 12, 2017 to November 11, 2019 and is to be renewed at the same terms and conditions.



Guillermo Olmedillo, Town Manager

RS/HG/FD

RESOLUTION NO. 2018- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING A SECOND
AMENDMENT FOR DEBRIS MONITORING SERVICES
AGREEMENT WITH WITT O'BRIEN'S LLC FOR A TERM
EXTENSION; PROVIDING FOR AUTHORIZATION AND
IMPLEMENTATION OF THE SECOND AMENDMENT;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside ("Town") entered into an Cooperative Purchasing Agreement dated November 12, 2013 with Witt O'Brien's LLC ("Consultant") to provide disaster debris monitoring services, which agreement "piggybacked" or relied on the Disaster Debris Monitoring Services Agreement procured and entered into between Indian Creek Village and Consultant (the "Agreement"); and

WHEREAS, the Town and Consultant subsequently entered into an Amendment for Debris Monitoring Services Agreement dated January 31, 2017 extending the term of the Agreement for one additional year through November 11, 2017 ("First Amendment"); and

WHEREAS, the Town and Consultant wish to further and retroactively extend the term of the Agreement for two (2) additional years through November 11, 2019, upon the same terms and conditions as contained in the Agreement, as set forth in the Second Amendment For Debris Monitoring Services Agreement attached hereto as Exhibit "A" ("Second Amendment"); and

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

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

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

Section 2. **Approval and Authorization.** The Second Amendment between the Town and Consultant, substantially in the form attached hereto as Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the Second Amendment 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 the Second Amendment and this Resolution and the Agreement.

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

PASSED AND ADOPTED this 12th day of June, 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

SECOND AMENDMENT FOR DEBRIS MONITORING SERVICES AGREEMENT

This Second Amendment for the Debris Monitoring Services Agreement ("Amendment") is effective May 29, 2018 by and between, the **Town of Surfside, FL** (hereinafter referred to as "Client") and **Witt O'Brien's LLC**, a Delaware Limited Liability Company, registered and authorized to do business in the State of Florida (hereinafter referred to as "Consultant").

WHEREAS, the parties entered into a Cooperative Purchasing Agreement dated November 12, 2013, which "piggybacked" on the Disaster Debris Monitoring Services Contract between Indian Creek Village and Consultant dated April 30, 2013 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties entered into an Amendment For Debris Monitoring Services Agreement effective January 31, 2017, extending the term of the Agreement for one (1) additional year from November 12, 2016 to November 11, 2017 (the "First Amendment"); and

WHEREAS, the parties desire to further amend the Agreement in order to extend the Term and provide proper addresses and contact information for the purposes of Notice pursuant to the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree to amend the Agreement as follows:

1. Recitals. The parties agree that the above-referenced recitals are true and correct, and incorporated herein.
2. Term. The period of performance or term under the Agreement shall be amended to retroactively extend for two (2) additional years from November 12, 2017 to November 11, 2019 and by this mutual written agreement is to be renewed upon the same terms and conditions.
3. Notice. All notices from Consultant to the Client or from the Client to Consultant shall be deemed duly served if mailed or faxed to the other Party at the following addresses:

Witt O'Brien, LLC
Attention: Cheryl Joiner
1201 15th Street, NW
Suite 600
Washington, DC 20005

Town of Surfside
Guillermo Olmedillo, Town Manager
9293 Harding Avenue
Surfside, Florida 33154

Telephone: (202) 585-0780
Fax : (202)869-3736
Email:
Contractrequests@wittobriens.com

Telephone: (305) 861-4863
Fax: (305) 993-5097
Email: golmedillo@townofsurfsidefl.gov

Consultant or the Client may change the above mailing addresses, fax numbers or email addresses at anytime upon giving the other party written notification. All notices must be in writing.

4. Ratification. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the Agreement to be duly executed and effective as indicated below.

Town of Surfside, Florida	Witt O'Brien's, LLC
<hr/>	<hr/>
Guillermo Olmedillo Town Manager 9293 Harding Avenue Surfside, FL 33154 golmedillo@townofsurfside.gov 305-993-1052	Greg Fenton, COO Witt O'Brien's, LLC 1201 15 th Street, NW, Suite 600 Washington, DC 20005 contractrequests@wittobriens.com (202)585-0780



3K

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: May 30, 2018

Name of Requestor: Daniel Dietch, Mayor

Organization: Town of Surfside

Address: 9293 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: 305 992-7965

Name of Individual / Organization to be honored: David Allen, Chief of Police

Title for Proclamation or Certificate: Chief Allen Fitness Center Dedication

Date of Recognition: June 20, 2018

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

Please see the attached draft proclamation.

Document is to be:

- Presented at a Commission Meeting in June, 2018 (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, Chief David Allen faithfully served our community for 11 years and brought his 29 years of remarkable law enforcement experience, knowledge and expertise to the Town of Surfside; and

Whereas, we recognize his loyalty, integrity, work ethic and dedicated service to the Town of Surfside and the Surfside Police Department; and

Whereas: during his tenure, Chief David Allen, served as a mentor to the Command Staff, Police Officers, and civilians, he is recognized as a quiet, strong, leader and respected as such in the Community; and

Whereas, we recognize his leadership in the law enforcement community in which he has over 40 years of honorable and distinguished service; and

Whereas, Chief David Allen is respected, admired and trusted by all he has served with, his devotion to this profession will have a valuable lasting impact on his employees, his colleagues, and members of law enforcement throughout Miami-Dade County; and

Whereas: Chief David Allen, by virtue of his longevity, experience, reputation for fairness and respect for others, is considered by many a pillar of the Surfside Police Department; and

Whereas, he will be missed by the Police Department personnel, Town staff, and the community he proudly served; and

Whereas, Chief David Allen set a goal to have an exceptional fitness center at Town Hall for all employees to utilize and enjoy; and

Whereas, he gave his blood, sweat and tears to accomplish his goal and in his intense workouts; and

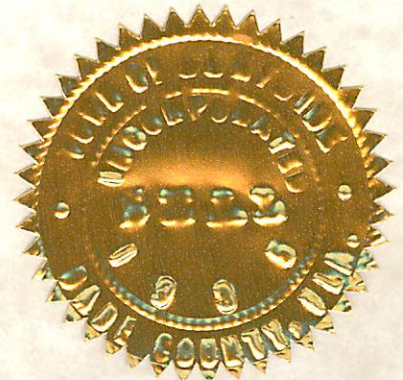
Whereas, The Town of Surfside wishes to honor Chief David Allen by dedicating the fitness center to an extraordinary person and pay homage to his stellar service to the Surfside Police Department upon his retirement on June 30, 2018; and

Now, therefore, I, Daniel Dietch, Mayor of the Town of Surfside, Florida, by the power vested in me, do hereby proclaim the Fitness Center, located at the Town of Surfside Town Hall, 9293 Harding Avenue, is hereby dedicated in honor of Chief David Allen to forever be known as the:

Chief David Allen Fitness Center

In witness thereof, I have hereunto set my hand this 12th day of June, 2018.

*Daniel Dietch, Mayor
Town of Surfside, Florida*





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: May 23, 2018

Name of Requestor: Daniel Dietch, Mayor

Organization: Town of Surfside

Address: 9293 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: 305 992-7965

Name of Individual / Organization to be honored: Town of Surfside Code Enforcement Officers

Title for Proclamation or Certificate: Code Enforcement Officers' Appreciation Week

Date of Recognition: June 12, 2018

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

Please see the attached draft resolution.

Document is to be:

- Presented at a Commission Meeting in June, 2018 (month / year)
- Presented at the following event _____ (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, Code Enforcement Officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, animal control, fire safety, environmental and other codes and ordinances; and

WHEREAS, Code Enforcement Officers are often not credited for the jobs that they do in saving lives and improving neighborhoods; and

WHEREAS, every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

WHEREAS, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

WHEREAS, Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers;

NOW THEREFORE, through the authority vested in me by the Commissioners of the Town of Surfside, Florida, I do hereby proclaim the week of June 4-8, 2018 as

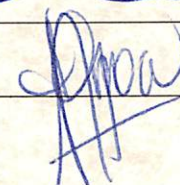
CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK

in the Town of Surfside, Florida, in accordance with the statewide observance of the same and encourage citizens of the Town of Surfside to join this Commission in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement Officers.

Duly proclaimed and adopted in regular session this 12th day of June A.D. 2018.

Commissioners of the Town of Surfside, Florida

by: , Daniel Dietch, Mayor

ATTEST: , Sandra Novoa, Town Clerk





Town of Surfside Commission Communication

Agenda Item #: 4A1

Agenda Date: June 12, 2018

Subject: Town Commission Adoption of the Comprehensive Plan
EAR-Based Amendments

From: Sarah Sinatra Gould, AICP, Town Planner

Background:

On December 13, 2017 through the first reading of the Ordinance, the Town Commission authorized transmittal of the proposed Comprehensive Plan EAR-Based Amendments to the Department of Economic Opportunity (DEO) and other review agencies. The Amendments were subsequently sent to DEO and other required review agencies and were assigned Amendment No. 18-1ER by DEO. On March 9, 2018, DEO issued the Department's Objection, Recommendations, and Comments Report (ORC Report) for the proposed Amendments. DEO identified two (2) objections and three (3) comments to be considered by the Town prior to final adoption of the Ordinance and Amendments. In addition, the Department of Transportation (FDOT) offered a comment to be considered by the Town prior to adoption.

Staff reviewed the objections and comments and made suggested adjustments which were then discussed with DEO and FDOT staff. Both agencies concurred with the proposed adjustments which are outlined below:

DEO Objection 1: Peril of Flood (Coastal Area Redevelopment Component) Implementation.

The Town's comprehensive plan, as proposed to be amended, includes some principles to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise. The Town has identified those areas that currently experience and have historically experienced flooding and coastal inundation (these areas are depicted on Map FLU 4, Flood Zones). The identification of historically flood-prone areas does not consider the impacts of future coastal flooding, likely to be exacerbated due to projected sea level rise.

The proposed revisions, included in the amendment, do not: include development and redevelopment principles, strategies, and engineering solutions that reduce flood risk in coastal areas and, result in the removal of coastal real property from FEMA flood zone designations; identify site development techniques and best



practices that may reduce losses due to coastal flooding; require consistency with the flood-resistant construction requirements of the Florida Building Code (44 C.F.R. part 60); and, require construction activities seaward of the coastal construction control line be consistent with Chapter 161, F.S.

Policies that fail to meet statutory requirements include:

Infrastructure Element Policy 6. 6
Infrastructure Element Policy 6. 7
Coastal Management Element Policy 12.5
Coastal Management Element Policy 12.6
Coastal Management Element Policy 4.2
Coastal Management Element Policy 5.1
Coastal Management Element Policy 12.1
Coastal Management Element Policy 12.4
Coastal Management Element Policy 12.5
Conservation Element Policy 5.2
Conservation Element Policy 5.3

Although the amendment includes Future Land Use Element Policy 12.1 a), concerning construction and renovation in coastal areas, this policy does not explicitly require development activities be consistent with, or more stringent, than the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

Similarly, the amendment includes policies (Coastal Management Element policies 4.2, 5.1, and 12.1) that address construction activities seaward of the coastal construction control lines. However, these policies do not explicitly cite the requirement that these activities be consistent with chapter 161, F.S.

RESPONSES TO OBJECTION 1:

- Coastal Policies 4.2, 5.1 and 12.1 have been revised to explicitly cite the following: “require all construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161, F.S.”
- Conservation Policy 5.2 and Coastal Policy 5.1 have been revised to explicitly cite the following: “require development be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44C.F.R. part 60.”
- Future Land Use Policy 12.1 has added point f) to explicitly cite the following: “require development be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44C.F.R. part 60.”
- Conservation Policy 5.3 has been revised to require the Town to “identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies and implement these techniques and best practices through the Community Rating System to increase resiliency.”



- Coastal Policy 12.4 has been revised to remove the date and to reference continued efforts.
- Coastal Policy 12.5 has been revised to state "The Town shall review and implement available data that is applicable to the Town from governmental entities such as the Regional Climate Compact or the County that identifies development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise."
- Coastal Policy 12.6 has been revised to remove the date and include the new seawall ordinance.
- Infrastructure Element Policies 6.6 and 6.7 have been revised to remove the dates and to reference continued efforts.

Additionally, a paragraph has been added at the end of the Data, Inventory & Analysis section of the Coastal Element to outline the steps the Town has already taken to address flooding issues.

DEO Objection 2: Coastal High-Hazard Area Not Designated. The revised Coastal Management Element does not designate a coastal high-hazard area or include a coastal high hazard area map.

RESPONSE TO OBJECTION 2: The Town has designated a CHHA and included the map.

DEO Comment 1: The Town's comprehensive plan appropriately establishes planning horizons in accordance with section 163.3177(5)(a), F.S., however, the Town's Future Land Use Map, included within the amendment, does not reference a corresponding planning horizon. In response, the Town could revise the Future Land Use Map, prior to adoption, to reflect the appropriate planning horizon of at least 10 years.

RESPONSE TO COMMENT 1: The FLU Map has been revised to reflect a planning horizon of at least 10 years (2036).

DEO Comment 2: The proposed amendment deletes the Data Inventory and Analysis component for the Coastal Management Element pertaining to Infrastructure in The Coastal High Hazard Area. As this analysis provides an important basis for the strategies and policies set out in the comprehensive plan, the Town should consider retaining this information. The data and analysis, however, does not need to be included within the adopted portion of the plan.

RESPONSE TO COMMENT 2: This information has been reinstated.

DEO Comment 3: Objective 7 Post-disaster redevelopment, has been deleted in its entirety. While there are some general redevelopment policies contained within the comprehensive plan, the community could consider retaining some of the policies in this section as stand-alone policies, irrespective of whether or not the Town chooses to create an actual post disaster redevelopment plan.



RESPONSE TO COMMENT 3: Policy 7.3 under Objective 7 has been reinstated and relocated to be policy 5.6.

FDOT Comment 1: The District is providing a comment on Table 2-4 in the Transportation Element, and Table 9-8C of the Capital Improvements Element. Both tables identify the same information for the Indian Creek Bridge project which is incorrect.

RESPONSE TO FDOT COMMENT 1: Per discussions with FDOT staff, Tables 2-4 in the Transportation Element and Table 9-8C in the Capital Improvements Element have been adjusted appropriately.

These changes have been made to the final documents. The changes to the documents since 1st Reading and Transmittal are highlighted in yellow in the final documents.

Staff Recommendation: The Town Commission should review and adopt the final EAR-Based Comprehensive Plan Amendments.

Exhibits:

1. Exhibit A: DEO ORC Report dated March 9, 2018
2. Exhibit B: Final EAR-based Amendments Package

Sarah Sinatra Gould, AICP, Town Planner

Guillermo Olmedillo, Town Manager

ORDINANCE NO. 18 - _____

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

WHEREAS, Chapter 163.3191, Florida Statutes, directs local governments to periodically complete an Evaluation and Appraisal of the adopted comprehensive plan to determine if amendments are necessary to reflect changes in state law requirements; and

WHEREAS, the Town has reviewed its Comprehensive Plan and has prepared the Evaluation and Appraisal Review ("EAR") based Comprehensive Plan amendments necessary to reflect changes in state law requirements and to also address current conditions within the Town; and

WHEREAS, the Planning and Zoning Board as the local planning agency for the Town held its hearing on the proposed Comprehensive Plan Amendments on December 7, 2017, with due public notice; and

WHEREAS, the Town Commission held the required transmittal hearing on December 13, 2017, with due public notice; and

WHEREAS, the Town Commission hereby finds and determines that this Ordinance is in the best interest of the public health, safety, and welfare.

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

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

Section 2. Amendments to the Comprehensive Plan. The Comprehensive Plan Amendments, attached as Exhibit "A," are hereby approved on second reading for transmittal and review as provided herein.

Section 3. Transmittal. The Town's Planning Consultant transmitted the Town of Surfside EAR Based Comprehensive Plan Amendments to the Florida Department of Economic

Opportunity in accordance with Florida Statute 163.3191 and all other units of local government or governmental agencies required by law for review after a vote on first reading and has reviewed and responded to the objections, recommendations and comments received.

Section 4. Adoption of Comprehensive Plan Amendments. Having reviewed and addressed the comments and recommendations from the Florida Department of Economic Opportunity and other reviewing agencies, the Town Commission, on June 12, 2018, adopts on second reading, the amendments to the Town of Surfside Comprehensive Plan, attached as Exhibit A to this Ordinance and incorporated herein.

Section 5. 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 6. Repeal of Conflicting Provisions. All ordinances, or parts of ordinances in conflict herewith be, and the same, are hereby repealed.

Section 7. Inclusion in the Comprehensive Plan. 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 Comprehensive Plan; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” shall be changed to “Section” of other appropriate word.

Section 8. Effective Date. This Ordinance shall become effective, if the amendment is not timely challenged, on the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

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

PASSED AND ADOPTED on second reading this 12th day of June, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner Barry R. 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

USB
PROVIDED
AS
EXHIBIT “A”



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

COMMISSION COMMUNICATION

Agenda Item # – 4B1

Date – May 23, 2018

Subject – Solid Waste Assessment Ordinance

Background – This ordinance will provide the legal framework for the FY2019 Solid Waste Assessment and will codify the language into the Town's Code of Ordinances. The ordinance brings current the Town's solid waste assessment on residential properties. Upon adoption of the Ordinance, an initial assessment resolution (IAR) for FY2019 will be presented. As part of the adoption of the IAR, the Town will initially establish its solid waste assessment rates for FY2019.

Budget Impact –The ordinance requires a legal advertisement that is expected to cost less than \$500.00

Staff Impact –N/A

Recommendation – We recommend approving solid waste assessment resolution. If not adopted, the Town will be required to bill and collect these assessments itself, which will increase our costs significantly.



Guillermo Olmedillo, Town Manager



CW/RS/FD

TOWN OF SURFSIDE, FLORIDA

**SOLID WASTE MANAGEMENT SERVICES
ASSESSMENT ORDINANCE**

FIRST READING JUNE 12, 2018

SECOND READING AND ADOPTION JULY 10, 2018

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ORDINANCE NO. 2018_____

AN ORDINANCE OF TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY THROUGHOUT TOWN OF SURFSIDE, FLORIDA; PROVIDING FOR DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING SOLID WASTE SERVICE ASSESSMENTS; PROVIDING THAT SOLID WASTE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A SOLID WASTE SERVICE ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING PROCEDURES FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS; PROVIDING THAT ALL ORDINANCES AND PARTS OF ORDINANCES AND ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH BE REPEALED TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Section 2.08 hereof, establishing the rate at which a Solid Waste Service Assessment for a specific Fiscal Year will be computed. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which a Solid Waste Residential Service Assessment is imposed or reimposed.

"Apartment" means a rental Dwelling Unit located within the same Building as other Dwelling Units.

"Assessed Property" means all parcels of Residential Property included on the Assessment Roll that receive a special benefit from the delivery of the Solid Waste collection, disposal and recycling services, programs or facilities identified in the Initial Assessment Resolution or a subsequent Preliminary Rate Resolution.

"Assessment Roll" means the special assessment roll relating to a Solid Waste Service Assessment approved by a Final Assessment Resolution pursuant to Section 2.06 hereof or an Annual Rate Resolution pursuant to Section 2.08 hereof.

"Biohazardous Waste" means any Solid Waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste which contains human disease-causing agents, used disposable sharps, human blood, and human blood products and body fluids, and

other materials which represent a significant risk of infection to persons outside of the generating facility.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a Building.

"Bulk Trash" means any vegetative large items of various types which cannot be cut for placement in a garbage container. Bulk Trash shall not include White Goods, automobiles and automotive components, internal combustion engines or Construction Debris. Bulk Trash shall include carpeting of any diameter if folded, tied and rolled or bundled and cut in lengths of six (6) feet or less.

"Certificate of Occupancy" means the written certification issued by the Town that a Building is ready for occupancy for its intended use. For the purposes of this Ordinance, a set up or tie down permit or its equivalent issued for a mobile home shall be considered a Certificate of Occupancy.

"Commercial Collection Service" means the collection and transportation of Solid Waste from Commercial Property by the Town or its Franchisee to a Solid Waste disposal facility.

"Commercial Property" means all Improved Property other than Residential Property.

"Construction Debris" means materials generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or demolition

project, and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

"Dwelling Unit" means a Building, or a portion thereof, which is located upon Residential Property and lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

"Final Assessment Resolution" means the resolution described in Section 2.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the initial imposition of Solid Waste Service Assessments.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the Town.

"Franchisee" means an entity granted a franchise by the Town to collect, transport and dispose of Solid Waste within the Town.

"Garbage" means every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

"Government Property" means Residential Property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

"Improved Property" means all property within the incorporated area of the Town on which a Building or other improvements have been placed or constructed, which improvements result in such property generating Solid Waste or being capable of generating Solid Waste.

"Initial Assessment Resolution" means the resolution described in Section 2.02 hereof which shall be the initial proceeding for the identification of the Solid Waste Cost for which an assessment is to be made and for the imposition of a Solid Waste Service Assessment.

"Ordinance" means this Solid Waste Service Assessment Ordinance.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Preliminary Rate Resolution" means the resolution described in Section 2.08 hereof initiating the annual process for updating the Assessment Roll and directing the reimposition of Solid Waste Service Assessments pursuant to an Annual Rate Resolution.

"Property Appraiser" means the Miami-Dade County Property Appraiser.

"Prohibited Waste" means any Hazardous Waste, Biohazardous Waste, or Special Waste.

"Recyclable Materials" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste such as:

- (a) newspapers, including the normal percentage of rotogravure and colored sections, but not including phone books, magazines, and any paper other than newspaper;
- (b) aluminum beverage cans, commingled with ferrous food containers;
- (c) high density polyethylene plastics ("HDPE") commingled with polyethylene terephthalate plastics ("PET");
- (d) clear glass;
- (e) brown glass; and
- (f) green glass.

Recyclable Materials shall not include Prohibited Waste, white office paper, aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers or containers originally containing Prohibited Waste.

"Residential Property" means all Improved Property used as single-family Dwelling Units, Apartments or condominiums, except for Improved Property provided with commercial container service by an authorized commercial collection service provider at the time the Annual Assessment Resolution is adopted.

"Solid Waste" includes Garbage, Yard Trash, Bulk Trash, White Goods, or other discarded material resulting from normal housekeeping activities, and shall exclude Prohibited Waste.

"Solid Waste Service Assessment" means a special assessment lawfully imposed by the Town against Assessed Property to fund all or any portion of the cost of the provision of Solid Waste management services, including collection, disposal and recycling services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property.

"Solid Waste Cost" means the amount necessary to fund the Solid Waste management services, including collection, disposal and recycling activities of the Town allocable to Assessed Property during a Fiscal Year and shall include, but not be limited to:

- (A) the cost, whether direct or indirect, of all services, programs or facilities provided by the Town, or through contractual arrangements with the Town relating to Solid Waste management and disposal activities;
- (B) the cost of any indemnity or surety bonds and premiums for insurance;
- (C) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits;
- (D) the cost of computer services, data processing, and communications;
- (E) the cost of training, travel and per diem;
- (F) the recovery of unpaid or delinquent fees or charges advanced by the Town and due for Solid Waste management and disposal services, programs or facilities allocable to specific parcels;
- (G) the cost of engineering, financial, legal or other professional services;
- (H) all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Service Assessments or a prior year's assessment for a comparable service,

facility or program, including any service charges of the Tax Collector or Property Appraiser; (I) all other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, programs or facilities funded by the Solid Waste Service Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Town Commission; (J) a reasonable amount for contingency and anticipated delinquencies and uncollectible Solid Waste Service Assessments; and (K) reimbursement to the Town or any other Person for any monies advanced for any costs incurred by the Town or such Person in connection with any of the foregoing items of Solid Waste Cost.

"Special Waste" means Solid Waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead-acid batteries, and Biohazardous Wastes and shall include items that exceed any size limitations for Yard Trash and Bulk Trash.

"Tax Collector" means the Miami-Dade County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Town" means Town of Surfside, Florida.

"Town Commission" means the governing body of Town of Surfside, Florida.

"Town Manager" means the chief administrative officer of the Town, designated by the Town Commission to be responsible for coordinating Solid Waste Service Assessments, or such person's designee.

"Uniform Assessment Collection Act" means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem

assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

"White Goods" means discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

"Yard Trash" means vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches that shall not exceed four feet in length and four inches in diameter.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. FINDINGS. The Town Commission hereby declares:

(A) Pursuant to Article VIII, section 2(b), Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the Town Commission has all powers of local self-government to perform municipal functions and to render municipal services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of Town ordinances.

(B) The Town Commission may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Town Commission may legislate on any subject matter on which the Florida Legislature

may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to Solid Waste collection, disposal and recycling services, facilities or programs of the Town.

(C) The purpose of this Ordinance is to (1) provide procedures and standards for the imposition of annual Solid Waste Service Assessments under the general home rule powers of a municipality to impose special assessments; (2) authorize a procedure for the funding of Solid Waste management services, including collection, disposal and recycling services, facilities, or programs providing special benefits to property within the Town; and (3) legislatively determine the special benefit provided to Assessed Property from the provision of Solid Waste collection, disposal and recycling services by the Town.

(D) Pursuant to section 403.706(1), Florida Statutes, the Town has the general responsibility and authority to provide for the collection, transport and recycling of Solid Waste generated within its incorporated area to appropriate Solid Waste disposal facilities.

(E) In fulfilling its responsibilities, the Town currently provides the Solid Waste collection, disposal and recycling services in-house or provides the services itself, up to and including multi-family properties within the Town. The Town bills and collects the cost of such solid waste collection, disposal and recycling services and programs from owners of such Residential Property. The Town may elect at any time in the future to enter into an agreement with a Franchisee for the furnishing of Solid Waste collection, disposal and recycling services and programs within the Town. Pursuant to such agreement, the Town would pay the Franchisee for such services provided to Residential Property and, in turn, separately bill the respective Owners of such Residential Property. Due to widely varied

production of Solid Waste among the many and varied types of Commercial Property, the Franchisee bills and collects directly from Owners of Commercial Property.

(F) The existence of any Building or other improvement on Improved Property results in such property generating Solid Waste or being capable of generating Solid Waste.

(G) Whether imposed throughout the entire Town or a portion thereof, the imposition of a recurring annual Solid Waste Service Assessment is an alternative, equitable and efficient method to fairly and reasonably apportion and recover the Solid Waste management and disposal costs experienced by the Town among the parcels of Residential Property within the area assessed.

(H) The use of the uniform method of collection authorized by the Uniform Assessment Collection Act provides a mechanism to equitably and efficiently collect Solid Waste Service Assessments, as well as address payment delinquencies and recover unpaid fees, charges, or assessments advanced for Solid Waste management and disposal services, programs, and facilities allocable to specific parcels of Assessed Property.

(I) The annual Solid Waste Service Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(J) The Solid Waste Service Assessment imposed pursuant to this Ordinance is imposed by the Town Commission, not the Miami-Dade County Board of County Commissioners, Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Ordinance shall be construed as ministerial.

SECTION 1.04. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT.

The Town Commission hereby declares that the Solid Waste services, facilities, and programs of the Town provide a special benefit to property within the Town that is improved by the existence of a Dwelling Unit or Building based upon the following legislative determinations:(A) Solid Waste collection, disposal and recycling services, facilities, and programs furnished by the Town possess a logical relationship to the use and enjoyment of Residential Property by providing: (1) the required use of Solid Waste collection, disposal and recycling services, facilities, and programs by the Owners and occupants of Residential Property to properly, safely, and cost effectively dispose of Solid Waste generated on such property, (2) better service to Owners and tenants, (3) the enhancement of environmentally responsible use and enjoyment of Residential Property, and (4) the protection of property values and the health and safety of the Owners and occupants of Residential Property resulting from the uniform delivery and availability of such services, facilities, and programs.

(B) The provision of comprehensive and mandatory Solid Waste collection, recycling and disposal services and programs furnished by or through the Town to Residential Property enhances and strengthens the relationship of such services and programs to the use and enjoyment of Residential Property within the Town.

ARTICLE II

ANNUAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING ASSESSMENTS

SECTION 2.01. GENERAL AUTHORITY.

(A) The Town Commission is hereby authorized to impose an annual Solid Waste Service Assessment to fund all or any portion of the Solid Waste Cost upon benefitted property at a rate of assessment based on the special benefit accruing to such property from the Town's provision of Solid Waste collection, disposal and recycling services, facilities, or programs. All Solid Waste Service Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the Solid Waste Service Assessment imposed in a Fiscal Year against a parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Solid Waste Cost among properties on a basis reasonably related to the special benefit provided by Solid Waste collection and disposal services, facilities, or programs funded with assessment proceeds.

(C) Any unpaid or delinquent fees, charges, or assessments due the Town for Solid Waste management and disposal services or facilities which are allocable to specific parcels of Assessed Property may be included in the annual Solid Waste Service Assessment for such parcels. In such an event, any existing lien on each affected parcel for unpaid or delinquent fees, charges, or assessments shall be supplanted by the lien resulting from the inclusion of such unpaid or delinquent fees, charges, or assessments in the amount of the Solid Waste Service Assessment.

SECTION 2.02. INITIAL PROCEEDINGS. The initial proceeding for the imposition of a Solid Waste Service Assessment shall be the adoption of an Initial Assessment Resolution by the Town Commission (A) containing a brief and general description of the Solid Waste collection, disposal and recycling services, facilities, or programs to be provided; (B) determining the Solid Waste Cost to be assessed; (C) describing the method of apportioning the Solid Waste Cost and the computation of the Solid Waste Service Assessment for specific properties; (D) providing a summary description of the parcels of property (conforming to the description contained on the Tax Roll) located within the Town that receive a special benefit from the provision of Solid Waste collection, disposal and recycling services, facilities, or programs or describing a specific geographic area in which such service, facility, or program will be provided; (E) establishing an estimated assessment rate for the upcoming Fiscal Year; and (F) directing the Town Manager to (1) prepare the initial Assessment Roll, as required by Section 2.03 hereof, (2) publish the notice required by Section 2.04 hereof, and (3) mail the notice required by Section 2.05 hereof using information then available from the Tax Roll.

SECTION 2.03. INITIAL ASSESSMENT ROLL.

(A) The Town Manager shall prepare, or direct the preparation of, the initial Assessment Roll, which shall contain the following:

- (1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.
- (2) The name of the Owner of the Assessed Property.
- (3) The amount of the Solid Waste Service Assessment to be imposed against each such parcel of Assessed Property.

(B) The initial Assessment Roll shall be retained by the Town Manager and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 2.04. NOTICE BY PUBLICATION. Upon completion of the initial Assessment Roll, the Town Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the Town a notice stating that at a meeting of the Town Commission on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Town Commission will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (A) a geographic depiction of the property subject to the Solid Waste Residential Service Assessment; (B) a brief and general description of the Solid Waste collection and disposal services, facilities, or programs to be provided; (C) the rate of assessment; (D) notification that unpaid or delinquent fees, charges, or assessments due the Town for Solid Waste collection, disposal and recycling services allocable to specific parcels will be additionally included in the annual Solid Waste Service Assessment; (E) the procedure for objecting provided in Section 2.06 hereof; (F) the method by which the Solid Waste Service Assessment will be collected; and (G) a statement that the initial Assessment Roll is available for inspection at

the office of the Town Manager and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the Town Manager.

SECTION 2.05. NOTICE BY MAIL. In addition to the published notice required by Section 2.04, the Town Manager shall provide notice, or direct the provision of notice, of the proposed Solid Waste Service Assessment by first class mail to the Owner of each parcel of property subject to the Solid Waste Service Assessment. Such notice shall include (A) the purpose of the Solid Waste Service Assessment; (B) the rate of assessment to be levied against each parcel of property; (C) the unit of measurement applied to determine the Solid Waste Service Assessment; (D) the number of such units contained in each parcel of property; (E) the total revenue to be collected by the Town from the Solid Waste Service Assessment; (F) a statement that failure to pay the Solid Waste Service Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (G) notification that unpaid or delinquent fees, charges, or assessments due the Town for Solid Waste management and disposal services allocable to specific parcels will be additionally included in the Solid Waste Service Assessment; (H) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 days of the notice; and (I) the date, time, and place of the hearing. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The Town Manager may provide proof of such notice by affidavit. Failure of the

Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Town Commission pursuant to this Ordinance.

SECTION 2.06. ADOPTION OF FINAL ASSESSMENT RESOLUTION. At the time named in such notice, or to which an adjournment or continuance may be taken by the Town Commission, the Town Commission shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Town Commission adopt the Final Assessment Resolution which shall (A) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Town Commission; (B) establish the rate of assessment to be imposed in the upcoming Fiscal Year; (C) approve the inclusion of any unpaid or delinquent fees, charges, or assessments due the Town for Solid Waste management and disposal services; (D) approve the initial Assessment Roll, with such amendments as it deems just and right; and (E) determine the method of collection. The adoption of the Final Assessment Resolution by the Town Commission shall constitute a legislative determination that all parcels assessed derive a special benefit from the Solid Waste collection, disposal and recycling services, facilities, or programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit. All objections to the Final Assessment Resolution shall be made in writing, and filed with the Town Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Solid Waste Residential Service Assessments are imposed or reimposed hereunder.

SECTION 2.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Solid Waste Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Solid Waste Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Town Commission action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Solid Waste Service Assessments, such other official as the Town Commission by resolution shall designate.

SECTION 2.08. ADOPTION OF ANNUAL RATE RESOLUTION.

(A) The Town Commission shall adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year following the initial Fiscal Year for which a Solid Waste Service Assessment is imposed hereunder.

(B) The initial proceedings for the adoption of an Annual Rate Resolution shall be the adoption of a Preliminary Rate Resolution by the Town Commission (1) containing a brief and general description of the Solid Waste collection, disposal and recycling services, facilities, or programs to be provided; (2) determining the Solid Waste Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the

upcoming Fiscal Year; (4) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (5) directing the Town Manager to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) direct and authorize any supplemental or additional notice deemed proper, necessary or convenient by the Town.

(C) The Annual Rate Resolution shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Town Commission deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the Town Commission from providing annual notification to all Owners of Assessed Property in the manner provided in either or both Sections 2.04 or 2.05 hereof.

(E) Nothing herein shall preclude the Town Commission from establishing by resolution a maximum rate of assessment provided that notice of such maximum assessment rate is provided pursuant to Sections 2.04 and 2.05 hereof.

(F) In the event (1) the proposed Solid Waste Residential Service Assessment for any Fiscal Year exceeds the maximum rate of assessment adopted by the Town Commission and included in the notice previously provided to the Owners of Assessed

Property pursuant to Sections 2.04 and 2.05 hereof, (2) the purpose for which the Solid Waste Service Assessment is imposed or the use of the revenue from the Solid Waste Service Assessment is substantially changed from that represented by the notice previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Solid Waste Service Assessment from that represented by the notice previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property. Such notice shall substantially conform with the notice requirements set forth in Sections 2.04 and 2.05 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Town Commission pursuant to this Ordinance.

(G) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll, and the levy and lien of the Solid Waste Service Assessments), unless

proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Town Commission action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any prior fee, charge, or assessment imposed by the Town or any Solid Waste Service Assessment not challenged within the required 20-day period for those Solid Waste Service Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Solid Waste Service Assessments, such other official as the Town Commission by resolution shall designate. If the Solid Waste Service Assessment against any property shall be sustained, reduced, or abated by any court, an adjustment shall be made on the Assessment Roll.

SECTION 2.09. LIEN OF SOLID WASTE SERVICE ASSESSMENTS. Upon the adoption of the Assessment Roll, all Solid Waste Service Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for a Solid Waste Service Assessment shall be deemed perfected upon adoption by the Town Commission of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for a Solid Waste Service Assessment collected under the Uniform Assessment Collection Method shall attach to the property

included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for a Solid Waste Service Assessment collected under the alternative method of collection provided in Section 3.02 shall be deemed perfected upon adoption by the Town Commission of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.10. REVISIONS TO SOLID WASTE SERVICE ASSESSMENTS. If any Solid Waste Service Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Town Commission is satisfied that any such Solid Waste Service Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Town Commission has omitted any property on the Assessment Roll which property should have been so included, the Town Commission may take all necessary steps to impose a new Solid Waste Service Assessment against any property benefited by the Solid Waste Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Solid Waste Service Assessment is annulled, vacated, or set aside, the Town Commission may obtain and impose other Solid Waste Service Assessments until a valid Solid Waste Service Assessment is imposed.

SECTION 2.11. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Solid Waste Service Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Solid Waste Service Assessment as finally approved shall be competent and sufficient evidence that such Solid Waste Service Assessment was

duly levied, that the Solid Waste Service Assessment was duly made and adopted, and that all other proceedings adequate to such Solid Waste Service Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this section, any party objecting to a Solid Waste Service Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, Town Manager, Town Commission, or their deputies or employees, shall operate to release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Town Commission under the provision of this Ordinance.

(B) When it shall appear that any Solid Waste Service Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of Solid Waste collection, disposal and recycling services, facilities, or programs, but that such property was omitted from the Assessment Roll or was not listed on the Tax Roll as an individual parcel of property as of the effective date of the Assessment Roll approved by the Annual Rate Resolution for any upcoming Fiscal Year, the Town Commission may, upon provision of a notice by mail provided to the Owner of the omitted parcel in the manner and form provided in Section 2.05, impose the applicable Solid Waste Service Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Solid Waste Service Assessment due for the prior two Fiscal Years. Such Solid

Waste Service Assessment shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided in Article III hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(C) Prior to the delivery of the Assessment Roll to the Tax Collector in accordance with the Uniform Assessment Collection Act, the Town Manager shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any property subject to a Solid Waste Service Assessment, to reclassify property based upon presentation of competent and substantial evidence, and correct any error in applying the Solid Waste Service Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the Solid Waste Service Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the Town Manager and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the Town Manager.

SECTION 2.13. INTERIM ASSESSMENTS. An interim Solid Waste Service Assessment shall be imposed against all property for which a Certificate of Occupancy is issued after adoption of the Annual Rate Resolution. The amount of the interim Solid Waste Service Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year in which the Certificate of Occupancy is issued. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Solid Waste Service Assessment shall also include an estimate of the subsequent Fiscal Years Solid Waste Service Assessment. No Certificate of Occupancy shall be issued until full payment of the interim Solid Waste Service Assessment is received by the Town. Issuance of the Certificate of Occupancy by mistake or inadvertence, and without the payment in full of the interim Solid Waste Service Assessment, shall not relieve the Owner of such property of the obligation of full payment. For the purpose of this provision, such interim Solid Waste Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

ARTICLE III

COLLECTION AND USE OF SOLID WASTE SERVICE ASSESSMENTS

SECTION 3.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the Town Commission, the Solid Waste Service Assessments shall be collected pursuant to the uniform method provided in the Uniform Assessment Collection Act, and the Town shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

(B) The amount of a Solid Waste Service Assessment to be collected using the uniform method pursuant to the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the Owner as required under the Uniform Assessment Collection Act, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Solid Waste Service Assessment upon certification of a non-ad valorem roll to the Tax Collector by the Town.

SECTION 3.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of utilizing the Uniform Assessment Collection Act, the Town may elect to collect the Solid Waste

Service Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(A) The Town shall provide Solid Waste Service Assessment bills by first class mail to the Owner of each affected parcel of property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Solid Waste Service Assessment, (2) a description of the unit of measurement used to determine the amount of the Solid Waste Service Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Solid Waste Service Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Solid Waste Service Assessment is due, and (7) a statement that the Solid Waste Service Assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) The Town may provide for early payment and discount of the Solid Waste Service Assessment.

(C) A general notice of the lien resulting from imposition of the Solid Waste Service Assessments shall be recorded in the Official Records of the County. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(D) The Town shall have the right to foreclose and collect all delinquent Solid Waste Service Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A Solid Waste Service Assessment shall become delinquent if it is

not paid within 30 days from the date any installment is due. The Town or its agent shall notify any property owner who is delinquent in payment of his or her Solid Waste Service Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the Town or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Solid Waste Service Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Solid Waste Service Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(E) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the Town may be the purchaser to the same extent as any Person. The Town or its agent may join in one foreclosure action the collection of Solid Waste Service Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the Town and its agents, including reasonable attorney fees and title search expenses, in collection of such delinquent Solid Waste Service Assessments and any other costs incurred by the Town as a result of such delinquent Solid Waste Service Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(F) In lieu of foreclosure, any delinquent Solid Waste Service Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Solid Waste Service Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(G) Notwithstanding the Town's use of an alternative method of collection, the Town Manager shall have the same power and authority to correct errors and omissions as provided to him or her or other county officials in Section 2.12 hereof.

(H) Any Town Commission action required in the collection of Solid Waste Service Assessments may be by resolution.

SECTION 3.03. GOVERNMENT PROPERTY.

(A) If Solid Waste Service Assessments are imposed against Government Property, the Town shall provide Solid Waste Service Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Solid Waste Service Assessment, (2) a description of the unit of measurement used to determine the amount of the Solid Waste Service Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Solid Waste Service Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Solid Waste Service Assessment is due.

(B) Solid Waste Service Assessments imposed against Government Property shall be due on the same date as all other Solid Waste Service Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) A Solid Waste Service Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The Town shall notify the Owner of any Government Property that is delinquent in payment of its Solid Waste Service Assessment within 60 days from the date such assessment was due. Such notice shall state that the Town will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent Owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the Town, including reasonable attorney fees and title search expenses, in collection of such delinquent Solid Waste Service Assessments and any other costs incurred by the Town as a result of such delinquent Solid Waste Service Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, a Solid Waste Service Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in installments with a remedy of a mandamus action in the event of non-payment. The Town Commission may contract for such billing services with any utility, whether or not such utility is owned by the Town.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. APPLICABILITY. This Ordinance and the Town's authority to impose assessments pursuant hereto shall be applicable throughout the Town.

SECTION 4.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the Town, shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the Town Commission from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the Town, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 4.03. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 4.04. CONFLICTS. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.05. INCLUSION IN CODE. It is the intention of the Town Commission and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of Town of Surfside, Florida, that the Sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" may be changes to "Section" or other appropriate word.

SECTION 4.06. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption on the second reading.

PASSED AND ADOPTED on First Reading on this 12th day of June, 2018.

PASSED AND ADOPTED on Second and Final Reading on this 10th day of July, 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 Commission Communication

Agenda Item # 4B2

Agenda Date: June 12, 2018

Subject: Downtown Business District Parking Requirement Waiver

Background: At the May 8, 2018 Town Commission meeting there was a discussion item on providing a parking waiver for new retail or restaurant businesses filling existing vacancies downtown (Attachment A). The Administration received direction to return with an ordinance that facilitates the waiver (4:1 vote in favor).

Analysis: While there are probably many factors affecting the vacancies downtown, this waiver addresses the property owners' stated issue of the parking requirement being the foremost issue in filling their vacancies.

In a good faith effort to address their stated view, and to reinvigorate the economic development of downtown, the Administration is proposing a waiver of the parking requirement with the following restrictions:

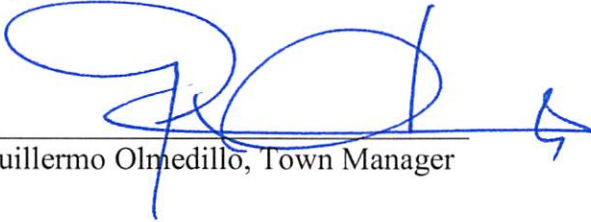
- The waiver would sunset after one year unless extended by the Town Commission. This is a change from the two-year waiver discussed on May 8, 2018 due to the desire to spur a more immediate economic resurgence
- The waiver would only apply to new businesses locating in existing vacant store fronts at 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 (reference Attachment A); 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 in 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. Thus, potentially resulting in increased patronage downtown and to all food and beverage establishments.

Staff Impact: The Tourist Bureau will assist with the outreach to the property owners and will monitor the venture. The Planning and Building operations will provide the waiver to applicable businesses when reviewed as part of a site plan, building permit or Certificate of Use issuance (whichever is the earliest).

Recommendation: The Administration is recommending the adoption of the accompanying ordinance as presented.

A handwritten signature in blue ink, consisting of a large, stylized 'G' followed by 'O' and 'L' and ending in a horizontal line with an arrowhead pointing to the right.

Guillermo Olmedillo, Town Manager

DT



Town of Surfside Commission Communication

Agenda Item

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:

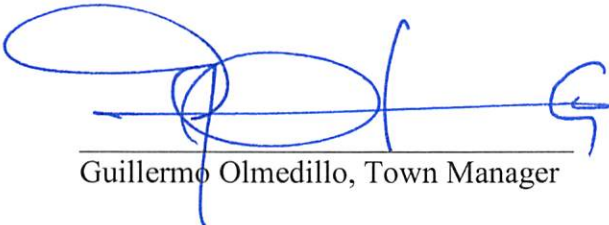
- The waiver would sunset after two years unless extended by the Town Commission
- The waiver would only apply to new businesses locating in existing vacant store fronts at the time of the ordinance adoption. An inventory of the existing vacancies will be conducted
- Businesses would be defined as retail 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

ORDINANCE NO. 18 - _____

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA
AMENDING SECTION 90-77 “OFF-STREET PARKING
REQUIREMENTS,” OF “CHAPTER 90 ZONING” OF THE
TOWN OF SURFSIDE CODE OF ORDINANCES TO
PROVIDE A PARKING EXEMPTION PROGRAM TO
ADDRESS VACANCY AND ECONOMIC REVITALIZATION
IN THE SD-B40 ZONING DISTRICT; 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 has worked with downtown businesses and property owners to
6 improve the economic health and vitality of the downtown and analyze and address operational
7 issues, vacancy, and economic growth; and

8 **WHEREAS**, the Town has conducted an inventory of downtown ground floor vacancies,
9 attached hereto and incorporated herein as the “2018 Downtown Vacancy Inventory”; and

10 **WHEREAS**, the large number of vacancies has reduced the vibrancy and economic
11 vitality of the Town’s Downtown; and

12 **WHEREAS**, the Town desires to take positive action to avoid the onset of blight and
13 restore the economic health and welfare of its crucial commercial district; and

14 **WHEREAS**, economic vitality and restoration can be enhanced with proactive policy
15 interventions designed to improve economic viability, therein fostering new business activity,
16 productivity and operational feasibility; and

17 **WHEREAS**, parking, and the limited availability of land may impact redevelopment,
18 changes of use and occupancy; and

19 **WHEREAS**, in order to help reduce vacancy, improve aesthetics, and restore the
20 pedestrian experience and downtown vitality, the Town desires to develop a temporary Parking
21 Exemption Program; and

22 **WHEREAS**, the Town Commission held its first public hearing on these regulations on
23 June 12, 2018; and

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

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

29
30 **WHEREAS**, the Town Commission hereby finds and declares that adoption of this
31 Ordinance is necessary, appropriate, and advances the public interest.
32

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

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

37 **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,
38 Section 90-77 “Off-street parking requirements “ of Chapter 90 “Zoning” is hereby amended as
39 follows¹:

40 **Sec. 90-77. - Off-street parking requirements.**

41 (a) Except as otherwise provided herein, when any building or structure is hereafter constructed;
42 or structurally altered so as to increase the number of dwelling units or hotel rooms to
43 increase its total commercial floor area, including provision of outdoor seating; or when any
44 building or structure is hereafter converted to any of the uses listed in subsection 90-77(c),
45 off- street parking spaces shall be provided in accordance with the requirements of
46 subsection 90-77(c), or as required in subsequent sections of this article. The requirement for
47 an increase in the number of required parking spaces shall be provided on the basis of the
48 enlargement or change of use.

49 (b) Parking compliance for properties and uses located in SD-B40 zoning district and for
50 religious places of public assembly in other areas of the town.

51 (1) Off-street parking applicability. This section applies to:

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

- 52 a. Uses within the SD-B40 zoning district where changes of use from service
53 businesses to restaurant or retail occur; and
- 54 b. Religious places of public assembly located within the area depicted on the Public
55 Assembly Places as set forth in subsection 90-41(d)(23) hereinabove.
- 56 (2) Options to satisfy parking requirements for uses specified in (1) above. Satisfaction of
57 the off-street parking requirements may be achieved with the permission of the town
58 commission through compliance with any combination of the following options:
- 59 a. On site provision of required parking spaces as more specifically set forth in
60 subsection 90-77(c);
- 61 b. Tandem parking as more specifically set forth in subsection 90-77(d);
- 62 c. Joint use and off-site facilities as more specifically described in section 90-80. If
63 parking is satisfied by agreement with a private third party, the town shall require
64 an agreement in writing for an effective period of no less than five years. No less
65 than 60 days prior to the expiration of such agreement, either a new agreement shall
66 be in place or the owner of the property for which the parking is being provided
67 shall receive the town's approval of the employment of one of the other prescribed
68 options contained in this subsection. Failure to secure the town's approval of one or
69 a combination of the prescribed options shall result in revocation of the owner's
70 certificate of occupancy and certificate of use;
- 71 d. Shared parking; or
- 72 e. Payment of parking trust fee that can be used to finance the provision of parking
73 whether through the purchase, construction or modification of parking facilities or
74 to otherwise provide for additional parking as more specifically set forth in
75 subsection 90-77(b)(4).
- 76 (3) *Modification of parking requirements.* In tandem with the use of options (2)c—e to
77 satisfy parking requirements, requests may be made for a reduction in the minimum
78 parking requirements which may be considered by the town upon receipt of an
79 application from the owner of the site seeking a reduction as follows:
- 80 a. Minor reductions. Requests for a reduction of one to three required parking spaces
81 may be approved by the town manager in consultation with the town planner as a
82 de minimus reduction upon a finding that the applicant has utilized the options
83 available in subsection 90-77(b)(2) above, to the greatest extent feasible. If the
84 request is denied by the town manager, that decision may be appealed to the town
85 commission.
- 86 b. Major reductions. The planning and zoning board shall hear requests for reductions
87 in parking in excess of the town manager's authority under subsection (3)a
88 hereinabove. Such requests shall be accompanied by a report prepared by the town
89 manager and town planner and approved for legal sufficiency by the town attorney,
90 analyzing existing and future parking demands, the availability of underutilized
91 public parking spaces, and traffic circulation. The report prepared by the town
92 manager and town planner and approved for legal sufficiency by the town attorney

will be based upon an independent study completed by a professional traffic engineer licensed in the State of Florida.

- c. Criteria for approval of major or minor reduction. Requests for reduction may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within 300 feet of the subject property along a practical and usable pedestrian route excluding residential districts.

If the request is denied by the planning and zoning board, that decision may be appealed to the town commission.

(4) Parking exemption. There is hereby created a "Parking Exemption Program".

- a. Program. For the period from [July 10, 2018 - Effective date of this Ordinance] to [July 10, 2019 - 1 year from the effective date of this Ordinance], first floor properties in the SD-B40 zoning district which are vacant as of [July 10, 2018 - Effective date of this Ordinance] shall not be required to provide parking spaces, beyond those currently provided for the property, for any additional parking spaces required by the following:

1. The development of currently vacant existing first floor square footage for a change of use to retail or restaurant use which creates a requirement for additional parking spaces;
2. The development of a new sidewalk café in conjunction with a new retail or restaurant occupancy in currently vacant space;
3. The development of second floor square footage for a change of use to retail or restaurant use which creates a requirement for additional parking spaces provided the second floor area is an integral part of and accessed solely from the interior of a connected first floor space.

- b. Application required. To qualify for the Parking Exemption Program, a parking exemption application must be submitted, in a form to be approved by the Town, with all supporting documentation as required by the application.

- c. Eligibility for Program.

1. Only properties vacant as of July 10, 2018 as identified by Town inventory dated July 10, 2018 are eligible for the Program.
2. The application for a parking exemption, and all supporting documents, including any applicable certificate of use, building permit or development approval applications, shall have been submitted and deemed to be complete by the Town prior to the Program expiration, and all required permits received

and the retail or restaurant space subsequently built and opened to the public within one year from approval of parking exemptions.

3. Eligibility is limited to first floor square footage which was existing and vacant as of July 10, 2018, which is changing use and will be utilized for retail, restaurant, or new sidewalk café space in conjunction with the new retail or restaurant occupancy of currently vacant space, or the occupancy of existing vacant second floor space for retail or restaurant use in conjunction with, and which is an integral part of and accessed solely from, the interior of a currently vacant connected first floor space.

d. Program guidelines.

1. Program duration. The Parking Exemption Program shall last for a period of one year, from July 10, 2018, to July 10, 2019. Notwithstanding the foregoing, the Town Commission, may, for any reason and in its sole discretion, discontinue this Parking Exemption Program at any point during the duration of the Program.
2. This Program does not allow the elimination of any existing parking spaces and exemptions cannot be obtained to replace existing parking.
3. This Program may not be used for new construction, expanded building area or for independently accessed, stand-alone second floor square footage.
4. Once parking exemptions are awarded, failure to complete construction and open to the public within one year of approval of any parking exemptions shall result in forfeiture of any parking exemptions obtained.
5. Status following end of Program.
 - i. Nonconforming. At the end of the Parking Exemption Program, all retail, restaurant, and sidewalk café area built under the Parking Exemption Program will become nonconforming use as to parking, and shall be subject to the requirements of the nonconforming use provisions of the Town's Code of Ordinances. Notwithstanding the foregoing, retail, restaurant and sidewalk café uses which were granted parking exemptions under this Program may be completely remodeled or rebuilt without providing additional parking, as originally permitted through the Parking Exemption Program, as long as it is the same business and use and the retail floor area or restaurant seating capacity is not increased. If floor area or seating capacity are increased, compliance with the parking requirements in effect at that time is required for the new floor area or

seating capacity, through a mechanism available in the Code then in effect.

ii. Availability of exemptions to successor businesses. Parking exemptions are granted to a specific business for a specific use and are not assignable or transferable to another business, use, or property.

* * *

(c) *Required parking table.* The number of off-street parking spaces that shall be required to serve each building or structure and use shall be determined in accordance with the following table:

Type of Residential Unit/Type of Use	Minimum Space Requirements
* * *	* * *
Grocery, fruit or meat market	1 space each 250 gross floor area
Retail store or Personal service establishment	1 space each 300 gross floor area
Office or Professional services use, except Financial institutions	1 space each 400 gross floor area
Medical or Dental uses	1 space each 300 gross floor area
Restaurants or other establishments for the consumption of food and beverages on the premises	1 space for every 4 seats
Financial institutions	1 space each 300 gross floor area
* * *	* * *

* * *

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 12th day of June, 2018.

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

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION

Commissioner 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:**

209

210

211

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

212 Town Attorney

213



Town of Surfside Commission Communication

Agenda Item # - 5A

Agenda Date - June 12, 2018

Subject - Award of ITB 2018-01 Harding Avenue Traffic Signal Loops

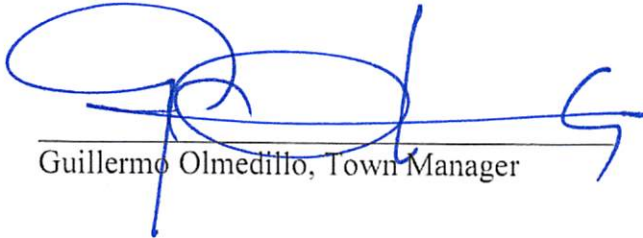
Background - The Town of Surfside has proposed traffic signal modifications at the Harding Avenue intersection of 88th Street, 93rd Street and 94th Street. The traffic signal modifications include the installation of traffic signal loops for the eastbound and westbound directions at these three intersections which will allow for traffic signal detection that will prompt the traffic signals to change. Currently, vehicles have to wait a predetermined amount of time before the light can change and they can proceed through the intersection. The design plans have been permitted through Miami Dade Department of Transportation and Public Works Permit (permit #DR 2017000223) and the Florida Department of Transportation (FDOT Construction Agreement #2016-C-691-10). The awarded Contractor will be required to construct the improvements as outlined in the bid documents for Bid (ITB) No. 2018-01. The Town advertised the Invitation to Bid (ITB) and received two bids on March 18, 2018.

Analysis - The installation of traffic loop detectors at the identified locations will improve the traffic operations and vehicular and pedestrian circulation. The increasing traffic volumes along Harding Avenue and surrounding local streets warrant the need for installation of this traffic signal infrastructure.

Budget Impact - The cost to construct these traffic signal improvements as outlined in the submitted bid will not exceed \$109,045.23. The Fiscal Year 2017-18 Municipal Transportation Fund budget includes \$50,000 for this project under account number 107-8500-549-6320. Additional funding of \$59,046 from the fund's reserves will be appropriated by amending the budget. Funding for the Municipal Transportation Fund comes from the Town's pro-rata share of the proceeds of the Miami-Dade voter-approved ½ Cent Charter County Transit System Surtax for use on local transportation and transit projects.

Staff Impact - The Town of Surfside Public Works Department will coordinate, manage and evaluate this contract work with the assistance of Calvin, Giordano & Associates, Inc. (CGA). CGA will be leading the construction administrative scope of services for this project.

Recommendation - Approval of the recommendation of award of ITB No. 2018-01 for the Town of Surfside Traffic Signal Modifications to Under Power Corp. in the amount of \$109,045.23. Staff recommends this project to move forward.



Guillermo Olmedillo, Town Manager



EC / RS / CW / DT

RESOLUTION NO. 2018 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING AND AWARDING THE BID OF UNDER POWER CORP. FOR THE HARDING AVENUE TRAFFIC SIGNAL MODIFICATIONS PROJECT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) issued Invitation to Bid (“ITB”) No. 2018-01 in order to solicit bids through a competitive procurement process for the Town of Surfside Harding Avenue Traffic Signal Modifications Project (the “Project”); and

WHEREAS, Under Power Corp. (“Contractor”) submitted the lowest, responsive and responsible bid in response to the ITB, and after review of the bids submitted and recommendation of award, the Town wishes to select the bid of the Contractor and award the Project; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to execute the Agreement with the Contractor for the Project, substantially in the form attached hereto as Exhibit “A” (“Agreement”); and

WHEREAS, the Town Commission finds that the award of the Project to Contractor and the Agreement are in the best interest and welfare of the Town.

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. Selection of Contractor and Award of Agreement. The Town Commission hereby selects the Bid of the Contractor, Under Power Corp., and awards the Agreement to perform the Project, based on the contract price included in the Contractor’s bid in the amount of \$109,045.23.

Section 3. **Town Manager Authorized to Execute Agreement.** The Town Manager is hereby authorized to execute the Agreement with the Contractor, substantially in the form attached hereto as Exhibit “A”, together with such changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

Section 4. **Implementation.** That the Town Manager and Town Officials are hereby authorized to take any and all action which is necessary to implement the Project, the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of June, 2018.

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

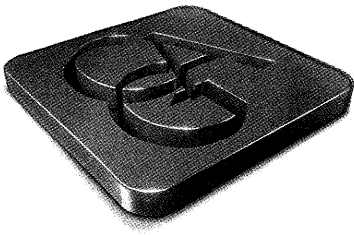
Daniel Dietch, Mayor

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



Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

April 16, 2018

Duncan Tavares
Assistant Town Manager
Town of Surfside
9293 Harding Ave
Surfside, FL 33154

**RE: Town of Surfside
Traffic Signal Modifications
Invitation to Bid (ITB) No. 2018-01
CGA Project No. 15-8083**

Dear Mr. Tavares,

An Invitation to Bid was advertised for the above referenced project, resulting in two (2) bids received and opened on March 8th, 2018. This letter provides an analysis of the two bids received for the Surfside Traffic Signal Modifications Project and a recommendation for award of Contract. The two were reviewed for mathematical correctness, thoroughness of completion of forms, surety, insurance requirements, licenses and references. The two bidders for the project in order of lowest bid are:

Under Power Corp.
A.U.M. Construction, Inc.

	Engineer's Estimate	Under Power Corp.	A.U.M. Construction, Inc.
Base Bid Amt.	\$112,199.00	\$109,045.23	\$148,003.60
% Difference	\$109,045.23	-2.8%	+31.9%

Under Power Corp. was the apparent low bidder with a Base Bid of \$109,045.23. We have reviewed the bid and bid attachments provided by Under Power Corp. and communicated with their references. Upon review, we found that the bid is complete and appropriate for the proposed work.

Under Power Corp.'s three references were contacted. Although one reference was unresponsive, the other two references provided positive feedback for their past work and confirmed that Under Power Corp. had performed work for each reference.

In addition to review of the references, we also verified the financial strength rating of the Bid Bond Company. We found that their bond company, International Fidelity Insurance Company, has a strong rating of 'A-' and are considered in excellent condition.

In keeping with the intent of 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, we recommend that the Town of Surfside award the contract for the above referenced project to Under Power Corp.

If you have any questions or require additional information, please do not hesitate to contact me at (954) 921-7781 or by e-mail at bmcSweeney@cgasolutions.com.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.



Robert McSweeney, P.E.
Director of Construction Engineering

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

TRAFFIC SIGNAL MODIFICATIONS FOR HARDING AVENUE

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018 by and between **TOWN OF SURFSIDE, a Florida municipal corporation** (hereinafter called "Owner") and **UNDER POWER CORP.**, a Florida corporation (hereinafter called "Contractor").

RECITALS:

WHEREAS, in response to the Owner's solicitation of bids ITB No. 2018-01 ("ITB") for traffic signal modifications to Harding Avenue ("Project"), Contractor submitted a bid for the Project, which ITB and bid are incorporated herein by reference and made a part hereof, and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the solicitation, and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Town that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Owner** and **Contractor** do hereby agree as follows:

Article 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Traffic signal modifications and loop for Harding Avenue.

Article 2. ENGINEER.

The Project has been designed by:

Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
(954) 921-7781

who is hereinafter called **Engineer** and who is to act as **Owner's** representative, assume all duties and responsibilities and have the rights and authority assigned to **Engineer** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. The Work will be substantially completed within **90 calendar days** after the date when the Contract Times commence to run completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **120 calendar days** after the date when the Contract Times commence to run.

3.2. LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand and 00/100 dollars (\$1,000.00)** for each day that expires after the time specified in paragraph 3.1 for each Substantial Completion date until the Work is substantially complete. If Contractor shall neglect, refuse or fail to complete the project by the project completion date within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay **Owner One Thousand dollars and 00/100 dollars (\$1,000.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

FOR A LUMP SUM CONTRACT OF:

TOTAL BASE BID (Lump sum, Unit prices, and contingency items)

One Hundred and Nine Thousand Forty Five and 23/100 Dollars **(\$109,045.23)**

(use words)

figures

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1. Progress Payments; Retainage. Owner shall make progress payments on account of the contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the **last** day of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by **Engineer**, and if the character and progress of the Work have been satisfactory to **Owner** and **Engineer**, **Owner**, on recommendation of **Engineer**, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to **Owner** as provided in paragraph 14.02 of the General Conditions and within Section 9-6.5 partial payments as provided in FDOT Standard Specifications for Road and Bridge Construction.

5.1.2. When circumstances beyond the **Contractor's** control arise (as determined by the **Owner**) the **Owner** may allow the total payment to the **Contractor** to increase to 98% of the contract price (with the balance being retainage), less such amounts as **Engineer** shall determine, only after receipt of the final as-builts and upon substantial completion of the project and in accordance with Paragraph 14.02 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, **Owner** shall pay the remainder of the Contract Price as recommended by **Engineer** as provided in said paragraph 14.07.

Article 6. INTEREST. (Not Applicable)

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce **Owner** to enter into this Agreement **Contractor** makes the following representations:

7.1. **Contractor** has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. **Contractor** has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. **Contractor** is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. **Contractor** has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1. of the General Conditions. **Contractor** accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extend of the "technical data" contained in such reports and drawings upon which **Contractor** is entitled to rely as provided in paragraph 4.2 of the General Conditions. **Contractor** acknowledges that such reports and drawings are not Contract Documents and may not be complete for **Contractor's** purposes. **Contractor** acknowledges that **Owner** and **Engineer** do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. **Contractor** has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods,

techniques, sequences and procedures of construction to be employed by **Contractor** and safety precautions and programs incident thereto. **Contractor** does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. Contractor is aware of the general nature of work to be performed by **Owner** and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. Contractor has correlated the information known to **Contractor**, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. Contractor has given **Engineer** written notice of all conflicts, errors, ambiguities or discrepancies that **Contractor** has discovered in the Contract Documents and the written resolution thereof by **Engineer** is acceptable to **Contractor**, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between **Owner** and **Contractor** concerning the Work consist of the following:

- 8.1.** This Agreement.
- 8.2.** Exhibits to this Agreement.
- 8.3.** Performance, Payment, and other Bonds, identified as exhibits 00600 and 00601 and consisting of 4 pages.
- 8.4.** Notice to Proceed.
- 8.5.** General Conditions (pages 1 to 44, inclusive).
- 8.6.** Supplementary Conditions (pages 800-1 to 800-A-FDEP-45, inclusive) and any amendments thereto.
- 8.7.** Specifications bearing the title Specifications and consisting of 16 divisions.
- 8.8.** Drawings consisting of a cover sheet and sheets numbered as specified in Section 00010 LIST OF DRAWINGS.
- 8.9.** Addenda Nos. 1 and 2, inclusive.
- 8.10.** Contractor's Bid.
- 8.11.** Documentation submitted by **Contractor** prior to Notice of Award.
- 8.12.** The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.
- 8.13.** Amendments and Additions to the Standard General Conditions of the Construction Contract and the Supplementary Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement and incorporated herein (except as expressly noted otherwise above). In the event of any conflict among the foregoing, the documents shall govern in the order listed herein, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.3. Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon **Owner** and **Contractor**, who agree that the Contract Documents shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.4. Independent Contractor. Contractor is an independent contractor under this Agreement. This Agreement does not create any partnership nor joint venture. Work provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Agreement shall be those of the Contractor.

9.5. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town's reasonable attorneys' fees and costs incurred in connection therewith.

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

9.7. Waiver of Jury Trial. Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract for Construction, arising out of, under, or in connection with the Construction of the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

9.8. Notices/Authorized Representatives. 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:

Town of Surfside
Town Manager
9293 Harding Avenue
Surfside, Florida 33154

With a copy to:

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

For the Contractor:

Under Power Corp.
7900 NW 60 Street
Miami, Florida 33166
Attention: Rafael Nin, President

9.9 Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Agreement (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

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

9.11 Other Provisions.

9.12 Drawings. See Index Sheet on Drawings.

9.13. In accordance with the indemnification provision contained in the General Conditions, the **Contractor** agrees to indemnify and save harmless **the TOWN OF SURFSIDE, and their agents and employees**, from or on account of any injuries or damages received or sustained by any person or person during or on account of any operations connected with the construction of all Work; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor, subcontractor, agents, servants, or employees; and

9.14. In Accordance with the insurance provisions set forth in the Supplemental Conditions, **Contractor** agrees to at a minimum maintain in force at all times during the life of the construction, public liability insurance, by separate certificate, in an amount not less than \$1,000,000 for injuries, including willful death, to any one person and subject to those same limits for each person, in an amount not less than \$1,000,000 for damages as a result of each occurrence and property damage insurance and in an amount not less than \$1,000,000 for damages on any one occurrence and \$2,000,000 in the aggregate. Such policy shall specifically protect the **TOWN OF SURFSIDE, AND their agents and employees**, by making them an additional insured, and shall not be modified or canceled without thirty (30) days written notice to the **TOWN OF SURFSIDE**.

9.15 Should the final completion and acceptance of the work herein embraced together with any modification or additions be delayed beyond the time herein set because of lack of performance by the Contract, it is understood and agreed that aside from any other liquidated damage per day for such delay from such time until the work is completed and accepted as herein provided, all costs of engineering and inspection on behalf of the Owner will be charged to the contractor and deducted from any estimate or payment otherwise due and payable to him from time to time. The costs of engineering and inspection which may be charged to the Contractor by the Owner under this article shall be equal to the Engineer's charges to the Owner.

ARTICLE 10

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the Town to enter into this Agreement, Contractor makes the following representations and warranties:

10.1 Contractor represents the following:

10.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

10.1.2 Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

10.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

10.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time

and in accordance with the other terms and conditions of the Contract Documents.

10.1.5 Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

10.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

10.1.7 Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10.1.8 The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

10.2 Contractor warrants the following:

10.2.1 Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Agreement because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

10.2.2 Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

10.2.3 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Agreement and at all times during said Work, all required licenses and permits whether federal, state, County or Town. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including Town building permits.

11. OWNERSHIP AND ACCESS TO RECORDS; PUBLIC RECORDS

11.1 Contractor acknowledges and agrees that all data, information and materials prepared by Contractor and accepted and paid for by Town which relate to the Work which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

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

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

11.5 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.

11.6 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager and/or his designee, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

11.8 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS. CUSTODIAN OF RECORDS: SANDRA NOVOA
TOWN CLERK**

**Mailing address: 9293 Harding Avenue
Surfside, Florida 33154**

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

Email: snovoa@townofsurfside.fl.gov

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in Five (5) parts. One counterpart each has been delivered to **Owner, Contractor** and **Engineer**. All portions of the Contract Documents have been signed, initialed or identified by **Owner** and **Contractor** or identified by **Engineer** on their behalf.

This Agreement will be effective on _____, 2018 (which is the Effective Date of the Agreement).

ATTEST: _____

[CORPORATE SEAL]

Address for giving notices

CONTRACTOR:

UNDER POWER CORP., a Florida corporation

By: _____
Name: _____
Title: _____

Date Executed: _____

[CORPORATE SEAL]

License No. _____

Agent for service of process

(If Contractor is a corporation, attached evidence of authority to sign).

**SIGNATURE PAGE FOR CONTRACTS/AGREEMENTS
TOWN EXECUTIONS**

IN WITNESS WHEREOF, the parties hereto have made and executed this (Agreement or Contract) on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its Manager, authorized to execute same by Commission action on the ____ day of _____, 2018; and Contractor authorized to execute same.

OWNER:

TOWN OF SURFSIDE, a Florida municipal corporation

ATTEST:

By: _____
Guillermo Olmedillo, Town Manager

Town Clerk

____ day of _____, 2018

Approved as to form and legality by:

Town Attorney

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of
UNDER POWER CORP., a Florida corporation, and that
_____, who signed the Bid with Town of Surfside,
Miami-Dade County Florida for UNDER POWER CORP., a Florida corporation, Town Bid No.
ITB No. 2018-01, is _____ of said Corporation with full authority to
sign said Bid on behalf of the Corporation.

Signed and sealed this ____ day of _____, 2018.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF DADE

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018.

My Commission Expires:

Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of
UNDER POWER CORP., a Florida corporation, who signed the Bid with Town of Surfside,
Miami-Dade County Florida for the project titled

_____, Consultant Project No. ITB No. 2018-01,
and that the following persons have the authority to sign payment requests on behalf of the
Corporation:

_____ (Signature)	_____ (Typed Name w/Title)
----------------------	-------------------------------

_____ (Signature)	_____ (Typed Name w/Title)
----------------------	-------------------------------

_____ (Signature)	_____ (Typed Name w/Title)
----------------------	-------------------------------

Signed and sealed this ____ day of _____, 2018.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF DADE

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018.

My Commission Expires:

Notary Public



Town of Surfside Commission Communication

Agenda Item # 5B

Agenda Date: June 12, 2018

Subject: Abbott Avenue Drainage Study – 90th Street to 96th Street

Background: The Collins and Harding Avenue corridors' storm water conveyance is serviced via a Florida Department of Transportation (FDOT) system, inclusive of drainage structures, gravity piping and a pressurized storm water pump system. In the past, the FDOT system has experienced short term periods where the system did not function as designed, most recently due to a mechanical failure. During these temporary FDOT outages, the storm water ponds heavily on Collins and Harding Avenues and eventually impacts Abbott Avenue as well. The Town's storm water system along Abbott Avenue is not equipped to handle the increased storm water runoff received during a FDOT system failure and can experience temporary flooding issues.

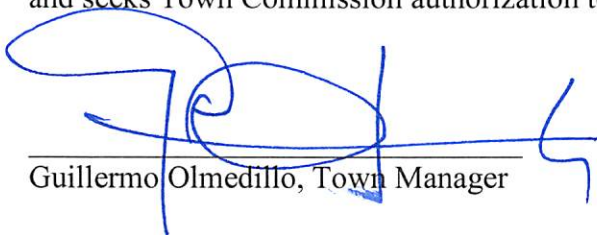
Analysis: In addition to these impacts, Abbott Avenue does have low lying areas, notably at 95th, 94th, 92nd and 91st Streets, which result in resident concerns when temporary flooding occurs.

The Administration is proposing the analysis of the cause(s) of the ponding water as well as evaluate options and order of magnitude costs for addressing the problem(s). The report will include options of adding structures, piping and gravity systems as well as pressurized pump solutions if needed.

Budget Impact: Calvin Giordano & Associates, Inc. (CGA) Work Authorization No. 112 (Attachment A) for a not to exceed amount of \$36,384.39. Addressing the Abbott Avenue Drainage is not a budgeted item in the adopted Fiscal Year 2017/2018 Budget. Funding will be provided from the Stormwater Utility Fund.

Staff Impact: Services to be performed by CGA and managed by Public Works.

Recommendation: The Administration recommends approval of CGA Work Authorization No. 112 and seeks Town Commission authorization to proceed with this study.



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 2018- ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION TO CALVIN GIORDANO & ASSOCIATES, INC. TO PERFORM A DRAINAGE STUDY FOR ABBOTT AVENUE; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, in accordance with the provisions of the Agreement, Consultant and the Town have agreed to enter into a Work Authorization (“Work Authorization”) for the Consultant to perform a drainage study for Abbott Avenue to assess the existing stormwater drainage and provide recommendations for improvements to resolve the periodic flooding, in an amount not to exceed \$36,384.39, and as attached hereto as Exhibit “A” (the “Services”); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF

THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

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

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of June, 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:

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



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

April 17, 2018

Mr. Guillermo Olmedillo
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 112
Surfside Abbott Avenue Drainage Study - 90th Street to 96th Street
CGA Proposal No. 18-1160

Dear Mr. Olmedillo,

Enclosed for your review and approval is Work Authorization No. 112 for Surfside Abbott Avenue Drainage Study - 90th Street to 96th Street. The scope of the project includes Drainage study, analysis, recommendations.


The Scope of Services to be furnished under this Work Authorization includes Civil Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$36,384.39.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax


Chris Giordano
Vice President

www.cgasolutions.com

TOWN OF SURFSIDE

Surfside Abbott Avenue Drainage Study - 90th Street to 96th Street

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal for professional services to evaluate and assess the existing stormwater drainage conditions for Abbott Ave from 90th Street to 96 Street and to offer recommendations for improvements to resolve issues with reported ponding and setting water. CGA shall perform a drainage study to determine the potential cause of the “flooding” and shall prepare a report to outline the causes and the options for addressing (resolving or minimizing) the causes and eliminating or mitigating the “flooding”, as appropriate. The specific services offered herein are detailed as follows:

I. Professional Engineering Services

A. Civil Engineering

1. CGA shall provide a rainfall event visual observation of the drainage system during a storm event with photographs in order to earmark potential conveyance and low spot problem areas followed by a dry visual observation of the drainage system. Example of problems that may be found include low areas that were improperly graded, potential pipe conveyance problems such as underground blockages and improperly sized culverts along with blocked water control structure or blocked swales. The rainfall event visual observation is predicated on rainfall being available during the study period.
2. CGA shall review as-built/record drawings, previous drainage study and develop a drainage analysis of the study limits. The analysis shall aid in identifying drainage deficiencies in the area. The drainage analysis shall be developed utilizing ICPR software. Hydrologic and hydraulic storm events to be modeled include the 5-Year 1-Day, 10 Year 1-Day, and 25-Year 3-Day.

3. CGA shall prepare a drainage study detailing the findings of the analysis. The deliverable shall be a Drainage Report which will include a description of the existing conditions, drainage model preparation and procedure, drainage model of potential recommendations, exhibits for potential drainage improvements, and a descriptive outline of the recommendations.
4. CGA shall attend one conference call to provide findings of the visual observation reports followed by one Town staff meeting to discuss the Drainage Report.
5. CGA shall provide a preliminary opinion of probable construction cost for the potential recommendations provided in the report. The preliminary opinion of probable cost shall be limited as it will not be based upon final plans and permits with the intent of providing an order of magnitude for the Town to determine a cost-benefit of the potential recommendations.
6. No engineering plan preparation or permitting will be included in the proposal. Implementation of any improvement will be under a separate proposal.
7. Survey: In many cases during drainage studies it can be found that pertinent survey information may be required to complete the analysis of the system. If additional information is required, CGA shall request the information from the Town. CGA shall offer survey services to provide this information under a separate authorization as requested and approved by the Town. Sample information that may be needed includes: roadway elevations, pipe size verification, as-built information verification, finished floor elevations and drainage basin high/low points not available through visual observation.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$34,651.80 plus reimbursables at \$1,732.59 with a total not to exceed amount of \$36,384.39. Payments to be made monthly.

Work Authorization No. 112

April 17, 2018

Calvin, Giordano & Associates, Inc. Proposal No. 18-1160

3. SUBMITTED

Submitted by: _____

Chris Giordano

Date: _____

4/18/18

4. APPROVAL

Approved by: _____

Guillermo Olmedillo, Town
Manager

Date: _____

**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 112
PROJECT NAME Surfside Abbott Avenue Drainage Study - 90th
Street to 96th Street
CGA Proposal No. 18-1160
DESCRIPTION Drainage study, analysis, recommendations

TITLE	RATE	HOURS/UNITS	COST
Associate Engineering VI	\$208.97	4	\$835.88
Clerical	\$83.57	8	\$668.56
Director Engineering V	\$179.11	8	\$1,432.88
Eng Sr CADD Tech Manager	\$119.41	40	\$4,776.40
Project Engineer III	\$143.28	32	\$4,584.96
Project Manager IV	\$155.23	144	\$22,353.12
			\$34,651.80

SUB-CONSULTANTS	COST
------------------------	-------------


LABOR SUBTOTAL	\$34,651.80
REIMBURSABLE SUBTOTAL	\$1,732.59
TOTAL	\$36,384.39

Reviewed by: _____
Guillermo Olmedillo, Town Manager



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director 

DATE: May 7, 2018

SUBJECT: 92nd Annual FLC Conference
VOTING DELEGATE INFORMATION
August 16-18, 2018 – The Diplomat Beach Resort, Hollywood

The Florida League of Cities' Annual Conference will be held at The Diplomat Beach Resort, Hollywood, Florida on August 16-18. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2017.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 10, 2018.**

Attachments: Form Designating Voting Delegate

**92nd Annual Conference
Florida League of Cities, Inc.
August 16-18, 2018
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Important Dates

May 2018

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2018

Appointment of Resolutions Committee Members

July 10th

Deadline for Submitting Resolutions to the League office

August 16th

Policy Committee Meetings
Voting Delegates Registration

August 16th

Resolutions Committee Meeting

August 18th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session



**Town of Surfside
Town Commission Meeting
June 12, 2018
7:00 pm**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9C
Date: June 12, 2018
From: Michael Karukin
Subject: Establish Sustainability and Resiliency Committee

Objective: Establish Sustainability and Resiliency Committee

Consideration: On June 14th 2016 the Town Commission created the Sustainability Subcommittee of the Planning and Zoning Board (Resolution No. 16-2378) “to study and recommend policies and programs that strengthen the resiliency of our community”.

Subsequent to establishing that subcommittee the Town Commission itself has consistently expressed its own interest in directing town resources on projects aligned with the same goals:

1. Adapting and mitigating to climate change and sea level rise;
2. Promoting green and sustainable building, construction and operations;
3. Protecting, restoring, optimizing and creating green spaces;
4. Improving alternative transportation and mobility; and
5. Increased environmental awareness and stewardship of our treasured ecosystems

At the last commission meeting, it became clear that the interests from the commission and P and Z overlap on this topic. Therefore, to consolidate the effort, create operational efficiencies and to focus our resources on high priority and actionable projects, it is proposed that the Town Commission establish a new committee; the Sustainability and Resiliency Committee, to replace the current subcommittee. In this manner, the Town Commission can take a more active leadership role in establishing, prioritizing and funding actionable projects (e.g., undergrounding powerlines).

Recommendation:

- 1) Abolish the existing Sustainability Subcommittee and establish the Sustainability and Resiliency Committee.
- 2) The Town Commission and the Planning and Zoning Board shall appoint a nonvoting liaison so each of those 2 boards has a non-voting member on the new committee.



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9D

Date: June 4, 2018

From: Commissioner Tina Paul

Subject: 2018 Leaf Workshop – Hurricanes + Our Urban Tree Canopy - report

Objective – to study benefits of Trees and ways to create a more resilient Tree Canopy in the Public Right of Way throughout neighborhood and implement Right Tree, Right Place.

Consideration – on May 4, I attended the 2018 Leaf Workshop as part of Miami Tree Week, sponsored by Neat Streets Miami and Miami-Dade Parks, Recreation and Open Spaces Department.

The discussion centered on the lessons of Hurricane Irma and the impact on Trees County-wide. Knowledge was shared about the intricacies of the hurricane clean up and most important, how to plant for the future with Right Tree, Right Place. The focus was on how Trees serve as a layer of protection, from heat, carbon and impact and how to balance or maximize these benefits through proper species selection, planting and maintenance.

Recommendation – to consider ways to maximize the benefits of Trees in our Community with proper planting practices to create a more resilient Urban Tree Canopy.

2018 Leaf Workshop: Hurricanes & Our Urban Tree Canopy

Celebrating Million Trees Miami - May 4, 2018 - notes

Keynote – Resilience 2.0: Maximizing Miami Dade County's Trees for Health and Safety

Jad Daley – Vice President of Conservation Programs, American Forests

Trees provide a multiple benefit solution

Miami is aiming high for resilience - a holistic vision

Community resilience is complicated, needs to be balanced and complete

How to maximize Trees for resilience

Protect - plant for storm resilience

Tree species selection, grouping trees, depth of planting, pruning and tree care

Manage tree canopy that we have

What do we know, what do we need to know?

Absorb – plant, water - smart Trees

Cool - plant for shade for health resilience to address vulnerabilities -

extreme heat, a public health threat not getting the attention it deserves

Resilient transportation - greening bus stops, reducing carbon emissions

Urban forest = resilient climate, slowing climate change

Trees can provide economic resilience

tree care increases jobs in urban forestry

Starts with community leadership

Put the right trees in the right places

Better storm water management, heat relief

Utilize diverse forms of finance - City Forest Credits

Leverage national partnerships

TCIA – Tree Care Industry Association

pathway to employment, role of educational institutions is a critical component

maximizing growth in canopy and minimizing loss

Panel - Activating & Communicating with The Public Before & After The Storm

Irma was largest evacuation in US history

Prepare today, have plan, choose evacuation center as a last resort

Pack kit, additional charger, non-perishable food, water, register for assistance

Storm is a very human experience - have team ready, communicate plan,

every moment to prepare is critical

How do you activate people who don't want to leave?

education process, check storm surge simulator on website, look at risk

New storm surge maps showed storm surges past the turnpike
with more people at risk
Evacuation order is in place because emergency responders
can't get to people timely
311 Communications Department is link between County and residents,
website updated, TV channels, social media - verifying information
and getting it out quickly
Changing nature of communicating before and after a storm
solid waste mailer for storm preparation - new mailer, simplified,
information from all departments providing one source
Maximized social media to put out message - trim trees, put kit together
Manage all information and keep it accurate
advice for when power is out - traditional media, like radio
communication became a lot of word of mouth
Citywide departments conference call with leadership team
constant flow of information, consistent

Leadership needs to be rested and ready to go after a storm
At lockdown, have to wait out the storm for life safety,
evacuation order is for safety
Social media gained importance, though radio works when all else goes down
OEM, public works, 311 all did an incredible amount of work

Tree canopy is a buffer and protects property,
vegetative debris was difficult but easier to pick up than walls and furniture.
Don't over prune trees because they serve as a buffer
We need to be conscious of planting trees in the right places
to recover and plant in the right way
Landscape architects need to understand trees and the soil and resilience
wrong place, right tree - right tree in right place and right planting
Need to understand more about trees and what we can do
to have a resilient urban canopy

Panel - Hurricane Debris: Planning & Response

more than 4.4 million cubic yards of hurricane debris was cleared after Irma
3,000 certified trucks for debris pick-up
Private roads and communities were challenging
because FEMA required access clearance
1600 private roads in Miami-Dade
Temporary debris management sites were challenging, FEMA required sizing
8 sites, critical to operations
Long haul debris disposal

Direct mail to residents how to get pick up, separate mailer to private roads
Code Enforcement was suspended until residents took advantage,
disposing toys and things not damaged during the hurricane.
Responded to social media complaints and calls
Debris removal is impacted by many things - streets filled with trees for weeks,
areas with more trees took longer
Traffic and weather impacted ability to pick up debris
All of Miami-Dade County had debris, not just sections
Managing people's expectations of storm debris,
what they want to happen and what can happen

Miami-Dade Parks Department also maintains roadways
Public needs a place to go so parks try to open quickly
270 Parks - total debris removal 128,000 cubic yards
738 tree leaners that could not be set
1700 stumps removed
3 disposal sites - operations just finished this week (May 2018)
475,000 cubic yards removed by Parks in addition to Public Works removal
1400 trees were reset

Urban Forest Strike Team
Arborists do tree assessment on public trees
State deployment, not federal
Federal team 13 people - mitigate risk that's left in the tree canopy
FEMA guidelines - 6 ft or greater qualifies as a tree
Flagler County requested help after Matthew because of salt intrusion Oak Trees
1,038 trees had damage in Miami-Dade County
Naples had their own tree inventory 5,900 trees, size & species - requested help
Storm results can show up later
Important to have a tree inventory for species loss and canopy loss
Know what trees to plant after the storm
Mapping was challenging
Wording - response or recovery, concern about safety issues
response is better

Response and mitigating risk
Challenges with securing contractors post storm
Pre-qualified pool of vendors who do hauling – competitive bid, market rate
Prior to storm, received quotes for resets
After storm, main concern is roadways
Pool contracts in place saves time
In house staff - immediate essential clearing
Communication is key

2 key environmental problems

Tree debris mixed with household debris causing mulch to be unusable
Healthy Trees were cut unnecessarily
Now debris is turning into methane harming the environment
Communication and education for people to separate debris

Is there an urban tree guide for planting right trees in right places?
Street tree master plan, multi publications
Create more composting year round to utilize tree trimmings
instead of sending to landfills
Miami-Dade is creating fuel with some of the waste at resource recovery facility
Parks department recycles clippings to be used as mulch
Right of way trees are too difficult to sort out
FEMA strict guidelines for what can be done with material waste, it was
mixed-up and can't be handled more than once therefore it was contaminated

VibrantCitiesLab.com
Resources for planting resilient trees
Urban wood reuse

Long-Term Sustainable Disaster Recovery

Matt Spitsen, Program Growth Manager, Arbor Day Foundation,

Arbor Day Foundation established in 1972
100 million trees planted in Nebraska in 1872
Community tree recovery foundation began after Katrina
Long-term sustainable recovery - Insurance doesn't cover tree loss
Trees shade homes, bring hope and comfort

Tree distribution events, find funding to give trees to areas with tree loss
Trees can be solution to climate change with environmental benefits
Intercepts storm water, carbon

Maintaining our Urban Tree Canopy year round
You can design the best property but if it's not maintained it will not survive
Attaining a resilient tree canopy through pruning – the way tree is planted
and how it's put in the ground has more do with how it is maintained
Problem now is trees surrounding by contract
Even in perfect conditions, trees require maintenance
Spending a little money early on can save money later on

Irma's winds split trees because they had weak structure
pruning and reduction cuts would have saved them
Lack of pruning, improper planting, roots can't grow properly
many landscapers don't know how to prune trees, arborists can't compete
Right Tree, Right Location, Right Care = Resilient and Sustainable Tree

Panel – Maintaining Our Urban Tree Canopy Year Round

Nicholas Sardinia, lead FPL vegetation specialist

Tree Safety - Proper Tree Set Back
Utility Pruning Zone
Right tree right place - look up before you plant,
do not plant trees under power lines
Incentives and compensation for relocating trees
FPL.com/trees

Ian Wogan, Co-founder, True Tree Service and President, Tropical Arborist Guild
truetreeservice.com

Tree influencers ability to manage our assets of urban trees
Understanding goals and objectives
Education of employees and clients
Development impacts tree risk assessment- analysis if trees are at risk
and how to improve health of trees
Create a Walkability corridor
How to manage and design urban spaces for trees
Understanding how trees react to environmental conditions
Importance of grouping trees together for resilience
Tree species selections - site-specific conditions, soil, topography, hydrology
Regional environmental conditions, storm events, wet/ dry periods
Native, naturalized, exotic, invasive

Henrique Mayer, MS Commercial Urban Horticulture Agent, University of Florida

Quality trees in landscape, recognize mistakes and correct them
Florida grade standards for nursery plants
Roots grow out into landscape soil radially straight from horizontal to root ball
Roots that circle in the container remains in that position forever
Shave off peripheral root ball
Loosing canopy because not planted right or corrected the problem
Trees become liability instead of asset
1 million dollars for trees, 1/2 million for maintenance

Questions

What are your thoughts on best management and innovative ideas for our ecosystem?

Importance of insulation as presented by Frost Museum
critical to form and update best management solutions
through educators and management

Mangroves can mitigate storm surge and pollution, better for our fisheries

Chapter 24.49 Miami-Dade County regulates topping
Broward County require licenses for pruning trees, Miami-Dade does not
biggest problem in the County is wrong place, wrong tree and maintenance
or poor pruning practices

Why did FPL stop tree maintenance program?

2 weeks prior, FPL does, maintenance, not year round
and only to clear the power lines

Panel - Creating Resilient Ecosystems & Streetscapes

Meenakshi Jerath, Coordinator of Research Programs at the Disaster Risk
Reduction Program of the Extreme Events Institute, Florida International
University

Valuing the Carbon Stocks in the Treasured Mangroves in the Everglades
Hurricane Wilma 2005 - Everglades mangroves took the brunt of the storm
looks and damage would have been greater without the mangroves sea wall
Mangrove Natural Shoreline protected better than man made seawall
Ecosystem Benefits - hurricane protection, storm surge protections
Blue carbon in mangroves - stores carbon
50% of the mangroves of the world are gone
Assess quantity and economic value of legacy carbon in everglades mangroves
Mangroves in natural shorelines provides more benefits

Jennifer Bolstad - Local Office landscape and urban design

Designing the Landscape - understanding the community
Use information from design projects to see what works
and learn from what doesn't work

Natural conditions and how it can be mined in the urban context
Forensic Ecology Transect coastal Dune forest structure - flood storage,
wave armor, windshield, Dune builders - roots stabilize Dune structure

Miracle Mile Streetscape - Coral Gables

Site content: hydrology

Trees first line of defense for catching rainwater

designed for 7" hour rain intensity

performance: no standing floodwater, businesses re-opened the next day

Michael Houle, RLA CGC Landscape Architect Section Head, Planning and Design Excellence, Miami-Dade Parks, Recreation and Open Spaces Department

Oaks did extremely well

Yellow Taps didn't do well, now planting in groups = mini groves

We have forgotten about nature, nature will teach you about the trees and soil
Genetics, winds and how they behave, funnels, disposition of the building
give trees more rooted space

Incorporate arborists into zoning

Extreme complexities with ecosystem,

making knowledge available to shift policy

Collect data, learn and share, harvest data show what did and didn't work

European clean development system,

concept for mitigating carbon = carbon offsets

US does not have enough carbon markets

Growing Our Resilient Community Together

Erin Black – Vice President of Sustainability and Risk Management, Coca Cola Beverages Florida

Climate Resilience in Florida

Locally owned, locally managed, locally focused

Sustainability workers underway in key focus areas: Water, Packaging, Climate

Explore hazards, assess vulnerability & risks, investigate options,

prioritize and plan, take action

Planted 100 Trees in Little River Park

Growing Resiliency: Urban Forests & a Vibrant Miami Water replenishment

Hurricane prep - keep calm and take the next step



2018 LEAF WORKSHOP

HURRICANES + OUR URBAN TREE CANOPY

FRIDAY, MAY 4, 2018
7:30 AM - 12:00 PM
ARCOLA LAKES SENIOR CENTER
8401 NW 14 AVENUE, MIAMI, FL

ABOUT MIAMI TREE WEEK

Miami Tree Week recognizes the importance of trees for Miami-Dade County, and highlights American Forests' great local sponsors and partnerships. The week takes direct action to help our tree canopy recover from Hurricane Irma through tree plantings and allows for a rich conversation on how we can grow a resilient community together.

ABOUT NEAT STREETS MIAMI

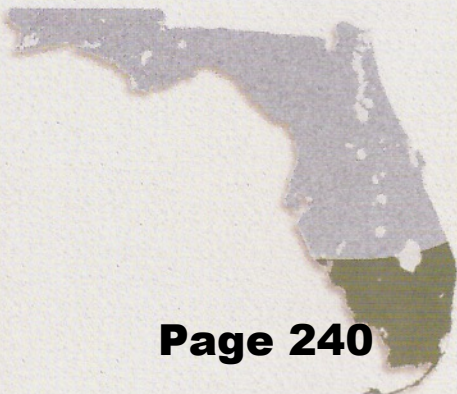
Neat Streets Miami is a multi-jurisdictional County board that creates beautiful, green and livable transportation corridors, gateways and connections. Made up of elected and appointed officials, Neat Streets Miami implements several initiatives that are improving Miami-Dade's quality of life, including: Million Trees Miami; Safer People, Safer Streets; Adopt-a-Road; Complete Streets; Growing Green Bus Stops and the annual Clean Up, Green Up Poster and Video Contest. The Million Trees Miami Campaign is a community-wide effort to plant one million trees by 2020 in order to achieve a 30 percent tree canopy cover for Miami-Dade County.

ABOUT MIAMI DADE PARKS, RECREATION AND OPEN SPACES DEPARTMENT

Miami-Dade Parks is the third largest county park system in the United States, consisting of 270 parks and 13,573 acres of land. It is one of the most unique park and recreation systems in the world. Its mission is to create a healthier, more livable and sustainable Miami community by ensuring the implementation of the Parks Open Space Master Plan and the development of year-round park and recreation programs for children, adults and people with disabilities.

RIGHT TREE / RIGHT PLACE

SELECTING & PLANTING
Trees for the *South Florida*
URBAN FOREST



Florida Urban Forestry Council

Trees contribute to community pride, instill feelings of relaxation and tranquillity, enhance the environment, and add natural character and beauty through a variety of forms, colors, and textures. If you have a clear purpose for planting a tree and understand the soil, space, light, and temperature requirements of your planting site, you can choose the right tree for the right place. This Right Tree/Right Place guide will help you select a quality tree and plant it properly. With care and watering during establishment, your young tree will contribute to Florida's urban forest. Plant a tree you will enjoy for a lifetime, and then teach a friend!!

The Right Tree for the Right Place

Know Your Purpose for Planting

Ask yourself, "Why am I planting a tree?" You may want to beautify your landscape, shade your home for energy conservation, or honor an event by planting a tree. Having a specific goal will help you select where to plant and what species of tree to plant. For example, to conserve energy, choose a location that will shade the roof and sides of your house, and select a canopy tree from the Tree Selection Chart.

Understand the Planting Site

Before you decide what type of tree to plant, you must know where it will be planted. How much space will your tree have to grow? Consider space above the ground for the canopy, as well as space for root growth. These spaces will determine if a canopy tree, an understory tree, or a palm tree is compatible with your purpose. For example, a narrow space between a sidewalk and a curb that has a power line above will require an understory tree.

If you live in an urban or suburban area, chances are good that construction has disturbed the original soil. Shallow soil, hardpan, or coral rock may limit your tree selection to under-

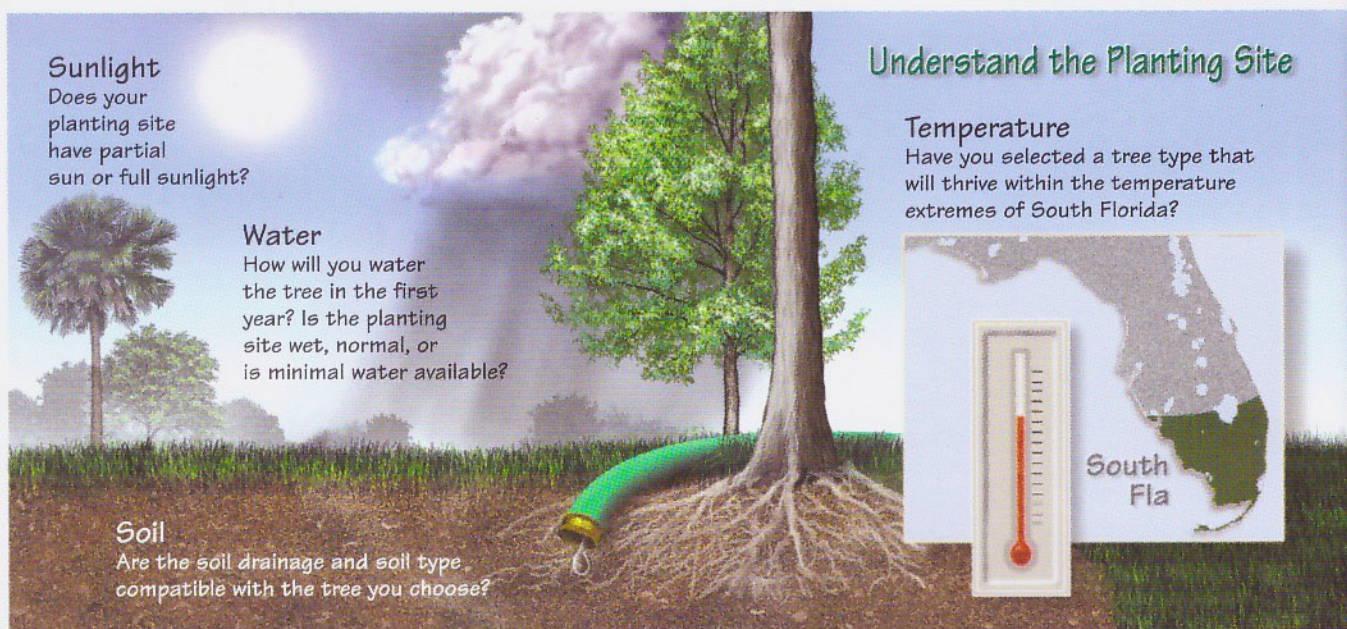
story trees. Compacted soils are poorly drained, while planting sites on a slope or berm drain quickly and may require a more drought-tolerant tree.

Further consideration for sunlight, temperature, and any special situations will help you choose the right tree for the right place. Does your site receive any shade? Most flowering trees prefer full sunshine, but some require partial shade to bloom. Coastal areas stay warmer than inland areas. Tree species selected for South Florida must be adapted to the tropical climate. Trees along coastal areas may require a higher salt tolerance. Refer to the Right Tree/Right Place Checklist to evaluate your planting site.

Select a Compatible Tree

This Right Tree/Right Place guide provides in-depth information on 30 trees appropriate for planting in South Florida. Match the characteristics of your location with a tree that meets your purpose.

Consider the mature height and spread of the tree you select. If your location is limited by space, soil type, or special circumstances, select a species that
(continued on inside fold)



Right Tree/Right Place Checklist

Soil

South Florida has many diverse soils.

- | | | |
|--|--------------------------------|--------------------------------------|
| <input type="checkbox"/> Well drained/ Dry | <input type="checkbox"/> Sandy | <input type="checkbox"/> Muck |
| <input type="checkbox"/> Poorly drained/ Wet | <input type="checkbox"/> Loam | <input type="checkbox"/> Marl |
| <input type="checkbox"/> Shallow soil depth | <input type="checkbox"/> Clay | <input type="checkbox"/> Shallowrock |

Space

Consider the mature height and spread of the tree.

- | | |
|--|---|
| <input type="checkbox"/> Open space | <input type="checkbox"/> Overhead utility lines |
| <input type="checkbox"/> Adjacent building | <input type="checkbox"/> Road signs or streetlights |

Sunlight

Most trees require partial to full sunlight.

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Full sun | <input type="checkbox"/> Full shade |
| <input type="checkbox"/> Partial sunlight | |

Temperature

Tree species listed are adapted to the tropical climate.

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Not freeze tolerant | <input type="checkbox"/> Cold hardy |
| <input type="checkbox"/> Moderately freeze tolerant | |

Tree Shapes

Consider the mature tree's shape and spread of canopy.

- | | |
|--|---|
| <input type="checkbox"/> Upright & narrow | <input type="checkbox"/> Low & spreading |
| <input type="checkbox"/> Spreading canopy | <input type="checkbox"/> Palms—short fronds |
| <input type="checkbox"/> Upright & spreading | <input type="checkbox"/> Palms—long fronds |

Characteristics

Unique attributes of trees may affect your selection.

- | | |
|------------------------------------|--|
| <input type="checkbox"/> Flowering | <input type="checkbox"/> Fall leaf color |
| <input type="checkbox"/> Fruiting | <input type="checkbox"/> Bark texture |

Types of Trees

Only deciduous trees drop leaves in winter.

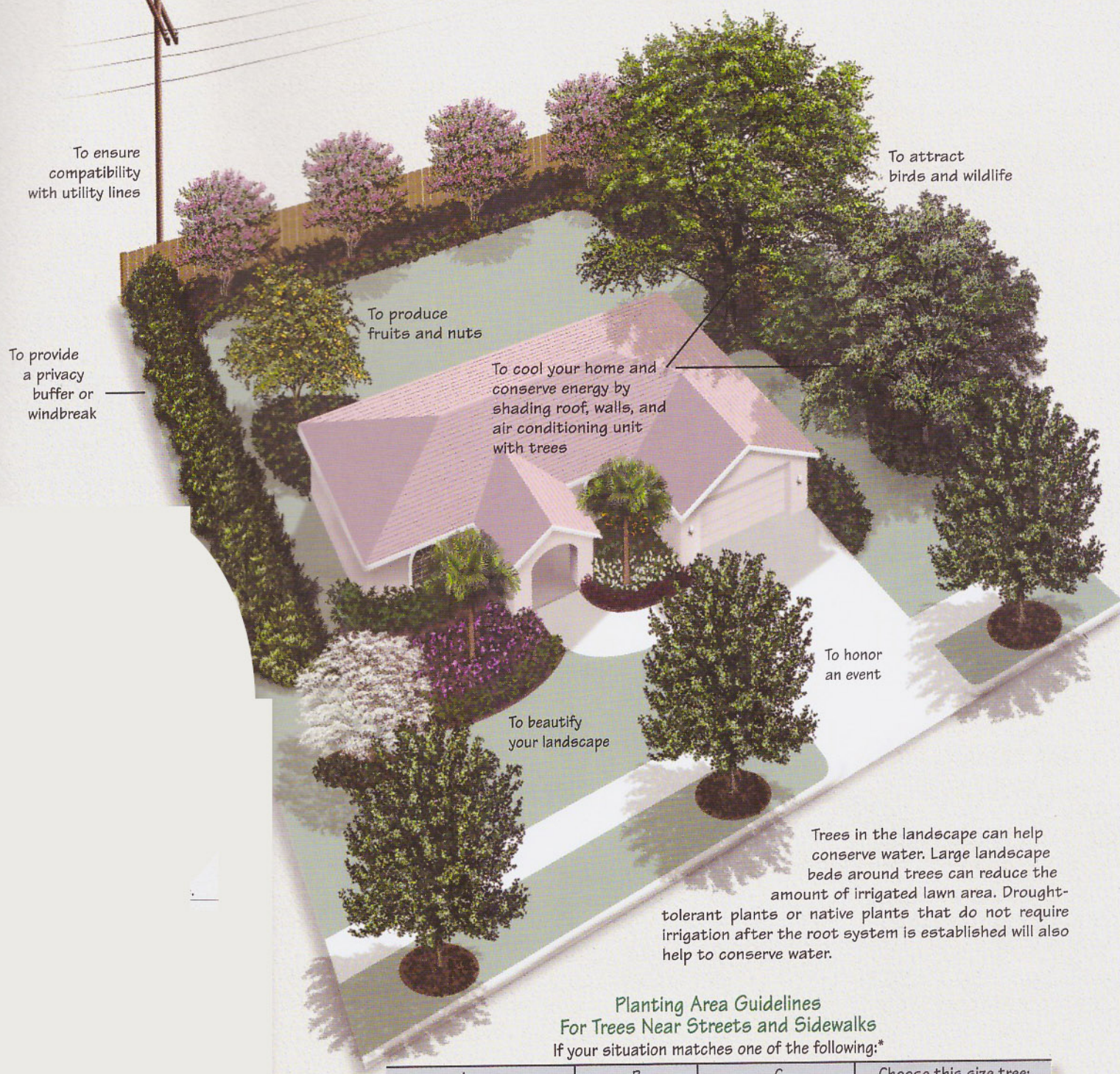
- | | |
|------------------------------------|---|
| <input type="checkbox"/> Evergreen | <input type="checkbox"/> Conifers/Pines |
| <input type="checkbox"/> Deciduous | <input type="checkbox"/> Palms |

Special Situations

You may have additional site considerations.

- | | |
|--|--|
| <input type="checkbox"/> Salt spray | <input type="checkbox"/> Slope |
| <input type="checkbox"/> Drought periods | <input type="checkbox"/> Root space restrictions |

Know Your Purpose for Planting



Planting Area Guidelines For Trees Near Streets and Sidewalks

If your situation matches one of the following:*

A	B	C	Choose this size tree:
Total Planting Area (Lawn, island or soil strip)	Planting Strip Width	Distance From Pavement or Walk	Maximum Tree Size at Maturity
Less than 100 square feet	3 to 4 feet	2 feet	Small (under 30 feet)
100 to 200 square feet	4 to 7 feet	4 feet	Medium (under 50 feet)
More than 200 square feet	More than 8 feet	More than 8 feet	Large (over 50 feet)

* Distances are for non-compacted/well-drained soils.

For compacted and poorly drained soils, distances should be increased.

South Florida Tree Selection Chart

	Common Name	Foliage	At Maturity Height x Spread	Setback from Powerline**	Tree Shape	Growth Rate
C A N O P Y T R E E S	Bald Cypress*	Deciduous	60-80' x 25-30'	30'	Upright & narrow	Moderate
	Brazilian Beautyleaf	Evergreen	30-45' x 30-50'	30'	Spreading canopy	Slow to Moderate
	Green Buttonwood*	Evergreen	30-40' x 20-30'	30'	Spreading Vase	Moderate
	Gumbo Limbo*	Semi-evergreen	25-40' x 35-50'	30'	Spreading canopy	Moderate
	Jacaranda	Deciduous	35-40' x 45-60'	30'	Spreading canopy	Rapid
	Live Oak*	Evergreen	60-80' x 60-120'	30'	Spreading canopy	Moderate
	Mahogany*	Semi-evergreen	50' x 50'	30'	Rounded canopy	Rapid
	Paradise tree*	Evergreen	30-50' x 30'	30'	Upright & rounded	Moderate
	Pigeon Plum*	Evergreen	20-40' x 20-30'	20'	Upright & rounded	Moderate
	Pink Trumpet Tree	Semi-deciduous	25-35' x 15-25'	20'	Upright oval	Moderate
	Royal Poinciana	Deciduous	25-40' x 50-60'	30'	Rounded & spreading	Rapid
	Satinleaf*	Evergreen	25-40' x 25'	30'	Upright vase shaped	Slow to Moderate
	South Florida Slash Pine*	Evergreen	35-50' x 30-40'	30'	Upright & slightly spreading	Rapid
	Wild Tamarind*	Evergreen	40-60' x 45'	30'	Weeping spreading	Rapid
U N D E R S T O R Y T R E E S	Crape Myrtle	Deciduous	10-30' x 15-25'	10'	Low & slightly spreading	Rapid
	Dahoon Holly*	Evergreen	20-30' x 8-12'	10'	Slightly spreading canopy	Moderate
	Geiger-Tree*	Evergreen	15-20' x 20'	Adjacent	Rounded vase	Slow
	Glaucous Cassia	Evergreen	15-20' x 15-20'	Adjacent	Upright	Moderate
	Japanese Privet	Evergreen	12-20' x 15-25'	Adjacent	Low & slightly spreading	Moderate
	Silver Buttonwood*	Evergreen	15-20' x 20-30'	Adjacent	Spreading vase	Moderate
	Spanish Stopper*	Evergreen	15-20' x 15'	Adjacent	Upright	Slow to moderate
	Wax Myrtle*	Evergreen	15-20' x 15-20'	Adjacent	Low & slightly spreading	Slow
P A L M S	Canary Island Date Palm	Evergreen	40-60' x 15-25'	20'	Upright, long fronds	Slow
	Chinese Fan Palm	Evergreen	30-50' x 10-12'	10'	Upright, short fronds	Moderate
	Florida Thatch Palm*	Evergreen	6-15' x 6'	Adjacent	Upright — shorter fronds	Slow
	Foxtail Palm	Evergreen	25' x 15'	12'	Upright — medium fronds	Rapid
	Paurotis Palm*	Evergreen	15-30' x 10-15'	15'	Multistem trunk — shorter fronds	Slow
	Royal Palm*	Evergreen	50-60' x 15-25'	25'	Upright — long fronds	Moderate
	Sabal Palm*	Evergreen	40-50' x 10-12'	10'	Upright, short fronds	Slow
	Solitaire Palm	Evergreen	15-30' x 12'	10'	Upright — short fronds	Moderate

* Native trees

** Setback from powerline does not apply to high-voltage transmission rights-of-way.

Tree Shapes



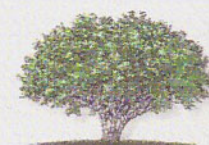
Upright & Narrow



Spreading Canopy



Upright & Spreading



Low & Spreading



Upright, Short Fronds



Upright, Long Fronds

Soil Preference	Salt Tolerance	Flower	Comments
Moist to moderate	High	Not showy	Large deciduous shade tree with attractive fall leaf color that adapts to many sites. It is relatively maintenance free and provides good vertical accent.
Adaptable	High	Briefly showy	Well suited to coastal areas, this medium sized tree is also adaptable for many uses and soils. It has a dense canopy and is nearly pest free.
All	High	Not showy	Medium sized multi-stemmed tree with strong wood. Very durable in the landscape. Can be used as buffer or specimen tree.
All	High	Not showy	This specimen tree has good resistance to drought, strong wind and neglect. Adaptable to many planting sites. Interesting bark.
Sandy loam	Low	Showy	Delicate fern-like foliage and beautiful purple flowers adorn this graceful specimen tree. Prefers full sun. Prune to develop good structure.
All except very wet	Moderate to high	Not showy	Excellent spreading canopy tree that adapts to many sites and is widely planted in Florida. Consider alternatives to increase diversity in the urban forest. Hurricane resistant.
All	High	Not showy	Native hardwood provides dappled shade and enough sunlight to grow grass. Prune to develop good structure.
All well-drained soils	High	Very Showy	This unique native tree has coarse leaf texture and shiny, leathery leaflets. Recommended for planting in large landscape beds. Frost sensitive.
All	High	Somewhat showy	Wonderful medium sized tree with large leaves and greyish brown bark. Does best on moist, well drained soils.
All	Moderate	Very Showy	Excellent medium sized tree. Plant in full sun for best flowering. Urban tolerant and narrow canopy are ideal for confined spaces.
All	Low	Very Showy	Graceful spreading canopy tree famous for striking red-orange flowers. Plant in full sun for best flowers. Prune to develop good structure.
All	Moderate	Not showy	Interesting two-toned foliage and strong branch structure make this native an excellent street or specimen tree. Prefers well drained soil. Moderately drought resistant.
All except wet	Moderate	Not showy	Large evergreen pine that prefers acidic soils. Plant in groups to create a natural effect.
All	High	Not showy	This urban tolerant native tree has fern-like, delicate leaves and an open, weeping canopy. Prune to avoid codominant trunk. Consider similar Cuban Tamarind.
All except wet	Moderate	Showy	Small flowering deciduous tree with interesting bark. Choose cultivars adapted for South Florida — mildew resistant.
Moist to moderate	Moderate	Not showy	Small native evergreen that attracts wildlife. Prefers moist soils, but is adaptable to drier sites.
All	High	Showy	This low growing tree has striking orange blossoms in the spring. Whether multi-stemmed or with a single trunk, this tree works well as a specimen or patio tree.
All	Moderate	Showy	Beautiful yellow flowers on an outstanding small tree. Prune to maintain tree form. Ideal for small landscapes as an accent tree.
Moderate	Moderate	Not showy	Small evergreen tree with dense, dark green foliage. Very tolerant of a wide range of soils.
All	High	Not showy	Silver to blue-green foliage provides accent as a small tree or buffer. Multi-stemmed, tough tree adapts well to urban areas.
All	Moderate	Showy	Narrow canopy and the ability to grow in limited soil space makes this tree ideal for parking lot islands and small landscapes. Drought tolerant once established.
Wet to moderate	High	Not showy	Small native evergreen tree often used as a screen. Very tough and easy to grow. Attracts wildlife.
Moderate to dry	Moderate to high	Not showy	Large, stately palm that makes an excellent specimen tree. Very slow growing.
Moderate to dry	Moderate	Not showy	Medium palm with minimal litter. Drooping fronds 5-6' long. Trunk 12" thick.
All	High	Not showy	Excellent native palm for use near patio or adjacent to powerline. Adaptable to many soil types and shade areas.
All	Moderate	Not showy	Thick-trunked shorter palm grows best in full sun and well-drained soils. Very neat appearance and ideal for patio.
All	Moderate	Not showy	This attractive native palm grows in clusters and is a popular accent or specimen plant. Growth is considerably slower in drier soils. Thorns.
All	Moderate	Not showy	Stately, large palm grows rapidly with abundant fertilizer and water. Will drop a heavy frond once a month.
Moderate to wet	High	Not showy	Florida's state tree is very hurricane resistant, easy to transplant and salt tolerant. Also known as Cabbage Palm.
All. Prefers wet.	Low	Not showy	Narrow-trunked palm for use in small landscapes. Available in multiple trunks. Also known as Alexander Palm.

Select a Compatible Tree *(continued from outside fold)*

will overcome that limitation. Your purpose, the planting site, and the tree species must all be compatible.

If you're still having trouble choosing which tree to plant, consult with experts. Contact the University of Florida Extension Agent in your county, the Florida Division of Forestry, or a local arborist, landscape architect, nurseryman, or other qualified professional. Visit a nursery or arboretum.

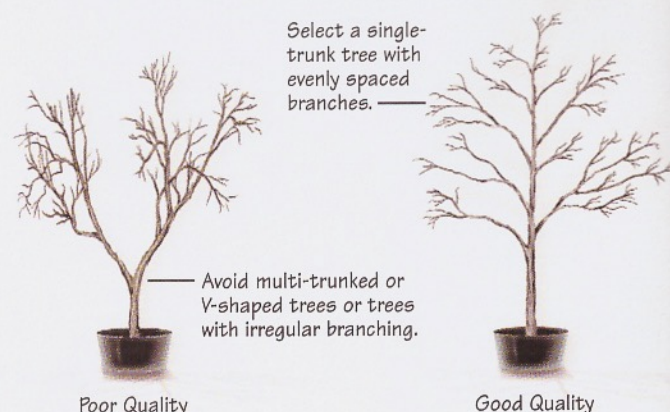
Purchase a Quality Tree

Choose quality trees with good branch structure, good root ball size relative to tree canopy, and a uniform canopy. Avoid trees with circling roots, signs of stress, and insect damage.

The Florida Department of Agriculture and Consumer Services has grades and standards for evaluating nursery stock. Ask for a Florida Chapter, International Society of Arboriculture-certified Florida Fancy or Florida #1 grade nursery tree. These trees have been evaluated according to the regulations of the State of Florida Division of Plant Industry.

When selecting a tree, consider that smaller trees take less

Nursery Stock Selection For Single-Trunk Trees



time to establish and will reduce the time you may need to irrigate your tree. The branches should be evenly distributed along the upper two thirds of the trunk. The tree should stand freely without stakes. Ask for assistance to ensure that you purchase the best available tree.

Plant Your Tree Properly

1. Mark out the planting area 2 to 3 times wider than the root ball diameter (the wider, the better), because loose soil around the root ball promotes early root growth.

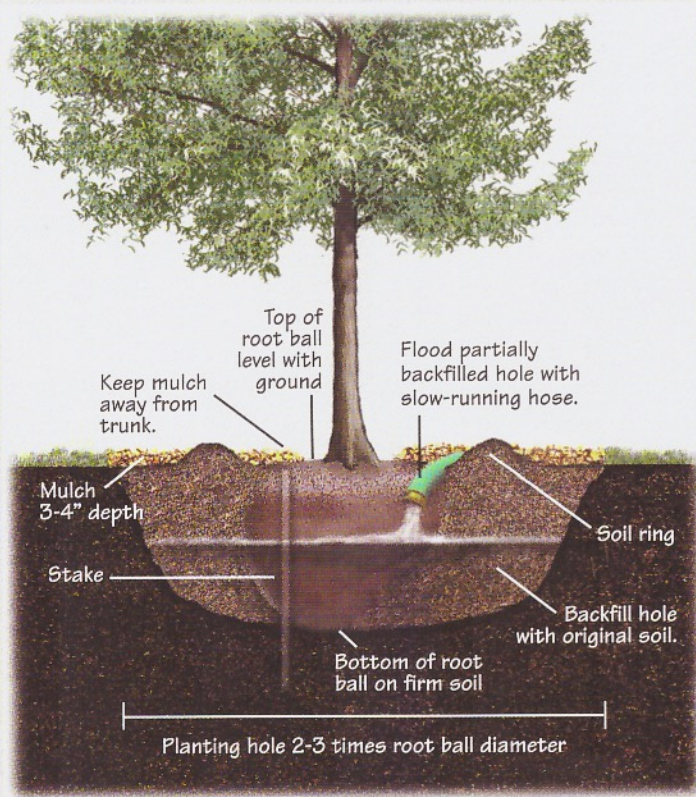
2. The depth of the hole should equal the depth of the root ball. The bottom of the root ball should sit on firm soil.*

3. Place the tree in the hole. Be sure the container or root wrapping is removed before planting.

4. Place the root ball in the center of the hole, and adjust the tree so that it is straight and at the proper depth. After planting, the top of the root ball should be level with or slightly higher than the surrounding ground.

5. Backfill the hole with the original soil. Fill until the hole is half full of soil. Tamp gently with your foot to firm the soil. Flood the hole with a slowly running hose to settle the soil around the

root ball and eliminate air pockets. Add soil until it is even with the root ball, but do not cover the root ball with soil. Construct a ring of soil 3 to 4 inches high at the edge of the root ball to hold water in the area near the tree's roots.



6. Secure the root ball. A thin bamboo stake through the root ball will prevent movement and protect new roots from damage.

7. Add 3 to 4 inches of mulch in an area equal to 2 feet per inch of trunk diameter. This will retain moisture, reduce competition from weeds, avoid mechanical damage from string trimmers and mowers, and regulate soil temperature. Do not pile mulch close to the trunk.

* Florida law requires calling for utility locations two working days before digging. The "One Call" utility locator service is free. Call 800-432-4770.

Tree Watering and Establishment Guidelines

For Trees in Well-drained Sites During the Growing Season

Trunk Diameter of Nursery Tree	Watering Frequency	Minimum Time To Establish Tree
2 inches	Daily for 2-4 weeks; 2-4 times weekly until established	6 months
2 to 4 inches	Daily for 1-2 months; 2-4 times weekly until established	8-12 months
4 inches	Daily for 2 months; 2-4 times weekly until established	12 months

Water and Care for Your New Tree

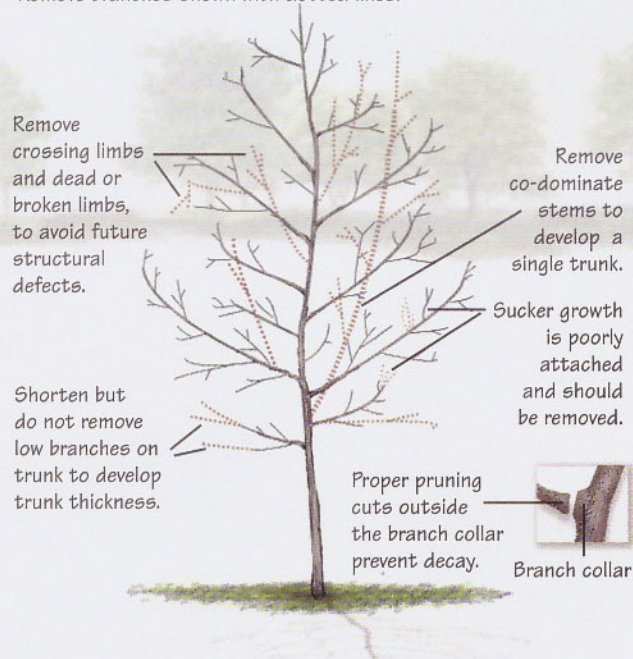
The time it takes for a tree to become established can last from 3 to 12 months per inch of trunk diameter, depending on climate and irrigation. Trees watered infrequently after planting establish slowly because the roots grow slowly. Regular watering is the single most important care you can provide for your newly planted tree.

A newly planted tree needs at least 3 gallons of water per day per inch of trunk diameter applied to the root ball. Continue to water the tree until it is established, especially during months of little rainfall. Be careful not to overwater. Trees need air in the root zone as well as water.

Research continues on the effectiveness of fertilizing newly planted trees. Wait at least 3 months after planting to fertilize. Use a controlled-release fertilizer at a rate of $\frac{1}{4}$ to $\frac{1}{2}$ pound per inch of trunk diameter. Apply evenly in the area under the branch canopy or drip line. Do not overfertilize, and do not apply

Young Tree Pruning

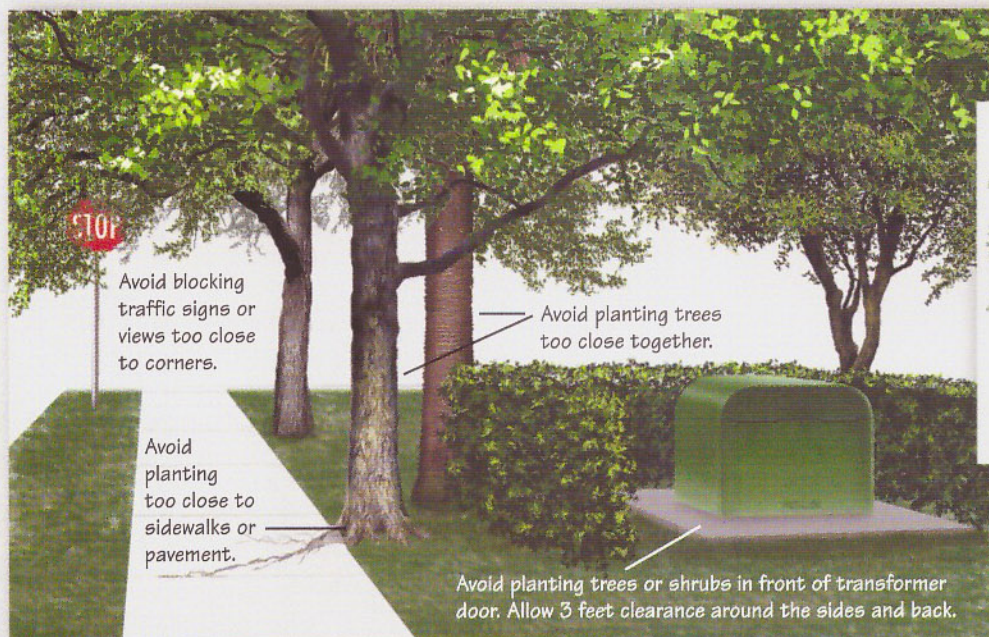
Remove branches shown with dotted lines.



fertilizer directly to the base of the tree.

Pruning is not recommended until after your tree has overcome transplant stress and has a self-supporting root system. Before pruning any trees or hiring someone to prune your trees, consult with an International Society of Arboriculture certified arborist. Learn more about proper tree pruning from handouts available from the Extension Agent in your county.

Things to Avoid in Planting



Avoid planting large trees under utility lines. Plant small understory trees instead. See Tree Selection Chart above for recommended trees.



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his poster was developed as a partnership among the Florida Urban Forestry Council, Florida Power & Light, and Broward County. The mission of the Florida Urban Forestry Council is to promote sound urban forestry policies and practices by educating citizens and communities throughout the state. Our nonprofit volunteer organization acts as a forum, resource, and advocate to plan, preserve, and protect Florida's urban forests.

The Executive Committee of the Florida Urban Forestry Council is comprised of representatives from the following groups and organizations:

- University of Florida Extension Service
- Florida Department of Transportation
- Florida Chapter, International Society of Arboriculture
- Society of American Foresters
- Florida Chapter, American Society of Landscape Architects
- Florida Recreation and Park Association
- City Arborists
- Private Arborists
- Utility Arborists
- Florida League of Cities
- Tree Advocacy Group, conservation organization and garden club
- Florida Nurserymen and Growers Association
- Florida Institute of Parks Personnel

References

- E. F. Gilman. *Trees for Urban and Suburban Landscapes*. 1997. Delmar Publishers.
- E. F. Gilman, H. W. Beck, D. C. Watson, P. Fowler, D. L. Weigle, and N. R. Morgan. *Southern Trees: An Expert System for Selecting Trees*. CD-ROM, 2nd ed. 1996. University of Florida and USDA Forest Service, Southern Region.



For more information on the Florida Urban Forestry Council or to become a member, please contact us at Florida Urban Forestry Council • P.O. Box 547993 • Orlando, FL 32854 • www.fufc.org • 407/872-1738