



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

**December 11, 2018**

**7 p.m.**

**Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> 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. Public Pension Standards Award for Funding and Administration 2018** – Mayor Daniel Dietch
- H. Town Lobbyist Fausto Gomez Legislative Priorities** – Guillermo Olmedillo, Town Manager *[Linked to Item 9B]*
- I. Alfred B. Cooper Garage Proclamation Presentation** – Mayor Daniel Dietch
- J. Hector I. Perez Café Proclamation Presentation** – 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.*

**A. Minutes** –

**B. Sandra Novoa, MMC, Town Clerk**

- November 13, 2018 Town Commission Workshop Minutes
- November 13, 2018 Regular Town Commission Meeting Minutes

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

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

**D. Committee Reports** – Guillermo Olmedillo, Town Manager

- October 15, 2018 Parks and Recreation Committee Meeting Minutes
- October 25, 2018 Planning and Zoning Board Meeting Minutes

**E. Resolution Authorizing Mutual Aid Agreement between the City of Sweetwater 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 SWEETWATER FLORIDA FOR POLICE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**F. Approval to Procure Police Mobile Laptop Computers - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE LEASING OF LAPTOPS AND SOFTWARE FOR THE POLICE DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$139,527.00; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**G. Parks and Recreation Department Replacement Hybrid Vehicle - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 TOYOTA RAV 4 HYBRID FOR THE PARKS AND RECREATION DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$25,983.00 FROM THE FISCAL YEAR 2018/2019 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**H. Resolution Authorizing the Voluntary Cooperation Mutual Aid Agreement between the South Florida Financial Crimes Strike Force and the Town of Surfside Police Department – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE SOUTH FLORIDA FINANCIAL CRIMES STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT FOR THE TERM COMMENCING SEPTEMBER 1, 2018 THROUGH SEPTEMBER 2021; AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE MUTUAL AID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**I. After-the-Fact Approval of Alfred B. Cooper Garage and Hector I. Perez Café Proclamations – Guillermo Olmedillo, Town Manager**

**4. Ordinances**

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

**A. Second Reading Ordinances**

**1. Aggregated Single-Family Lots - Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-45 “SETBACKS” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE SETBACKS AND MAXIMUM SECOND STORY FLOOR AREAS FOR CERTAIN LOTS IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**2. Lobbyist Registration Exemption for Representatives of Single-Family Property Owners – Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 2-235 – “LOBBYING” TO PROVIDE EXEMPTION FROM THE LOBBYIST REGISTRATION REQUIREMENTS FOR REPRESENTATIVES OF SINGLE-FAMILY PROPERTY OWNERS IN CERTAIN SITUATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**3. Corner Lot Fences - Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-56.5 "MODIFICATION OF SECONDARY FRONTAGE FENCE AND ORNAMENTAL WALL REGULATIONS" OF "CHAPTER 90 ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS FENCE AND SHRUB REQUIREMENTS IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**4. Ordinance Amending Section 34-11, 'Prohibition on Distribution, Sale or Use of Plastic Straws,' to Clarify the Definition of Plastic Straw and Provide for Reasonable Accommodations - Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 34-11, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS" OF THE TOWN'S CODE OF ORDINANCES TO CLARIFY THE DEFINITION OF PLASTIC STRAW AND PROVIDE FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**5. Reasonable Accommodation Procedure - Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA CREATING SECTION 90-100 "REASONABLE ACCOMMODATION PROCEDURES" OF "CHAPTER 90 ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE REASONABLE ACCOMMODATION PROCEDURES FOR DISABLED PERSONS UNDER THE FAIR HOUSING ACT AND AMERICANS WITH DISABILITIES ACT; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**6. Beach Furniture Ordinance - Guillermo Olmedillo, Town Manager *[ITEM HAS BEEN DEFERRED TO JANUARY 22, 2019 AT 7:00PM OR AS SOON THEREAFTER]***

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE II. – “PUBLIC BEACHES” OF CHAPTER 86 “WATERWAYS” OF THE TOWN OF SURFSIDE CODE PERTAINING TO BEACH FURNITURE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

*(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)*

**B. First Reading Ordinances**

**5. Resolutions and Proclamations**

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

**A. Airbnb Resolution – Vice Mayor Daniel Gielchinsky**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA CONDEMNING ANTI-SEMITISM ACTS BY AIRBNB AND DEMANDING COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS; 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**

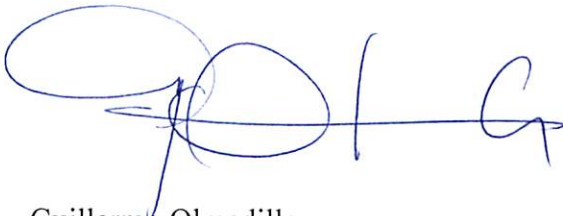
**A. Street Lighting in Residential District – Vice Mayor Daniel Gielchinsky**

## 9. Mayor, Commission and Staff Communications

- A. **Board/Committee Appointments – Sandra Novoa, MMC, Town Clerk**  
- *Sustainability Committee – Mayor Daniel Dietch*
- B. **Legislative Priorities – Guillermo Olmedillo, Town Manager** *[Linked to Item 1H]*
- C. **Downtown Vision Advisory Committee – Guillermo Olmedillo, Town Manager**
- D. **Code of Ethics Ordinance Enhancements and Amendments – Mayor Daniel Dietch**
- E. **Abbott Avenue Drainage Improvements – Guillermo Olmedillo, Town Manager**
- F. **Byron Avenue Traffic Congestion – Guillermo Olmedillo, Town Manager**

## 10. Adjournment

Respectfully submitted,



Guillermo Olmedillo  
Town Manager

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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](http://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.



Public Pension Coordinating Council

***Public Pension Standards Award  
For Funding and Administration  
2018***

Presented to

**Retirement Plan for Employees of the Town of Surfside**

In recognition of meeting professional standards for  
plan funding and administration as  
set forth in the Public Pension Standards.

*Presented by the Public Pension Coordinating Council, a confederation of*

National Association of State Retirement Administrators (NASRA)  
National Conference on Public Employee Retirement Systems (NCPERS)  
National Council on Teacher Retirement (NCTR)

A handwritten signature in black ink, reading 'Alan H. Winkle'. The signature is fluid and cursive, with the first name 'Alan' being more prominent than the last name 'Winkle'.

Alan H. Winkle  
Program Administrator



## *Proclamation*

*Whereas, Alfred B. Cooper was hired on September 4, 1986 as a full time Refuse Collector for the Solid Waste Department; and,*

*Whereas, on January 11, 1996, he had a title change to Solid Waste Truck Operator and was then promoted to Solid Waste Supervisor on June 13, 1996; and*

*Whereas, has served as an employee for 32 years and has been a mentor to the Solid Waste staff; and*

*Whereas, Cooper was a hard worker and did what was asked of him with a big smile on his face and a great attitude; and*

*Whereas, no job was too big or too small for Cooper which is why he represented all that is good in public service; and*

*Whereas, the Town recognizes Cooper as a quiet, strong, loyal leader and is respected as such by Solid Waste staff and the community; and*

*Whereas, he will be missed by Public Works personnel, Town staff, and the community he proudly served; and*

*Whereas, The Town of Surfside wishes to honor Alfred B. Cooper by dedicating the Town Hall Garage to an extraordinary person and pay homage to his stellar service to the Town of Surfside upon his retirement on December 28, 2018; and*

*Now, therefore, I, Daniel Dietch, Mayor of the Town of Surfside, Florida, by the power vested in me, do hereby proclaim the garage, located at the Town of Surfside Town Hall, 9293 Harding Avenue, is hereby dedicated in honor of Alfred B. Cooper to forever be known as the:*

*Alfred B. Cooper Garage*

*In witness thereof, I have hereunto set my hand this 11<sup>th</sup> day of December, 2018.*

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*Daniel Dietch, Mayor  
Town of Surfside, Florida*



### ***Proclamation***

*Whereas, Hector I. Perez was hired on December 11, 1984 as a full time Custodian for the Parks and Recreation Department; and,*

*Whereas, on January 18, 2001, he was transferred to the Public Works Department as a full time Janitor and then had a title change to General Service Worker on April 2, 2012; and*

*Whereas, prior to being employed by the Town of Surfside, Hector worked for the Twelve Caesars Hotel and Sheldon's Drug Store in Town from 1969 to 1984; and*

*Whereas, he has always gone above and beyond his scope of duties and represented all that is good in public service; and*

*Whereas, Hector served as a volunteer for the Holiday Toy Drive Giveaway from 2009 through 2018; and*

*Whereas, he delivered the best invocations, even if you didn't understand what he was saying, you got the message; and*

*Whereas, Hector is irreplaceable and indispensable and is the glue that kept staff and the community together; and*

*Whereas, during his tenure, over 1,000 pounds were gained by Town staff thanks to Hector's delicious food and has become notorious to all for his morning and afternoon "Cafecito"; and*

*Whereas, the Town recognizes his loyalty, integrity, work ethic, and dedicated service to the Town of Surfside; and*

*Whereas, he will be missed by Public Works personnel, Town staff, and the community he proudly served and*

*Whereas, The Town of Surfside wishes to honor Hector I. Perez by dedicating the Town Hall break room to an extraordinary person and pay homage to his stellar service to the Town of Surfside upon his retirement on December 28, 2018; and*

*Now, therefore, I, Daniel Dietch, Mayor of the Town of Surfside, Florida, by the power vested in me, do hereby proclaim the break room, located at the Town of Surfside Town Hall, 9293 Harding Avenue, is hereby dedicated in honor of Hector I. Perez to forever be known as the:*

*Hector I. Perez Cafe*

*In witness thereof, I have hereunto set my hand this 11<sup>th</sup> day of December, 2018.*

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*Daniel Dietch, Mayor  
Town of Surfside, Florida*



**Town of Surfside  
Town Commission Meeting Workshop  
MINUTES**

**November 13, 2018**

**6 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

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## **1. Opening**

### **A. Call to Order**

Mayor Dietch called the meeting to order at 6:00 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 6:05 p.m.

### **C. Pledge of Allegiance**

Chief Yero led the Pledge of Allegiance.

## **2. Code Compliance Priorities and Process – Guillermo Olmedillo, Town Manager**

- Code Compliance Mission
- Existing Policy
- Code Compliance Process
- Questions and Answers

Town Manager Olmedillo introduced the item to the Town Commission.

Commissioner Paul raised concerns regarding dogs walking on the beach and swimming and the construction workers congregating on Collins Avenue in the early morning hours before they are able to start working.

Town Manager Olmedillo explained that if a complaint is made regarding a nuisance, police will be called to the area. There is no violation if people are congregating in a public area and it is not enforceable unless they are causing a nuisance.

Commissioner Paul also commented that the litter around the construction sites is becoming an issue.

Commissioner Karukin stated that because of his own resistance to increase enforcement in general, unless Commissioner Paul is talking about existing resources, he is not going to support additional resources.

Commissioner Paul commented that she does not want additional resources but to shift the schedules of the Code Compliance staff.

Discussion ensued regarding the schedules of the Code Compliance staff and how to better enforce issues in the Town.

Commissioner Paul also mentioned an issue of barking dogs being left unattended in yards.

Discussion ensued regarding how the littering from construction sites are handled.

Commissioner Cohen commented that another issue is the situation in the alleys. The trash is constantly overflowing and the drainage is causing odors in the alleys. Mayor Dietch replied that this is more of an operational matter that can be discussed at another meeting and would like to focus on Code Compliance priorities.

Commissioner Paul stated that the sheds on the oceanfront properties are not being addressed. Technically, they are a permanent structure that is not being considered a permanent structure by a technicality of not being affixed to the ground. She feels that regulations and guidelines need to be created for the safety of these sheds.

Town Manager Olmedillo commented that it can be discussed at a future meeting.

Vice Mayor Gielchinsky tends to agree overall that the code priorities are in line with reality in terms of what the Commission looked at two and a half years ago. There is one issue in respect to the alleys that has not been addressed yet which is the appearance of illegal parking spots. He would like to see if it is an appropriate time now to start refocusing their efforts there.

Discussion ensued regarding illegal parking in the alleys. Mayor Dietch commented that the Commission can come back to this item as an alleyway management program that involves Code Compliance and Public Works.

Mayor Dietch mentioned some health and public safety concerns such as stagnant water, education on waste management, educating residents on placing non-recyclable materials in recycle bins. He also mentioned the following code compliance issues; dogs defecating on someone's lawn or the waste bag being put in someone's waste receptacle, or a dog at the beach, commercial vehicles parked on the street overnight in the single-family neighborhood, lights that shine beyond a person's property, all of the issues related to landscaping and equipment used.

Town Manager Olmedillo discussed and advised the public on matters that have to be seen in order to take action.

Discussion ensued regarding the topics brought up by the Town Commission.

Mayor Dietch opened the floor to public comments and the following member of the public spoke:

- Victor May

There being no other speakers, Mayor Dietch closed the public comments portion.

Town Manager Olmedillo stated that he will be presenting a program to the Town Commission on how to address all of the issues that have been brought to his attention.

**10. Adjournment**

There being no further business, Vice Mayor Gielchinsky made a motion to adjourn. The motion received a second from Commissioner Paul. The meeting adjourned at 6:48 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**

**November 13, 2018**

**7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 7:51 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.

**C. Pledge of Allegiance**

Chief Yero led the Pledge of Allegiance.

**D. Mayor and Commission Remarks – Mayor Daniel Dietch**

Commissioner Karukin stated that his mom is watching and that yes, he was wearing the tie.

Commissioner Paul spoke about some events she attended since October 9, 2018. She attended the viewing of the film “The Last Resort” documenting South Beach in the 70’s and 80’s by photographers Andy Sweet and Gary Monroe. She explained that Gary was one of her instructors at Miami Dade College. She spoke about how with time things are swept away and changes of tide. She attended an exhibition in Wilton Manors with photos of New York City and much more. She also attended some local events such as the car show on the concourse in Bay Harbor Islands, the Kite Festival in Haulover Park, Ukulele lessons at TY Park in Hollywood and our own Halloween festivities including the Spooktacular at 96<sup>th</sup> Street Park, Surfside Police Department Halloween Block Party at 92<sup>nd</sup> Street and the Diwali Indian celebration on Harding Avenue. She also spoke about the different national tragedies that have taken place during the past month and her attendance at the Holocaust Memorial and the Shul with all Surfside congregation and Law Enforcement in solidarity with the Tree of Light Synagogue of Pittsburgh. She spoke about the most recent gun violence in California and stated that these tragic events serve as reminders that as a community, we must remain strong and aware and protect each

other and work together to create a safer environment. Commissioner Paul continued to speak on different events such as the Veterans Day Celebration and the 10<sup>th</sup> Annual Southeast Florida Regional Climate Summit she attended. She stated that our quality of life is what attracts tourism and we must think of ways to protect this. Together we can create expectations and goals and deliver on them. Resilience is about building a community people want to come back to and we must recognize the value of a green infrastructure and living shorelines. She stated that what connects us is when you can look at someone in the eye and have a conversation and make an emotional connection. We see strength in our Surfside community and must focus on what is good for the entire community and to remember to love that neighbor as ourselves.

Vice Mayor Gielchinsky stated that it was a tough month as a nation between what happened in Pittsburgh and in California a few days ago. It is hard to understand why these things happen and why hate has become prevalent. He asked for a moment of silence for the citizens and law enforcement members that lost their lives during those tragic incidents. He spoke about how people tend to go back to their normal routines and forget about all the recent tragedies. He asked that everyone call upon their elected officials to look at their gun laws and strengthen them. He can not think of a good reason why non-law enforcement or military personnel should have semi-automatic rifles. He spoke about the veterans and their attitude and sense of pride. He also mentioned that Chief Flowers stated the if you see something, do something. For example, if you see someone making hateful comments or conduct in your community, stand up to that person and tell them that that behavior is not tolerated. He wonders if people start acting like that, some of the tragedies may be avoided.

Vice Mayor Gielchinsky read a letter into the record that he wrote to the Rabbi of the Congregation of Tree of Life and the Mayor of Pittsburgh and was placed on the agenda as item 9C.

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

Vice Mayor Gielchinsky made a motion to walk on an item that was previously circulated among the members of the Town Commission as item 9E- Street Lighting in Residential District. Commissioner Paul seconded the motion with the condition that the item must be heard before 11pm. The motion carried 3-0 with Commissioner Karukin and Commissioner Cohen in opposition.

Vice Mayor Gielchinsky made a motion to pull item 3H and move it to section 3, link items 5C and 9D and move to after 3H and to remove item 3O. Commissioner Karukin seconded the motion and all voted in favor.

Town Manager Olmedillo stated that item 3M had an amendment made and was distributed among the members of the Town Commission. Vice Mayor Gielchinsky made a motion to accept the amendment to item 3M. Commissioner Paul seconded the motion and all voted in favor.

**F. Community Notes – Mayor Daniel Dietch**

Mayor Dietch announced that it was Happy World Kindness Day. He spoke about the turtle nesting season and about the Police Department's accreditation process. He stated that recyclables will be picked up on Tuesday instead of Thursday and there will be no garbage pick-up on Thursday of Thanksgiving week. He spoke about picking up after your pet and also provided the Police Department's non-emergency phone number.

Please visit the Town of Surfside's website for all this information and more.

Commissioner Cohen spoke about the importance of having residents attend the Commission meetings to engage and work together to make Surfside the best place to live.

**G. Presentation by Senator-Elect Jason Pizzo – Mayor Dietch**

Senator-Elect Jason Pizzo introduced himself and stated he will be sworn in on Tuesday, November 20<sup>th</sup>. He spoke about the upcoming session and mentioned the different municipalities that are in his district. He also introduced Maggie as the new Chief Legislative Aide. He thanked all the Elected Officials for their support during his campaign.

**H. Mango Contest Winners Award Presentation – Mayor Daniel Dietch**

Mayor Dietch presented the mango contest winners with a certificate and a Town coin. The winners for first place were Meghan and Stuart Rote, second place went to Andres and Maria Ray and third place winner was Jennifer Zawid.

**I. Recognition of Dr. Freddy Chiche**

Mayor Dietch introduced the current President of the Surfside Urban Gardeners, Ms. Dalia Blumstein. Dalia Blumstein thanked the Town for their continued support. She gave a brief presentation to Dr. Chiche. Mayor Dietch presented Dr. Chiche with a certificate and a Town coin.

**2. Quasi-Judicial Hearings**

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

Commissioner Karukin made a motion to approve the Consent Agenda minus the pulled items. Commissioner Paul seconded that motion which passed 5-0.

**A. Minutes – Sandra Novoa, MMC, Town Clerk**

- **October 9, 2018 Regular Town Commission Meeting Minutes**

Town Clerk Novoa stated that there were changes on the minutes and copies of those changes have been distributed to the Commission members.

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

Commissioner Paul pulled the social media report section of the Town Manager's report. She wanted to state that social media involves more than one platform and NextDoor does not rank among the top social media sites.

Mayor Dietch stated that the reason that platforms like Facebook are not utilized is because there is currently no Town Policy for social media.

Commissioner Karukin made a motion to accept the pulled items from the consent agenda. The motion was seconded by Vice Mayor Gielchinsky which passed 5-0 on roll call vote.

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

**D. Committee Reports – Guillermo Olmedillo, Town Manager**

- **August 6, 2018 Tourist Board Meeting Minutes**
- **August 20, 2018 Parks and Recreation Committee Meeting Minutes**
- **September 27, 2018 Planning and Zoning Board Meeting Minutes**
- **October 8, 2018 Tourist Board Meeting Minutes**

**E. Nurse Enhancement Initiative for School Year 2018/2019 – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, 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 FUND AND IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2018/2019 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on Consent.

**F. Tri-Community Maccabi Haifa Youth Basketball Clinic Non-Profit Support Ratification – Mayor Daniel Dietch**

Approved on Consent.

- G. Approval of Resolution for an Agreement with USA Software, Inc. for software support and maintenance of the Surfside Police Department Computer Aided Dispatch System, Police Records Management System, Police Report Writing-Mobile Field Reporting, Crime Case Management Tracking/Criminal Intelligence, and Police Property and Evidence Modules - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT WITH USA SOFTWARE, INC. FOR THE INFORMATION MANAGEMENT SYSTEM SOFTWARE UTILIZED BY THE POLICE DEPARTMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on Consent.

- H. Miami-Dade County Homeless Trust – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A \$50,000 CONTRIBUTION TO THE MIAMI-DADE COUNTY HOMELESS TRUST; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.**

Item was pulled from Consent Agenda.

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo introduced the item and the budget process of this item and stated that lobbyist Ron Book would give an overview of the program.

Mayor Dietch wanted to introduce Jay Zelowsky, affiliated with the Homeless Trust and Constance Collins and wanted to thank them in bringing this to their attention.

Mr. Ron Book, representing the Homeless Trust, gave an overview of the program and the history of the Homeless Trust.

Commissioner Cohen asked Mr. Book if there is a number to call to have someone come out to get a homeless individual that is on the street.

Mr. Book replied that there is a number and he stated that he has left some business cards with the number of the Homeless Trust and that they can also be handed out to the homeless.

Vice Mayor Gielchinsky made a motion to approve the resolution. Commissioner Paul seconded the motion which passed 5-0 on roll call vote.

**I. Resolution Authorizing Mutual Aid Agreement between the City of Miami Beach 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 A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND CITY OF MIAMI BEACH, FLORIDA FOR POLICE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

Approved on Consent.

**J. Parks & Recreation Department Replacement Vehicle -** 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 ESCAPE FOR THE PARKS AND RECREATION DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$21,000.00 FROM THE FISCAL YEAR 2018/2019 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Item was pulled from Consent Agenda.

Town Clerk Novoa read the title of the resolution.

Mayor Dietch explained the program and stated that the Town works off of a State contract and currently there are no electric vehicles available. He asked if the vehicle has to be purchased off a State contract and Town Attorney Arango stated that it has to be off a qualified list.

Mayor Dietch asked if this is a time sensitive item and Town Manager Olmedillo stated that the item could be deferred to see if there are any other sources that have a more environmental vehicle.

Vice Mayor Gielchinsky made a motion to defer item for up to 90 days and direct staff to research alternative electric or hybrid vehicles. The motion was seconded by Commissioner Karukin which passed 5-0 on roll call vote.

**K. Approval of Resolution for an Agreement with LeadsOnline, LLC.**

**LeadsOnline is an investigative computer system software and program that allows for the collection, maintenance, and dissemination of data – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGENCY AGREEMENT WITH LEADSONLINE, LLC FOR AN ELECTRONIC REPORTING AND CRIMINAL INVESTIGATION DATA SYSTEM FOR LAW ENFORCEMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on Consent.

**L. Approval of Resolution - Interlocal Agreement and Affidavit for the Miami-Dade County Municipal Parking Fines Reimbursement Program – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY AND AN AFFIDAVIT FOR THE MUNICIPAL PARKING FINES REIMBURSEMENT PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on Consent.

**M. Temporary Easement for Beach Renourishment - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A TEMPORARY EASEMENT AGREEMENT WITH MIAMI-DADE COUNTY FOR BEACH RENOURISHMENT, EROSION CONTROL AND HURRICANE PROTECTION PROJECT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Item was pulled from Consent Agenda.**

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo introduced the item.

Town Attorney Arango gave a status on the item and the staged equipment.

Mayor Dietch opened the floor to public participation.

Joel Simmonds spoke regarding the item.

Town Manager Olmedillo answered the question of how long the beach will be closed. He stated that they are still having conversations and that the logistics on the entire project still have to be developed.

Discussion continued on the dais among the Commission and Town Manager regarding logistics and access points and areas.

Commissioner Karukin asked if there will be some type of communication being built into the plan and have it advertised. Town Manager Olmedillo stated that there will be advertising once the trucks will be coming.

Commissioner Paul was alarmed at the 24-month period.

Town Manager Olmedillo stated that the easement is a preventative instrument that the Federal Government is giving them. The entire beach will not be closed.

Mayor Dietch stated that it has been a process. It will take time and it all must be lined up and there are safety precautions.

Commissioner Karukin made a motion to approve the resolution. The motion was seconded by Vice Mayor Gielchinsky which passed 5-0 on roll call vote.

Commissioner Karukin made a motion to extend the meeting an additional 30 minutes. The motion was seconded by Commissioner Paul and all voted in favor.

Item 9E added by Vice Mayor Gielchinsky will be moved to the next regularly scheduled meeting.

**N. Approval of Resolution for an Agreement with the Miami-Dade State Attorney's Office for Reimbursement to the State for the Cost of Prosecution of Criminal Violations of the Town of Surfside Code for Fiscal Year Period 2018/2019 – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, FOR REIMBURSEMENT TO THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CRIMINAL VIOLATIONS OF THE TOWN OF SURFSIDE CODE FOR THE FISCAL YEAR PERIOD 2018/2019; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND**

**CONDITIONS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on Consent.

**O. Presentation of Proclamation to Senator-Elect Jason Pizzo Declaring November 20, 2018 Jason Pizzo Day – Vice Mayor Gielchinsky**

Item removed from the agenda by Vice Mayor Gielchinsky.

**4. Ordinances**

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

**A. Second Reading Ordinances**

**1. Aggregated Single-Family Lots – Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-45 “SETBACKS” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE SETBACKS AND MAXIMUM SECOND STORY FLOOR AREAS FOR CERTAIN LOTS IN THE H30A AND H30B 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 to approve the ordinance on second reading. The motion was seconded by Vice Mayor Gielchinsky.

Commissioner Paul asked how the property tax is assessed on an aggregated lot and Town Manager Olmedillo answered by stating the assessed property value.

Town Attorney Arango stated that the land and building are assessed by the property appraiser's office.

Commissioner Karukin stated that he is not happy with the changes. He feels that it is a step in the right direction but feels the setback should be 20 feet.

Commissioner Karukin asked if it could be changed to 20 feet now.

Town Planner Sinatra Gould stated it is actually a percentage. She stated that the ordinance states 15% of the frontage and it depends on the size of the lot.

Commissioner Karukin stated it is not enough and spoke regarding mansions and feels that this does not go far enough and questioned how it can be changed to 20 feet.

Town Manager Olmedillo stated he could make the amendment to 20 feet.

Town Attorney Arango asked if it was a recommendation from the Planning & Zoning Board and it would be not accepting their recommendation.

Town Manager Olmedillo stated that if the title is not affected then they could amend.

Vice Mayor Gielchinsky asked Town Planner Sinatra Gould to explain what the initial discussion was about.

Town Planner Sinatra Gould gave a synopsis of the discussion that had taken place with the Planning and Zoning Board regarding this item and pie shaped lots.

Discussion among the staff and Commission continued on the setback amount and the language with the amendment.

Commissioner Paul asked if this is only added to aggregated lots and doesn't see a problem with the 20%/20 feet.

Staff recommends that it only be applied to aggregated lots.

Commissioner Karukin withdrew his original motion.

Commissioner Karukin made a motion to amend the Ordinance for there to be a 20% secondary frontage. Commissioner Paul seconded the motion.

Mayor Dietch opened the floor to public comments and the following members of the public spoke on the item:

- Eliana Salzhauer
- Maggie McManagla

Mayor Dietch closed the floor to public comments.

Mayor Dietch said his concern is making a change at 1:20 a.m. and asked Town Attorney Arango if the percentage was 10% or 15% on first reading and Staff answered it was 15%.

Mayor Dietch said that at this point any aggregated lot would still fall under the 15% and would like more research as to what 20% would represent.

Commissioner Karukin stated we would need a deferral for the research for the 20%.

Commissioner Karukin withdrew his previous motion.

Commissioner Karukin made a motion to defer this item to December 11, 2018 at 7:00 p.m. to receive a staff analysis of 20% and consideration of the secondary frontage from 10 feet to 20 feet. The motion was seconded by Vice Mayor Gielchinsky which passed 5-0 on roll call vote.

## **B. First Reading Ordinances**

### **1. Lobbyist Registration Exemption for Representatives of Single Family Property Owners – Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 2-235 – “LOBBYING” TO PROVIDE EXEMPTION FROM THE LOBBYIST REGISTRATION REQUIREMENTS FOR REPRESENTATIVES OF SINGLE-FAMILY PROPERTY OWNERS IN CERTAIN SITUATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the ordinance.

Mayor Dietch opened the floor to public comments and the following members of the public spoke on the item:

- Eliana Salzhauer
- Ellen Abramson

Commissioner Karukin made a motion to approve the ordinance on first reading. The motion was seconded by Commissioner Cohen which passed 5-0 on roll call vote.

### **2. Corner Lot Fences - Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-56.5 “MODIFICATION OF SECONDARY FRONTAGE FENCE AND ORNAMENTAL WALL REGULATIONS” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS FENCE AND SHRUB REQUIREMENTS IN THE H30A AND H30B 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.

Town Planner Sinatra Gould introduced the item.

Vice Mayor Gielchinsky stated the hard work the staff had done and his suggestion would be to walk around Town if you plan on making changes.

Commissioner Paul requested clarification on the set back from any property line and Town Planner Sinatra Gould explained that it would be a set back from that right away and an additional 3 feet for landscaping.

Town Planner Sinatra Gould made clarification as to the setbacks.

Mayor Dietch suggested an amendment to include a maximum of 24 inches from center on row 46.

Commissioner Paul made a motion to approve the ordinance an amended. The motion was seconded by Vice Mayor Gielchinsky which passed 5-0 on roll call vote.

**3. Ordinance Amending Section 34-11, “Prohibition on Distribution, Sale or Use of Plastic Straws,” to Clarify the Definition of Plastic Straw and Provide for Reasonable Accommodations-** Guillermo Olmedillo, Town Manager

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF  
SURFSIDE, FLORIDA, AMENDING SECTION 34-11, “PROHIBITION  
ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS” OF THE  
TOWN’S CODE OF ORDINANCES TO CLARIFY THE DEFINITION  
OF PLASTIC STRAW AND PROVIDE FOR REASONABLE  
ACCOMMODATIONS; PROVIDING FOR CODIFICATION;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the ordinance.

Town Attorney Arango introduced the item and the clarification needed on the existing ordinance with its changes.

Commissioner Paul commented that it states, paper, bamboo and sugar straws but questioned why plastic had to still be there. Town Attorney Arango said that they are clarifying that plastic straws are not allowed, and alternatives can be used.

Commissioner Paul questioned why plastic straws for reasonable accommodations and what that means. Town Attorney Arango explained that the disabled do need to use straws and they need to be exempt.

Vice Mayor Gielchinsky made a motion to approve the ordinance. The motion was seconded by Commissioner Paul which passed 5-0 on roll call vote.

**4. Reasonable Accommodation Procedure** – Guillermo Olmedillo, Town Manager

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA CREATING SECTION 90-100 “REASONABLE ACCOMMODATION PROCEDURES” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE REASONABLE ACCOMMODATION PROCEDURES FOR DISABLED PERSONS UNDER THE FAIR HOUSING ACT AND AMERICANS WITH DISABILITIES ACT; 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 Paul questioned what the purpose of this ordinance is and what is currently in place. She wanted to make sure it did not affect the handicap.

Town Attorney Arango responded that the code is specific to which the federal act is and does not provide safeguard to other situations and this adds a safeguard where your codes and ordinances would harm or discriminate against someone.

Commissioner Paul asked if it is imposing restrictions on the handicap and Town Attorney Arango stated that it does not.

Commissioner Paul said that she read the item and wanted to make sure it did not discriminate against the handicap or hinder someone from having to add a ramp at their home.

Vice Mayor Gielchinsky explained the Ordinance.

Commissioner Cohen asked if something was installed at the Community Center for the handicap and it is a major thing which allows those to go to the ocean.

Commissioner Karukin made a motion to approve the ordinance. The motion was seconded by Vice Mayor Gielchinsky which passed 4-0 on roll call vote with Commissioner Cohen absent.

**5. Resolutions and Proclamations**

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

**A. Agreement for Food and Beverage Concession Services at the Surfside Community Center with Surf-N-Sides – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING AND AWARDED THE PROPOSAL OF HAMSA HAMSA, LLC D/B/A SURF-N-SIDES FOR FOOD AND BEVERAGE CONCESSION SERVICES AT THE SURFSIDE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo introduced the item.

Commissioner Paul had a correction on page 219 where it says, “Town Council” and then it says “Town Commission” everywhere else. Also Exhibit A and Exhibit B were not attached.

Town Attorney Arango stated that if the agreement is approved and the Commission moves forward to execution, the idea is that staff will work with the concessionaire to create this inventory list and then attach it.

Concessionaires of Hamsa Hamsa, LLC spoke and wanted to ask for clarification on two items on the lease, but first wanted to thank everyone on the dais. On the agreement there were two items with Town employees on page four and eight that they could not work out with the Town employees and to address it with the Commission. On page four under Section 10-6 it mentioned “other items are approved by the Town Manager”. They are asking for sentence be taken out. They also asked for clarification on page eight, termination of convenience, and if it could be removed or have the RFP be reopened.

Mayor Dietch said that he cannot approve his proposed changes and leave them the way it is, that gets their foot in the door. He always has asked the Town Attorney to have very good severability clauses to protect the Town.

Commissioner Paul is ok with those changes but wondering on 10-6 as far as it was highlighted in red if there is a way they could add in the collapsible straws. She requested it if it could be reworded so it could be added in.

Town Attorney Arango stated that they can sell whatever they would like. The intent of that last sentence was to clarify that it was a food and beverage concession and sales should be restricted to that. The language can be amended as the Mayor suggested to read the sale of other items as approved by the Town Manager.

Discussion continued on the dais among the Commission on the language and on this item.

Commissioner Karukin made a motion to approve the resolution with the amended language by the Town Attorney. The motion was seconded by Commissioner Paul which passed 5-0 on roll call vote.

Mayor Dietch asked when the opening date would be and the concessionaires stated within two months of execution of the contract.

Commissioner Karukin made a motion to move Item 3M to be heard after 5A. The motion was seconded by Vice Mayor Gielchinsky and all voted in favor.

**B. FY 2017-2018 Budget Amendment Resolution – Guillermo Olmedillo,**  
Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN  
OF SURFSIDE, FLORIDA, APPROVING THE FINAL BUDGET  
AMENDMENTS FOR THE 2017-2018 FISCAL YEAR BUDGET;  
PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR  
AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo introduced the item.

Commissioner Paul questioned the decrease in tourist revenue and increase in expenditures and commented on the need to be mindful.

Commissioner Karukin made a motion to extend the meeting no more than 30 minutes. The motion was seconded by Commissioner Paul which passed 5-0 on roll call vote.

Interim Finance Director Wallace gave a synopsis of the item and the expenditures.

Commissioner Karukin made a motion to approve the resolution. The motion was seconded by Vice Mayor Gielchinsky which passed 5-0 on roll call vote.

Vice Mayor Gielchinsky made a motion to move Item 4B4 to be heard after 5B. The motion was seconded by Commissioner Karukin which passed 5-0 on roll call vote.

**C. Resolution to Terminate Evaluation and Rejection of the P3 Proposal –  
Commissioner Michael Karukin**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, TERMINATING FURTHER EVALUATION OF AND REJECTING AN UNSOLICITED PUBLIC-PRIVATE PARTNERSHIP (P3) PROPOSAL FOR THE DESIGN, CONSTRUCTION, FINANCING, OPERATION AND MAINTENANCE OF “SURFSIDE CIVIC CENTER” ON THE CURRENT TOWN HALL SITE, LOCATED AT 9293 HARDING AVENUE, AND THE MUNICIPAL PARKING LOT IMMEDIATELY NORTH OF TOWN HALL, LOCATED ON 93RD STREET, INCLUDING A NEW TOWN HALL, POLICE STATION, AND MIXED-USE RETAIL/RESTAURANT, OFFICE SPACE, PARKING GARAGE AND COMMUNITY RECREATIONAL SPACE (“PROJECT”); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

Commissioner Karukin made a motion to approve the resolution. Commissioner Paul seconded the motion.

Commissioner Karukin introduced the item and wanted to remind the residents that the Manager and staff follow the direction and instructions from the Commission and the rejection of the proposal’s language comes from the Florida Statutes. He read the following cover memo he sent to the Commission:

“This cover memo is a direct appeal to my fellow commissioners to stop the evaluation and reject this proposal. This project created an atmosphere of distrust, anger and frustration and considering there is no compelling need to cause so much consternation and increased risk to the welfare of this community, the project needs to be rejected.

Do you not worry about the long-term and unintended consequences of this deal? Do you not worry about what this project will do to our Town? Our beaches? Our streets? Our quality of life?

Do we really need a 450-space garage and a new business district? Have you any inkling what this will do to our Towns character? Do you not want to preserve and protect what small town charm we have left?

Surfside used to be our little secret. Not anymore. All-the-more reason why we need take a step back and rethink what problems are we are trying to solve. We need to think twice before we go making our lives even

worse by building a 450-space garage because a piece of paper says we need x number of parking spaces.

If the real reason is to solve a parking problem, then where is the evidence. I know that may be a bit rhetorical because I know the argument all too well. That is, some will say “it is not a today issue, it is a tomorrow issue”.

We all know Surfside has been debating the parking issue for decades. The first formal study I saw was dated 1986. But the reality is we’ve been operating under a calculated parking deficit of about 270 spaces for *years*. But as you know, no one really complains anymore. That’s because of increased enforcement preventing construction workers from taking up spots, limits on time to increase turnover, parking rate increases, rate differentials by location, and of course ride share, which was not around when the last big parking study was done. Kudos to SPD and the parking division for being so effective.

The tomorrow issue however is more theoretical and consists of a series of calculations that say we have a parking deficit of over 300 spaces. However, I do not subscribe to the notion that we are obligated to build to a calculated number. Who says we must do that? There is nothing wrong with parking being tight every now and then. It discourages people from using their cars. And we all know that parking utilization fluctuates with the time of day and time of year.

That was a result of the 2012 parking study.

If this project moves forward and gets built, other than the nightmare from 5 years of construction, one of two things will happen. It will be empty half the time or not. And if not empty, it means we have an even bigger problem on our hands: more cars, more crowds, more congestion, more traffic, and an even greater degradation of our quality of life.

You cannot let this happen. This project has caused enough pain and division in our community. It’s just not worth it. Giving away our Town Hall for 1 year or 99 years is not the right thing to do. Please vote yes on this resolution to stop the project.”

Mayor Dietch stated that they are here to listen to the residents and it is recognized and asked for those on the dais that are voting for it to raise their hands. He stated that there is a resolution on the table and over 50 speakers and wanted to let the residents know where most of the individuals on the dais stand.

Mayor Dietch opened the floor to public comments and the following members of the public spoke on the item:

- Deborah Cimadevilla
- Nicole Motola
- Caridad Izquierdo
- Madeline Noble
- Retta Logan
- Clara Diaz Leal
- Anthony Blate
- Ellen Abramson
- Dalia Blumstein
- Steve Kram
- Donald Lewin
- Jalil Thurber
- Bob McNutt
- Diana Gonzalez
- Kristin Min Sanchez
- Pamela O'Hagan
- Oliver Sanchez
- Victor May
- Nelly Nogueras
- Marcia Teixeira
- Alan Rubin
- Jeffrey Platt
- Charles Burkett
- Eliana Salzhauer
- Donald Fowley
- Sasha Plutno
- Tricia Fowley
- David Epstein
- Nathalie Vaturi
- David Wilson
- Cesar Izarraulde
- Louisa Agresti
- Ivan Parra
- Maggie McManagle
- Marc Levenson
- Eva Kaman
- Marisol Krasner
- George Kousoulas
- Elizabeth Cimadevilla
- Marianne Meisheid

Commissioner Karukin commented on the comment made that he did not have a spine and clarified that his decisions are based on facts.

Commissioner Paul wanted to address the bullying and that she spoke from a personal experience and does not appreciate that the speaker, who left already, tried turning it against her in that it is a weakness and she does not feel bullied by anyone in this room speaking about their passion and this Town. She has listened to everyone in favor and

opposed to this project and she has met with these developers and asked why the developers pulled the meeting and did not meet with the residents. She stated that a petition was never presented to them and there is no bullying in her decisions.

Mayor Dietch requested a motion to extend the meeting not to exceed 2 hours.

Commissioner Karukin made a motion to extend the Commission meeting 2 hours. The motion was seconded by Commissioner Paul and all voted in favor.

Commissioner Karukin addressed an issue that came up that announcements were not made public and he stated that these announcements have been made public and spoken about in previous meetings and in the agenda books and nothing was done in secret. Certain things they could not talk about and that is due to Florida Statutes and they were following the law.

Vice Mayor Gielchinsky addressed some of the comments made and why he is voting the way he is and explained his position on the item.

Commissioner Cohen stated that when the residents speak the Commission does listen and takes action.

Mayor Dietch stated that lessons have been learned and that they are not disconnected from the community and feels that is what brought the reactions from the residents. At the end, the Commission has to make a decision that is in the best interest of the community.

Town Clerk Novoa stated for the record that at 5:26 p.m. she received a petition from the Pointe Development Company.

Commissioner Karukin made a motion to approve this Resolution. The motion was seconded by Commissioner Paul which passed 4-1 with Vice Mayor Gielchinsky voting in opposition.

The Commission Meeting went into recess at 11:23pm

The Commission Meeting reconvened at 11:32 p.m.

Commissioner Karukin made a motion to move item 5A after item 9D. The motion was seconded by Commissioner Paul and all voted in favor.

**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.*

Eliana Salzhauer spoke regarding semantics on the items, residents are upset because they felt that they were left out in the process and being that of quality of life for the residents.

Galen Bakken spoke regarding the development in Surfside.

Retta Logan spoke regarding the division of the community and to allow residents to assist with the issues in Surfside.

Allen Davoudpour spoke regarding how the Town decides on what projects to bring forward and if there is a proposed change as a resident that it is given an opportunity instead of it being done away with just because there is a group of residents making noise. He would also like to see more trees and sidewalks.

Tricia Fowley spoke regarding the environment and how to do better due to the amount of plastic and trash in the beach and how it can be better, having the Town ban straws and plastic bags and using hybrid vehicles.

Jalil Thurber spoke regarding the amount of discussion in the community, mistrust created amongst the residents and that the Commission should have a workshop of what transpired regarding the P3.

Yuri Fridman spoke regarding the P3 project and a division amongst the community and the Commission.

Sasha Plutno spoke regarding parking issues and police enforcement in Surfside.

Charles Burkett stated that he felt that it was hypocritical to treat residents like first graders by using jazz hands and when Mr. Ron Book came up the dais clapped. He also stated that there is too much development in Surfside.

Alan Rubin spoke regarding the 4 year terms of elected officials not being a good idea.

Victoria Saife spoke regarding the parking study, P3 project, the quality of life in Surfside and overdevelopment.

Clara Diaz-Leal spoke regarding the quality of life in Surfside, it's deterioration and overdevelopment with the increased issues in parking.

Jeffrey Platt spoke regarding the future of Surfside and the overdevelopment of Surfside and the quality of life.

Debby Cimadevilla spoke regarding her having to spend her own money to make the developers clean up the beaches from all their debris.

Joshua Epstein spoke regarding the Commission representing the residents and that there is no need for a parking study at the peak of the season.

Mayor Dietch closed the floor to public participation.

Commissioner Paul commented on trying to convey the sense of community that she sees in this room and in the past month and would like to say to the person who mentioned to

run for office, that is exactly what she did. She was one of the individuals that was active with the sand issue. She stands by the residents and she listens to their concerns. She responded to the individual who made the comment about a small group and a small minority, she would like to say that she wishes she would have addressed this much sooner and that the terminology started on the dais and they had residents coming here to speak about issues and they were being constantly called a small minority and she did sit up on the dais and did nothing and they stopped coming. Basically, when she wasn't supporting certain issues. When she continued hearing what those small minority and some residents stating that those minority residents' voices don't matter, that was not the case and it took her over a week to recover. She stated she is here for the residents and respect each other. She commented on the applause for Mr. Ron Book that she did applause because it was out of respect and that she does respect him.

Commissioner Karukin commented on a resident's comment on affordable housing and he has been working for a while with the Town Planner on the issues of affordable housing. He wanted to clarify that he was approached once with an affordable housing project and he asked how much the units would cost, and the individual stated about \$700,000 or \$800,000, which is does not consider to be affordable.

Mayor Dietch stated that he is here to serve the community and the perceptive he has is different of that of the individual resident. His responsibility is to listen to a spectrum of individual matters and his intention is not to be disrespectful or offensive to anyone. He commented on allegations of illegal behavior and he addressed those alleged issues in 2010 when he ran for office and even put links to the State Attorney's Office, the Federal Bureau of Investigations (FBI) and Miami-Dade Commission on Ethics so residents could go in and let their concerns be heard if they were uncomfortable bringing it to them. The comments made hits him at his core and it concerns him when the residents say that decisions are being made without their input. They are all accessible to the residents and they can come to any of them with their concerns.

## **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 - Sustainability Committee – Commissioner Cohen**

Mayor Dietch introduced the item and suggested to defer the item.

Town Clerk Novoa stated she provided two applications to the Commission.

Mayor Dietch stated that they are looking for a subject matter expert and suggested to hold off appointing and the first meeting can still reconvene.

Commissioner Cohen made a motion to appoint Clara Diaz-Leal to the Sustainability and Resiliency Committee. The motion was seconded by Commissioner Paul which passed 5-0 on roll call vote.

**B. 2019 Meeting Calendar - Sandra Novoa, MMC, Town Clerk**

Town Clerk Novoa introduced the item and requested changing the meeting from October 8<sup>th</sup> to October 10<sup>th</sup> due to the Yom Kippur Holiday.

Vice Mayor Gielchinsky made a motion to approve the meeting dates. The motion was seconded by Commissioner Paul which passed 5-0 on roll call vote.

**C. Pittsburgh Letter of Condolence – Vice Mayor Gielchinsky**

Vice Mayor Gielchinsky read the letter into the record.

**D. Reassessment of Business District Parking Requirements – Mayor Daniel Dietch**

Mayor Dietch introduced the item and the parking issues in Surfside.

Vice Mayor Gielchinsky spoke in support of this item and feels that there is a trend of downsizing for commercial establishments and feels this study will help.

Discussion continued on the item among the Commission on the dais.

Commissioner Paul stated that she has a video she wants to show which is 5 minutes long and is called “The High Cost of Free Parking” the public can go on google or YouTube to see it and starts off with Steve Jobs. It really addresses the issue we are facing and comes up with some interesting ideas.

Mayor Dietch asked for a motion to view the video.

Commissioner Paul made a motion to allow the video to be shown. The motion was seconded by Vice Mayor Gielchinsky and all voted in favor.

Town Clerk Novoa showed the video.

Commissioner Paul thanked the Commission for allowing her to show the video and believes that they should reevaluate the zoning code and look into abolishing the parking fund and look into giving refunds. Also, if the Commission can find more parking spaces around. She feels that the Parking Enforcement Officers can shine some light at the troubled areas and they are the best ones to ask. She stated the quote on page 253 still holds and feels these things should be evaluated.

Discussion continued on the item among the Commission on the dais.

Mayor Dietch opened the floor to public comments and the following members of the public spoke on the item:

- Eliana Salzhauer
- Ellen Abramson
- Tricia Fowley
- George Kousoulas
- Clara Diaz Leal

Commissioner Cohen feels that they accomplished a tremendous amount tonight and are going in the right direction. The common question is what the Town is going to do with the parking problem.

Mayor Dietch is going to prepare a recommendation briefing with solutions and direct the Town Attorney and Town Manager to assess the legal implications and prepare a report or briefing to come before the Commission in January 2019 and do a further analysis to include the low season.

## 10. Adjournment

There being no further business to discuss before the Commission, the meeting adjourned without objection at 1:32 a.m. on November 14, 2018. A motion was made by Vice Mayor Gielchinsky and seconded by Commissioner Paul.

Respectfully submitted

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:

\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk



## TOWN MANAGER'S REPORT

DECEMBER 11, 2018

### COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. SEE CLICK FIX REPORT – See Attachment “A”
- II. SOCIAL MEDIA (NEXTDOOR) REPORT – See Attachment “B”
- III. ADMINISTRATIVE SCRIVENER'S ERROR CORRECTION TO RESOLUTION NO. 2018-2537 ADOPTING FINAL MILLAGE RATE

The final millage rate Resolution No. 2018-2537 adopted on September 26<sup>th</sup>, 2018 was amended to correct a scrivener's error in the rolled-back rate and percentage by which the final millage rate is less than the rolled-back rate. Section 3 of the Resolution was corrected to read: The proposed millage rate of 4.5000 mills is less than the rolled-back rate of ~~4.8463~~ 4.8090 mills computed pursuant to Section 200.065, Florida Statutes, by ~~7.15~~ 6.43%.

### IV. DEVELOPMENT APPLICATIONS STATUS

**A. 8851 Harding** – The applicant has resubmitted plans for a 28 unit development. The DIC meeting was held on March 26, 2018. The plans have been resubmitted and a DRG meeting was held on November 29, 2018. A Planning and Zoning Board meeting will be scheduled once the applicant addresses outstanding comments.

**B. 8995 Collins** – A site plan was submitted on May 19, 2017. Three DRG meetings were held on June 19, 2017, August 24, 2017, and 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. Since, it has been deferred five times for different reasons, such as, revision of the traffic analysis, lack of quorum, and the applicant's request for a deferral. The application will be scheduled for a Town Commission meeting, once the Planning and Zoning Board issues its recommendation.

**C. 9300 Collins** – A site plan was submitted on May 31, 2018 for a 207 room hotel development. The plans were reviewed by staff and a DRG meeting was held on June 27, 2018. The applicant has submitted revisions and a second DRG meeting was held on August 30, 2018. The applicant resubmitted the plans on October 23, 2018 and a final DRG met on November 1, 2018. The Planning and Zoning Board heard this application on November 29, 2018 and recommended approval with conditions. Town Commission meeting will be scheduled.

## **V. TOWN DEPARTMENTS**

### ***Code Compliance Division***

**A. Code Violation Cases:** As of November 27, 2018, the total number of active, open cases being managed is 158; of these cases, 65 cases are still under investigation and are working towards compliance; 4 cases are on-hold; 19 are in the Special Master hearing queue; 2 cases are in post-Special Magistrate action status; 2 cases have pending liens, and 66 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 18/19: Through November 27, 2018, 12 cases have paid/settled for a total collection of \$2,738.50
- FY 17/18: 92 cases have paid/settled for a total collection of \$29,576
- FY 16/17: 117 cases have paid/settled for a total collection of \$40,842
- FY 15/16: 152 cases paid/settled for a total of \$137,282

### ***Finance Department***


Monthly Budget to Actual Summary as of October 31, 2018 – See Attachment "C"


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

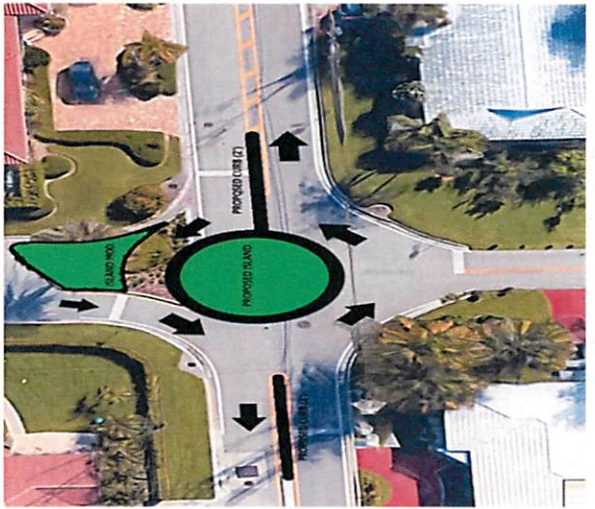
- Narcotics Arrest - 11/02/2018 at 0130 hours: 9200 block of Collins Avenue. An officer initiated a traffic stop and detected a strong odor of marijuana emitting from inside the vehicle. A search of the vehicle revealed a total of 58.1 grams of marijuana, cannabis oil extract, a grinder, and a scale. The driver was arrested and charged with one count of Possession of Marijuana with Intent to Sell, three counts of Possession of Cannabis Oil, and four counts of Possession of Drug Paraphernalia with Intent to Use.
- Bomb Threat - 11/04/2018 at 1657 hours: 9293 Harding Avenue. Officers responded to a call of a bomb threat in the parking lots surrounding the police station involving a white van. A bomb sweep utilizing a Police K-9 unit was conducted which did not reveal any explosive devices. The area was deemed safe at approximately 1825 hours. The bomb threat was a hoax.
- Found Property - 11/07/2018 at 0930 hours: 9300 block of the beach. A suspicious package, appearing to be cocaine, was found on the shoreline along the 8800 block of the beach and turned into to personnel at the Lifeguard tower. The Miami-Dade Police Department Narcotics Bureau will lead this investigation and took possession of the narcotics from Surfside PD.
- Burglary MV - 11/16/2018 at 0840 hours: 9100 block of Abbott Avenue. An unknown subject(s) burglarized an unlocked vehicle parked in the driveway of a residence. A cellular phone charger was missing from the vehicle.

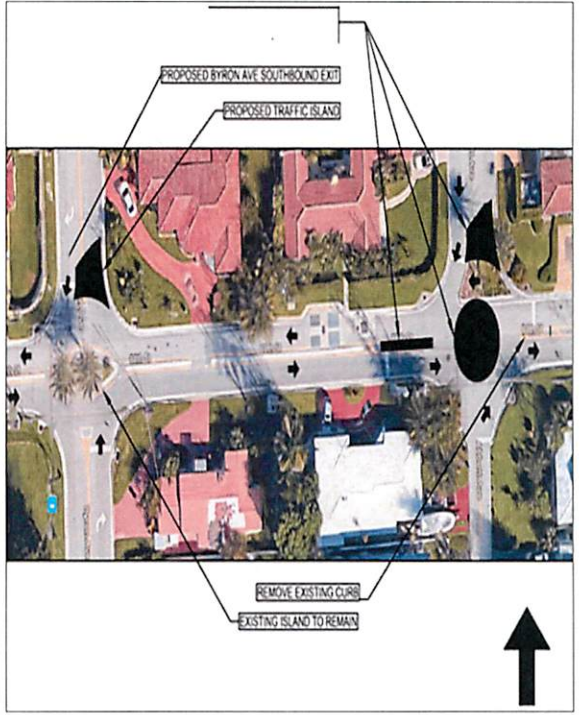
***B. Traffic Mitigation Program Status Report***

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 <sup>th</sup> Street & Harding Avenue (westbound), left Turn lane added.  300 block of 95 <sup>th</sup> Street (eastbound), right turn lane added.	Closed	<p>On 04-27-2017, the traffic lanes in the 200 block of 95th Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 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 &amp; Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p> 
2		New Stop Signs at all intersections west of Harding Avenue	Closed	<p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> <li>• 89<sup>th</sup> Street &amp; Byron Avenue (east-west)</li> <li>• 90<sup>th</sup> Street &amp; Abbott Avenue (east-west)</li> <li>• 90<sup>th</sup> Street &amp; Carlyle Avenue (east-west)</li> <li>• 92<sup>nd</sup> Street &amp; Abbott Avenue (east-west)</li> <li>• 92<sup>nd</sup> Street &amp; Carlyle Avenue (east-west)</li> </ul>

				<p>In September 2018, Public Works relocated the stop sign and stop bar at Carlyle Avenue and 90<sup>th</sup> Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an enhanced traffic sight cone at the intersection.</p> 
3		New Stop Bar Reflectors	Re-Opened 09-2018	<p><b>New Stop Bar Reflectors Installed</b></p> <p>In September 2018, Public Works conducted an inspection of the Stop Bar Reflectors and determined which reflectors were non-operational. The vendor will be replacing the non-operational reflectors under warranty.</p> <p>Public Works ordered 24 new reflectors that will be installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 90<sup>th</sup> Street and Froude (all directions)</li> <li>• 90<sup>th</sup> Street and Byron (all directions)</li> <li>• 90<sup>th</sup> Street and Abbott Avenue (East and West directions)</li> <li>• Yellow reflectors will be installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers.</li> </ul> <p><u>During November 2018 all non-operational Stop Bar Reflectors were replaced and are now functional. Additionally, new Stop Bar Reflectors were installed at the following locations:</u></p> <ul style="list-style-type: none"> <li>• <u>90<sup>th</sup> Street and Froude (all directions)</u></li> <li>• <u>90<sup>th</sup> Street and Byron (all directions)</u></li> <li>• <u>90<sup>th</sup> Street and Abbott Avenue (East and West directions)</u></li> <li>• <u>Reflectors will be installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers.</u></li> </ul>

4		New Speed Bumps	Closed	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 8900 block of Abbott Avenue</li> <li>• 9100 block of Abbott Avenue</li> <li>• 9300 block of Abbott Avenue</li> <li>• 9500 block of Byron Avenue (second speed bump)</li> </ul>
5		Revisit Street Closure <ul style="list-style-type: none"> <li>○ 94<sup>th</sup> Street / Abbott Avenue</li> </ul>	Closed	Town Commission approved a motion against revisiting this item.
6		New Street Closure <ul style="list-style-type: none"> <li>○ Byron Avenue (northbound) at 88<sup>th</sup> Street</li> </ul>	In progress	<p>Requires study, Miami-Dade County and Miami Beach approval.</p> <p>On 11-29-17, Town Manager, Chief Allen and Public Works Director attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88<sup>th</sup> Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88<sup>th</sup> 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 88<sup>th</sup> Street and Abbott Avenue.</p>  <p>Public Works completed the installation of the pictured vehicular traffic pattern at 88<sup>th</sup> Street &amp;</p>


				<p>Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.</p> <p>The 60-day trial period before final approval continues. There have been no traffic accidents reported and no matters of concern have been brought to the attention of the Police Department.</p> <p>At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88<sup>th</sup> Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88<sup>th</sup> Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88<sup>th</sup> Street will prevent vehicles from traveling north on those avenues from 88<sup>th</sup> Street.</p>  <p>Public Works has begun work on the new traffic mitigation design on 88<sup>th</sup> Street &amp; Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p>Project completed.</p>
7		Loop Detector Installation	In progress	<p>CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections</p>

			<p>(before and after traffic analysis) per commission request at 05-09-17 meeting.</p> <p>The east Stop Bar at 93 Street &amp; 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 88<sup>th</sup>, 93<sup>rd</sup> and 94<sup>th</sup> 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 88<sup>th</sup>, 93<sup>rd</sup>, 94<sup>th</sup> and 95<sup>th</sup> 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>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 with a Base Bid of \$109,045.23. Upon review, they found</p>
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			<p>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.</p> <p>At the June 12<sup>th</sup>, 2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p> <p>CGA has collected traffic counts and completed intersection analysis at the Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street intersections. Next step is to complete new traffic counts and intersection analysis once the traffic loops at all four intersections have been installed. This traffic analysis will be summarized in a memorandum.</p> <p>Public Works Department and CGA held a pre-con meeting. Contractor applied for County permit. A Notice to Proceed (NTP) will be given when contractor has permit. 30 to 45 days for completion after start.</p> <p>On 8-8-2018, the awarded contractor, Under Power Corporation, submitted the following permit applications to Miami Dade County:</p> <p>Permit No. 2018006371 – Harding Av &amp; 88 St Permit No. 2018006374- Harding Ave &amp; 93 St Permit No. 2018006373 – Harding Ave &amp; 94 St</p> <p>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had asked for one of the pedestrian signal phases to be modified.</p> <p>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA. On 8-23-2018, the revised plans were submitted to the County for permitting by the contractor. It seems that the County has a 12-day turn-around for these permits. Bob McSweeney has</p>
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				<p>been keeping track of the County's review time and the contractor has kept CGA informed every step of this process.</p> <p>For Harding Avenue and 95<sup>th</sup> Street, CGA received an email from David Hayes (Miami-Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88<sup>th</sup> Street, 93<sup>rd</sup> Street, and 94<sup>th</sup> Street. Revised plans for Harding Avenue and 95<sup>th</sup> Street will be submitted to Miami-Dade County on 8-27-2018.</p> <p>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-18, and the new project manager is Eddie Macias e.macias@underpowercorp.com.</p> <p>GCA contacted FDOT Operations concerning the Construction Agreement renewal and loop material revision, and were referred to the FDOT Permits Department. GCA have a call/message into them, and will advise as to any potential delay once we have more information.</p> <p><u>On 11-27-18 a meeting was conducted with Town Administration, Public Works, Police Department, and CGA regarding the Loop Detector Installation. It was determined that the project can commence on 12-10-2018 and the work hours will be 8:00 AM – 6:00 PM, Monday-Friday. The Police Department will provide personnel to assist with lane closures. The contractor, Under Power Corp., was contacted and advised to provide a construction schedule, work plan narrative, and MOTs regarding the program prior to commencing work.</u></p>
8		Install a centerline curb on 95 <sup>th</sup> Street between Abbott and Byron Avenues	Closed	Public Works installed delineators to deter trucks from traveling west on 95 <sup>th</sup> 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	Closed	MOT's and circulation plans for new construction projects was a primary topic of discussion with

		<p>New Construction Projects</p> <ul style="list-style-type: none"> <li>Minimize lane closures</li> </ul>		<p>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.</p>
11		Evaluate Sidewalk Options	Open	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
12		<p>Install traffic light at 96<sup>th</sup> Street &amp; Abbott Avenue</p> <p>Eliminate left hand turn at 96<sup>th</sup> Street &amp; 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 96<sup>th</sup> 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 &amp; Byron Avenue.</p>
13		Install a crosswalk at 90 <sup>th</sup> 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 90<sup>th</sup> 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 90<sup>th</sup> Street where a curve hindered line of sight for drivers.</p> <p>No Turn on Red signage has been installed at 90<sup>th</sup> Street &amp; Collins Avenue for vehicles traveling eastbound in the 200 block of 90<sup>th</sup> Street.</p>
14		<p>Send demand letters to mapping companies</p> <p>Waze – Free Community-based GPS, Maps &amp; Traffic Navigation App</p>	Closed	The Town became a Participating Member of the Connected Citizens Program. This is the Town's effort to address in real-time reported accidents and improve navigation throughout the Town.

15		<u>On-Street Parking Reconfiguration - 200 block of 90<sup>th</sup> Street</u>	<u>Closed</u>	<p>On Monday 10-08-18, Public Works advised that the 200 block of 90<sup>th</sup> Street On-Street Parking Reconfiguration would begin in October 2018, with Police/Parking Officers blocking off the street to complete the stripping. Stripping Reconfiguration diagram below.</p>  <p><u>On Monday 10-29-18, the striping and reconfiguration was completed.</u></p>
16		<u>Collins Ave and Harding Ave. Request for additional speed limit signs &amp; pavement markings within Town of Surfside. FDOT CTP 2018-03-0031</u>	Open	<p>Per Arturo Patulot, Traffic Operations D6, Florida Dept of Transportation (FDOT) 305-470-5303, arthuro.patulot@dot.state.fl.us:</p> <p>FDOT Traffic Operations office conducted a field review along the subject roadway segment from 88<sup>th</sup> to 96<sup>th</sup> streets both NB and SB directions and has decided to install five (5) additional posted speed limit signs 30 MPH and three (3) sets of pavement markings 30 MPH for better exposure and driver's compliance at the following locations:</p> <p>Collins Avenue facing Northbound traffic</p> <p>Two (2) additional 30 MPH speed limit signs (Right &amp; Left of roadway) and 30 MPH pavement markings north of 90<sup>th</sup> Street</p> <p>One (1) additional 30 MPH speed limit sign (Right of roadway) north of 92<sup>nd</sup> Street</p> <p>Two (2) additional 30 MPH speed limit signs (Right &amp; Left of roadway) north of 94<sup>th</sup> Street</p> <p>Harding Avenue facing Southbound traffic</p> <p>30 MPH pavement markings for the three lanes across from existing speed limit sign south of 96<sup>th</sup> Street</p> <p>30 MPH pavement markings for the three lanes across from existing speed limit signs south of 92<sup>nd</sup> Street</p>

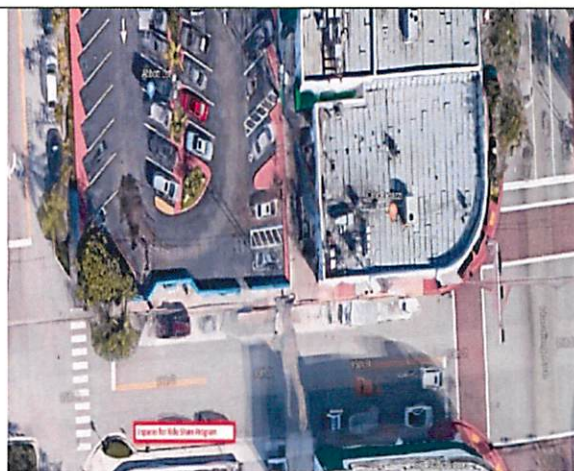
				The proposed improvements will be completed by FDOT maintenance when workload and schedule permit. No anticipated completion dates were provided.
17	<b>Intermediate Term (7 – 18 months)</b>	<p>Create One-Way Streets</p> <ul style="list-style-type: none"> <li>○ 88<sup>th</sup>, 89<sup>th</sup>, 90<sup>th</sup> and 91<sup>st</sup> Street between Collins &amp; Harding Avenues</li> </ul>	Closed	<p>A Town meeting was held July 18<sup>th</sup>, 2017, to present a new traffic pattern plan making 89<sup>th</sup> Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90<sup>th</sup> 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 89<sup>th</sup> and 90<sup>th</sup> 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 89<sup>th</sup> Street traffic moving from east to west and 90<sup>th</sup> 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 13<sup>th</sup>, 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 28<sup>th</sup>, 2018. Notifications for the March 28<sup>th</sup> One-Way Streets Town Hall Meeting have been distributed via the following channels:</p> <ul style="list-style-type: none"> <li>• Publicly Noticed Meetings and Agenda Packets (Town Commission &amp; Planning &amp; Zoning)</li> </ul>

				<ul style="list-style-type: none"> <li>Letter mailed to residences on 89<sup>th</sup> and 90<sup>th</sup> streets for first meeting held in July (similar to planning &amp; zoning notices)</li> <li>Door hangers to residences on 89<sup>th</sup> and 90<sup>th</sup> streets</li> <li>Posted notice at Publix and Starbucks</li> <li>Multiple e-blasts</li> <li>Website notices on the calendar and town news</li> <li>Included in multiple gazette newsletters</li> <li>Channel 93</li> <li>Nextdoor postings on the Town's page</li> <li>Delivery of meeting notices to residences on 89<sup>th</sup> and 90<sup>th</sup> streets for second meeting held in March</li> <li>Surveys on Nextdoor and SurveyMonkey</li> </ul> <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p>At the April 10<sup>th</sup>, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89<sup>th</sup> Street and 90<sup>th</sup> Street.</p> <p>On April 16<sup>th</sup>, 2018, Public Works returned the traffic pattern on 89<sup>th</sup> Street and 90<sup>th</sup> Street to two-way traffic west of Harding Avenue.</p>
18		Design 91 <sup>st</sup> Street Improvements <ul style="list-style-type: none"> <li>Sidewalk, landscaping and buried utilities</li> </ul>	Open	Awaiting the study of walkability by FIU.
19		Road closure of 95 <sup>th</sup> 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>

				This item has been deferred due to the impact of closing the 95th Street would generate.
20	<b>Long Term (19+ months)</b>	Gate the area west of Harding Avenue and create a special taxing district.	Open	This item is provided here as a place holder.

#	Parking / Taxis	Status	Update
1	The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking 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. The total number of single parking spaces added is now 12.	Closed	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> <li>• 100 block of 88<sup>th</sup> Street (4 spaces) effective 06-01-2017</li> <li>• 100 block of 90<sup>th</sup> Street (4 spaces) effective upon completion of on-going construction project</li> <li>• 100 block of 92<sup>nd</sup> Street (4 spaces) effective 06-01-2017</li> <li>• 100 block of 96<sup>th</sup> Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone.</li> </ul> <p>The additional loading zones are located at the following locations:</p> <ul style="list-style-type: none"> <li>• 100 block of 89<sup>th</sup> Street - effective 06-01-2017</li> <li>• 100 block of 94<sup>th</sup> Street - effective 06-01-2017</li> </ul>
2	Taxi Cab Stands added and changed	Closed	<ul style="list-style-type: none"> <li>• The Taxi Cab Stand at 94<sup>th</sup> Street &amp; Collins Avenue was reduced from (4) vehicles to (2) vehicles.</li> <li>• 94<sup>th</sup> Street &amp; Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added.</li> <li>• In the 200 block of 92<sup>nd</sup> Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand.</li> <li>• A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue.</li> </ul> <p>On 11-15-17, Chief Allen met with the management of the Azure Condominium</p>

			<p>regarding the taxi stand at 94<sup>th</sup> Street and Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <p>Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General Manager of the hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.</p>
3	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	Closed	<p>The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 &amp; 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation.</p>
4	Ride Share Pick-up & Drop Off	<u>In progress</u>	<p>Background: There has been a proliferation of citizens utilizing Ride Share services such as Uber and Lyft which has impacted the efficient flow of traffic in the Town of Surfside. The operators for these services have been observed picking up and dropping off their customers in the Surfside Business District occupying Town parking spaces and double parking while picking up or dropping off customers.</p> <p>The Surfside Police Department recommends that a 90 day "Town of Surfside Ride Share Pick-Up &amp; Drop-Off Trial Program" be conducted in the 300 block of 95th Street on the south-side of the road way encompassing three parking spaces closest to Abbott Avenue. See below picture (Red Box Area).</p>




**Budget Impact:** There will be a reduction in the Town Parking revenue stream due to three (3) less parking spaces being available for paid parking. There will be incurred costs for procuring signage and possible repainting of the parking spaces.

On 07-20-18 the signs for the Ride Share location were ordered and the expected delivery date is in early August 2018. On 07-26-2018, Captain Bambis and Parking Manager Joseph met with Mr. Javier Correoso (Public Affairs Manager) from Uber ride share regarding the new Pick-up and Drop-off site proposed for the 300 block of 95<sup>th</sup> Street in Surfside. Mr. Correoso was enthusiastic about the trial program that was discussed with him and he is willing to participate and utilize the location in the Uber application for the Pick-up location. He will be contacted days before going live with the location so that he could initiate the information in the Uber application. Mr. Correoso also provided information for his counterpart at Lyft ride share so we could contact them to have the same information on their Lyft application.

Effective 08-13-2018, the Ride Share Pick-Up and Drop-Off location in the 300 block of 95<sup>th</sup> Street was completed:

- All signs installed (2 signs)
- Curb line was painted yellow
- Vehicle space lines were painted yellow
- UBER Ride Share Company has agreed to add the location to their application

			 <p><u>The Ride Share Pick-up &amp; Drop Off Trial Program concluded on 11-11-18. A Staff Memorandum regarding the program was prepared and submitted by the Police Department which stated that overall impact of the Ride Share Pick-Up &amp; Drop-Off Program has been positive and led to efficiencies of the traffic flow in and around the business district of Surfside. The Police Department recommended that the Ride Share Pick-Up &amp; Drop-Off Program continue as a full-time initiative.</u></p>
5	Parking Rate Increase for Off-Street Parking (Municipal Parking Lots)	Completed	<p>Town of Surfside Resolution No. 18-2517 was adopted by the Town Commission on 07-10-2018 stipulating a parking rate fee increase from \$1.50 per hour to \$1.75 per hour for all Off-Street (Municipal Parking Lot) spaces.</p> <ul style="list-style-type: none"> <li>• New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018.</li> <li>• Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations.</li> <li>• Effective 07-25-18 at 12:00 pm the \$1.75 Parking rate commenced. Both the Pay Station System and Pay-By-Phone System were updated with the new parking rate for off-street parking.</li> <li>• Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018.</li> <li>• Email notification of the parking rate change was sent out on 07-25-2018.</li> </ul>

			<ul style="list-style-type: none"> <li>• Notification of the parking rate change was posted on the Town website on 07-25-2018.</li> <li>• On 07-25-2018, the Town website "Parking" section was reviewed and the areas requiring the new rate change were updated by CGA (Adrian).</li> </ul> <p>New Parking rate decals were received and they were affixed to the Parking Pay Stations in the Municipal Parking Lots on 08-22-2018.</p>
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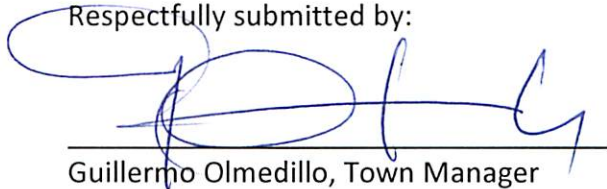
### *C. Police Events:*

- The Miami Beach Police Athletic League hosted their 40th annual Thanksgiving Basket Giveaway on November 20th at the North Beach Bandshell at 6:00 p.m. Chief Yero and Officer Lorente participated.
- The Miami-Dade County Association of Chiefs of Police hosted their 5th Annual Veterans Thanksgiving lunch on November 21st from 12:00 p.m. to 3:00 p.m. at Marlins Park. This event has Command Staff members from Miami-Dade County police agencies serve homeless veterans a warm Thanksgiving meal. The special day has grown from serving 20 veterans the first year to well over 150 this year. Chief Yero and Lieutenant Marciante were privileged to serve and share some company with those who gave so much.
- During the holidays, the Police Officer Assistance Trust (POAT) collects donations for the families of fallen officers at several malls in Miami-Dade County. Officer Donoso, Officer Luke and Executive Assistant Goldstein volunteered at the Aventura Mall on December 1<sup>st</sup> from 10:00 a.m. to 2:00 p.m.
- The Surfside Police Department hosted a community blood drive on December 5th from 11:00 a.m. – 1:30 p.m. The blood mobile will be in the Town Hall lot.
- The Shul of Bal Harbour hosted their annual Community Menorah Lighting Ceremony at their Chanukah Street Fair on December 9<sup>th</sup> at 5:00 p.m. on 95<sup>th</sup> Street. Chief Yero attended the event.
- Chief Charles Press, the Key Biscayne Police Department and the Miami Children's Initiative will host their annual Family Holiday Event on December 15th from 11:00 a.m. to 3:00 p.m. at Key Biscayne Beach Park. Lieutenant Healy and CSA Smith will represent the SPD.
- 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 December 20th from 10:00 a.m. to 2:00 p.m. in the Commission Chambers.
- The Police Department is collecting toys this holiday season for our Tenth Annual Holiday Toy Drive. Please show your support by bringing new unwrapped toys for children ages 1-13 to

the Police Department. The last day to donate is Thursday December 20. The Holiday Party and Toy Giveaway Event is December 21<sup>st</sup> at 3:30 p.m. in the Commission Chamber

- The monthly Bike with the Chief is December 26<sup>th</sup> at Town Hall at 5:00 p.m.
- Coffee with the Cops is December 27<sup>th</sup> at Starbucks at 10:00 a.m.

Respectfully submitted by:

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

Guillermo Olmedillo, Town Manager



# Town of Surfside, FL

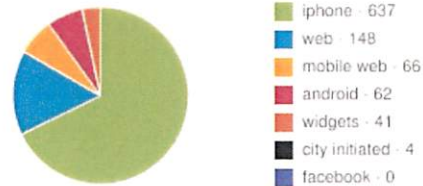
Between Jan 01, 2014 and Nov 30, 2018

958 requests were opened

938 requests were closed

The average time to close was 27.1 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	218	213	23.2
Beach Issue	156	151	24.2
Code Compliance (Violation)	127	126	31.7
Parking Issue	86	86	3.6
Police (Safety Concern)	74	74	8.6
Code Compliance (Safety Concern)	69	68	40.1
Street lights (PW)	42	41	164.7
Utilities (Water/Sewer) (PW)	31	30	11.3
Construction Issues	32	32	11.1
Drainage/Flooding (PW)	24	21	20.5
Solid Waste (Residential) (PW)	20	20	27.3
Dog Stations (P & R)	14	14	5.0
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)	8	7	0.1
Solid Waste (Commercial) (PW)	6	6	8.4
Hawthorne Tot-Lot (P & R)	6	5	4.8
Pothole (PW)	5	5	31.7
Beach Patrol	4	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

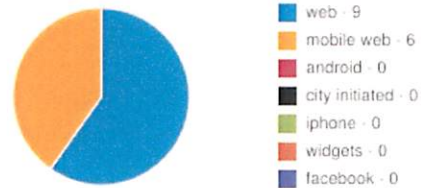
Between Nov 01, 2018 and Nov 30, 2018

15 requests were opened

9 requests were closed

The average time to close was 26.0 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Code Compliance (Violation)	6	7	10.8
Code Compliance (Safety Concern)	2	1	7.8
Beach Issue	1	1	150.7
Community Center (P & R)	1	0	0.0
Drainage/Flooding (PW)	2	0	0.0
Beach Patrol	1	0	0.0
Other	1	0	0.0
Street lights (PW)	1	0	0.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Parking Issue	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Utilities (Water/Sewer) (PW)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



## MEMORANDUM

**To:** Guillermo Olmedillo, Town Manager  
**From:** Rachel Pinzur, Public Information Representative  
**Date:** November 26, 2018  
**Subject:** November Social Media (NextDoor) Report

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In November, the Town's Public Information Representative (PIR) continued to monitor and post content to Nextdoor in an effort to keep Surfside residents on the platform informed of upcoming events and Town happenings. As part of the Town's communication strategy, the PIR aims to provide residents with helpful and positive information. Nextdoor is only one of several communication channels used to reach residents.

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](http://www.townofsurfsidefl.gov)) and/or by contacting the Town directly.

Nextdoor provides monthly metrics on the 5<sup>th</sup> of each month for the previous month to track resident engagement. A summary for November is currently unavailable. However in October, Nextdoor reported a total of 856 verified Surfside residents in the Nextdoor community. The Town's Public Information Representative posted 24 messages over the course of the month, resulting in 6,063 impressions.

Reviewed by DT/IM

Prepared by RP/RG

**Small Business Saturday is today...**

We hope you are having an excellent holiday weekend. Just a friendly reminder that today, Saturday, November 24th is Small Business Saturday. The national initiative gives American Express cardholders exclusive discounts on deals at participating small businesses. In Surfside, we are fortunate to have a wide selection of local, homegrown businesses. For a list of participating Surfside shops, please visit <https://www.americanexpress.com/us/small-business/shop-small/>. Happy shopping!



Sheryl G.  
 , Town of Surfside · 1d ago  
 We're the participants on Harding???



Public Information Representative Rachel Pinzur  
 · 17m ago  
 Hello Sheryl, Hope you had a nice Thanksgiving! There were a number of Shop Small participants on Harding Avenue including, for example, Gourmet Temptations, Kosherland, Rolling Pin Bakery, Alexia & Frankie's Beauty, to name a few. Thank you.

**Wishing you a Happy Thanksgiving!**

On behalf of the Town of Surfside, we want to wish you a Happy Thanksgiving and holiday weekend. We are grateful for our residents who make this community so special and hope you enjoy quality time with your family and friends. As a reminder, Town Hall will be closed tomorrow and Friday in observance of the holiday. Thank you.



**Give kids an adventure this Wednesday!**

Calling all parents! Looking to keep your kids entertained and productive this Wednesday? Bring them to the Community Center for an all-day lineup of fun and safe events from 8 a.m. to 6 p.m. Activities include sports, arts and crafts, indoor events, swimming and more. Please refer to the attached flyer for resident and non-resident pricing. Proof of residency is required. For more information and to reserve a spot, call 305-866-3635. Visit [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov).



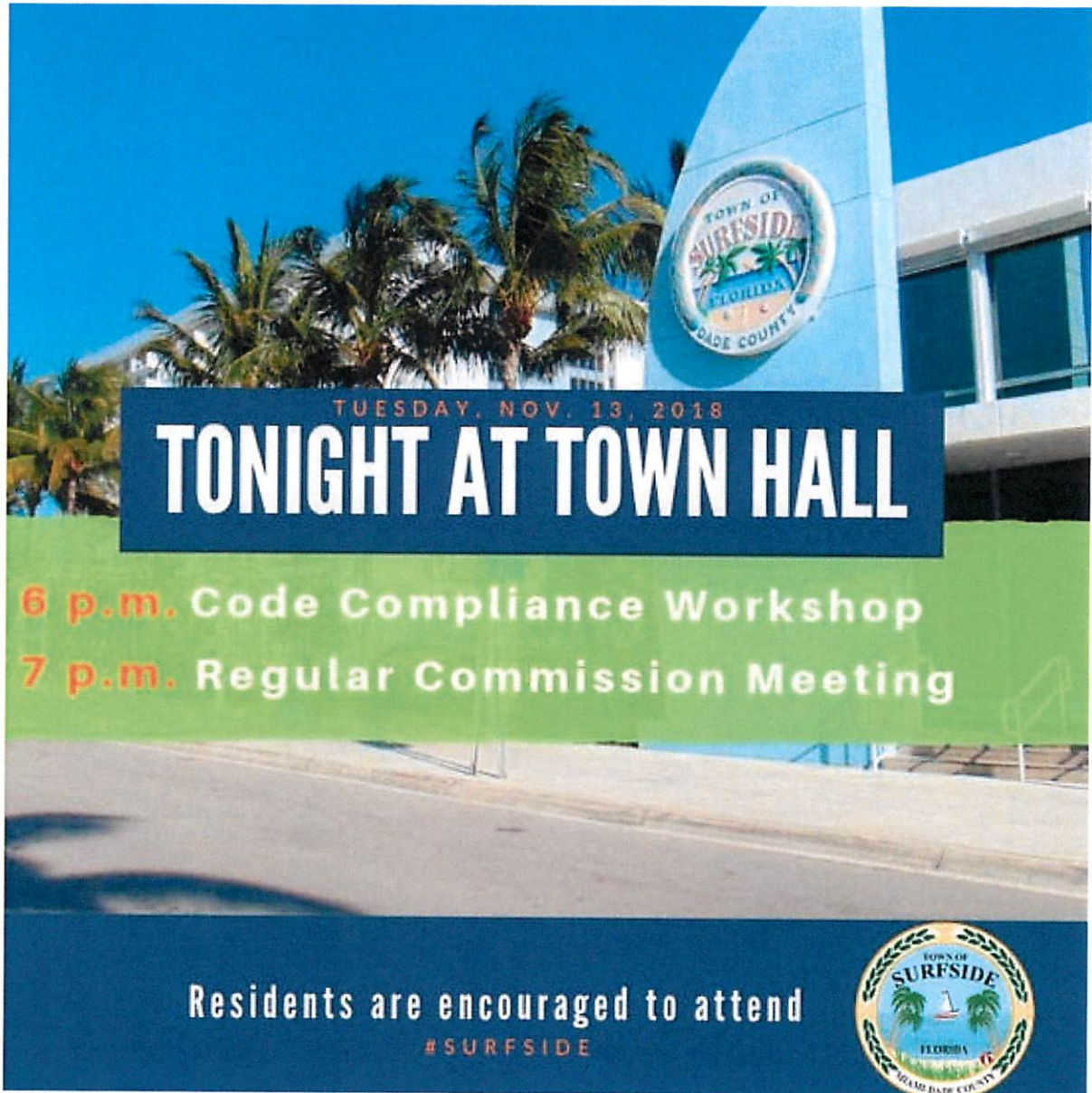
## Thanksgiving holiday schedule notice

An exciting holiday week is right around the corner. Please refer to the attached flyer for upcoming schedule changes and closures in observance of Thanksgiving. Wishing everyone a healthy and happy holiday season!



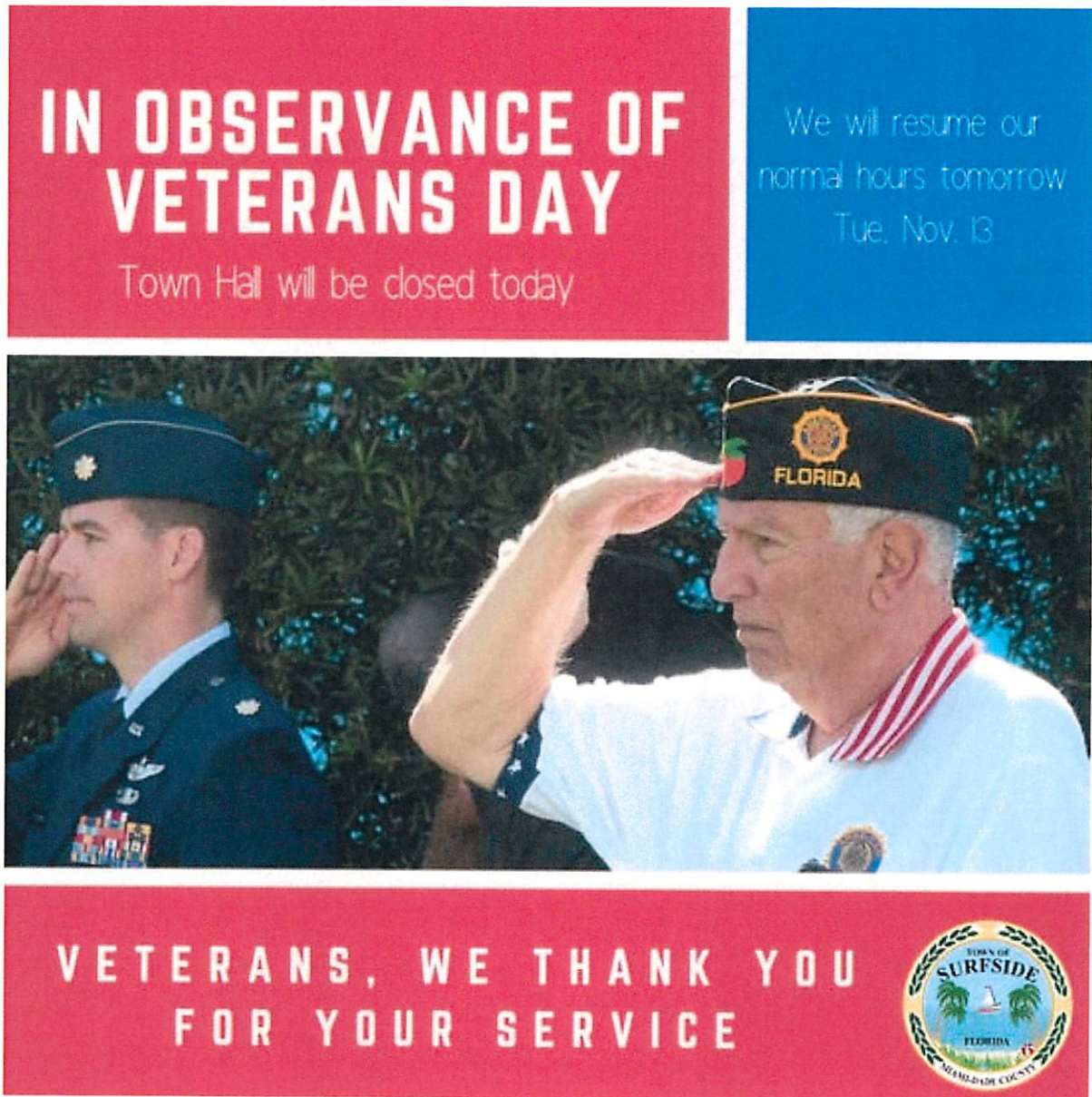
## Join us for tonight's Regular Town Commission Meeting

A Regular Commission Meeting will take place tonight at Town Hall at 7 p.m. Prior to that, there will be a Code Compliance Workshop held at 6 p.m. Surfside residents are invited and encouraged to participate at these meetings. We hope to see you there!



Town Hall is closed in honor of Veterans Day

We salute all the brave men and women who have fought for the great freedoms we enjoy in our country. A friendly reminder that Town Hall is closed today in observance of Veterans Day and will reopen at 9 a.m. tomorrow, November 13th.



#### Surfside pays tribute to brave veterans on Veterans Day

Today we paid tribute to the military veterans in our community who have made sacrifices in order to protect our country. We are grateful to you for your service. We'd like to send a very special thank you to Surfside's Parks and Recreation Department for coordinating a beautiful annual ceremony and to everyone in attendance, including our elected officials, special guests and residents.



### **FDOT Hosts Annual Work Program Public Hearing this Tuesday**

The Florida Department of Transportation (FDOT) will be hosting its annual Work Program public hearing for Miami-Dade County this coming Tuesday, November 13th. The event will take place from 6 p.m. to 8 p.m. at the FDOT District Six Auditorium located at 1000 NW 111 Ave, Miami, Florida 33172. If you can't make it out to the hearing in person, you can still participate via webcast and Facebook Live at the same time. The presentation is set to begin at 6:45 p.m.



## **PUBLIC HEARING INVITATION**

**Come Learn About the Florida Department of Transportation's  
District Six**

**TENTATIVE FIVE-YEAR WORK PROGRAM**

**MIAMI-DADE COUNTY**

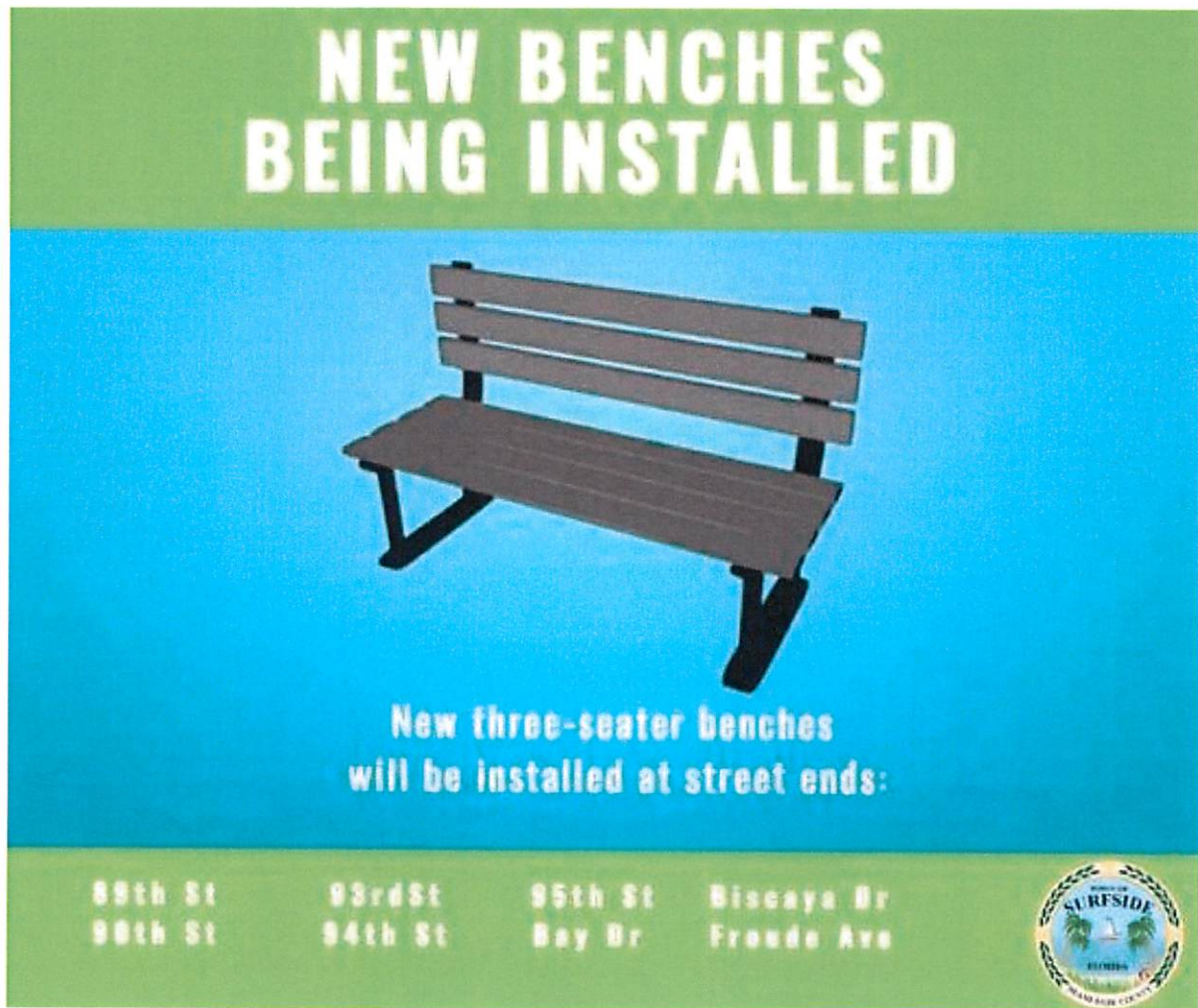
6 p.m. to 8 p.m. Tuesday, November 13, 2018

FDOT District Six Auditorium

1000 NW 111 Avenue, Miami, Florida 33172

### **Surfside is installing new and improved benches at 8 street ends**

As part of our continued commitment to keep Surfside pedestrian-friendly, our Public Works Department will begin installing three-seater benches later this month. The benches will provide a resting spot under shaded vegetation for pedestrians. This project is made possible in part with funding from the Florida Inland Navigation District (FIND) Grant, which aims to create more pedestrian-friendly streets. The Town of Surfside was awarded the FIND Grant for the replacement of the seawalls. In order to meet the obligations of the grant, Surfside will further enhance street ends with the new benches. The project will be carried out on the following street ends: 89th Street 90th Street 93rd Street 94th Street 95th Street Bay Drive Biscaya Drive Froude Avenue We will make sure to keep everyone updated on the progress of the project through our various communication channels. Please also check back for updates on our website at [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov).



### Surfside Salutes its Veterans this Sunday, Nov. 11

We are honored to pay tribute to the brave men and women who have sacrificed for our freedom and for our country. Join us for our annual Veterans Day ceremony starting at 10 a.m. this Sunday, November 11th. This touching event will take place at Veterans Park, 8791 Collins Avenue. Mayor Daniel Dietch will serve as Master of Ceremonies. The event will also include a Presentation of Colors, local scout groups and special guest speakers. Light refreshments will be served and the public is welcome to attend. There is no cost to participate. For more information, contact 305-866-3635 or visit [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov). To all our veterans, we thank you for your service.

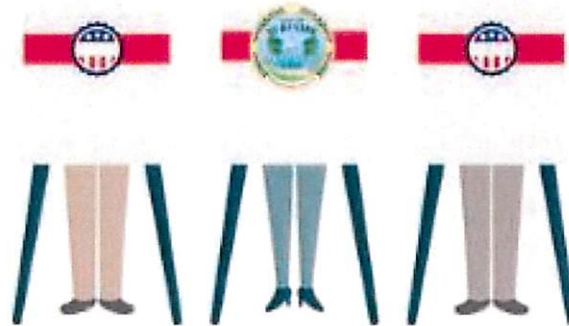


### It's Election Day!

REMINDER: Today is THE day and If you have not done so already, please make sure to get out and vote -- a polling station can be found at Town Hall, located at 9293 Harding Avenue, until 7 p.m. When you vote, it's our democracy that wins! #ElectionDay

# Vote.

Tuesday, Nov. 6th



@ Surfside Town Hall

9293 Harding Avenue ✓ 7 a.m. - 7 p.m.

Celebrate Surfside's entrepreneurs during Small Business Saturday on Nov. 24

Did you know Saturday, November 24th is Small Business Saturday? In case you have any holiday shopping, this is the perfect day to shop for friends and family on your list. Small Business Saturday is a national initiative, which was launched by American Express nine years ago with the mission of encouraging customers to support local, homegrown businesses. Surfside is proud to host an eclectic array of small businesses which go above and beyond to serve their customers. For a list of participating businesses and any related specials or discounts, please visit <https://www.americanexpress.com/us/small-business/shop-small/>.

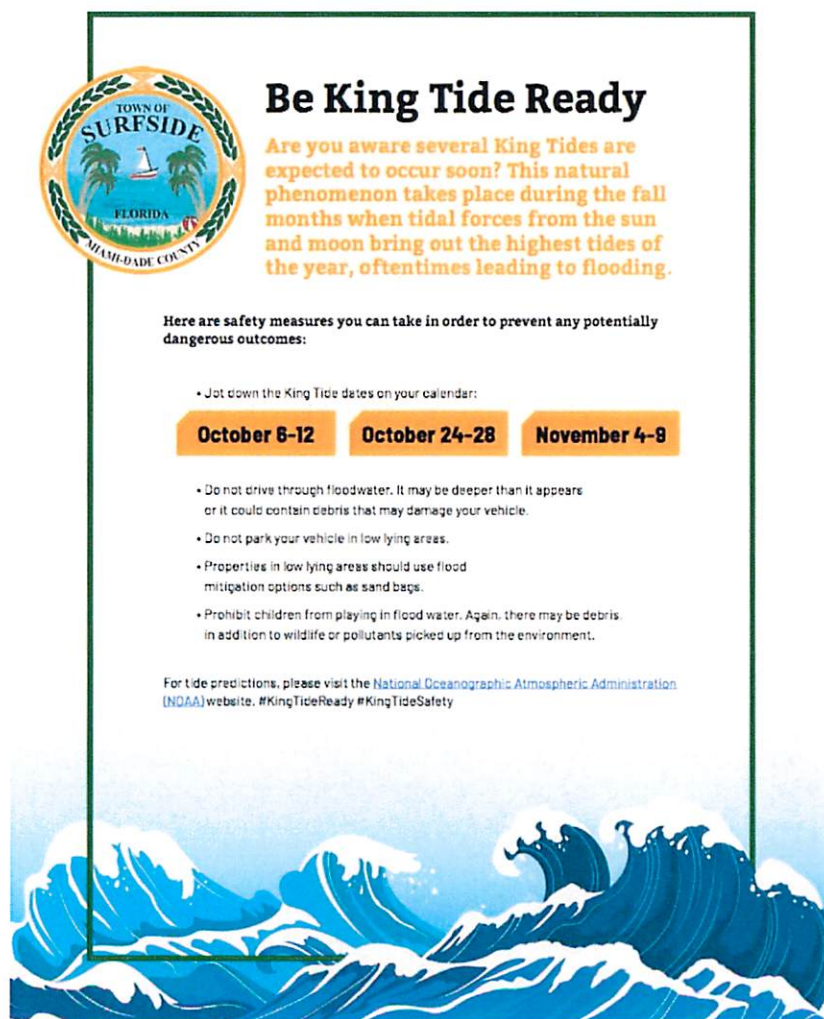


## Update: Streets are open and the area has been deemed safe

Please note according to an update from the Surfside Police Department, streets are now open and the area has been deemed safe. Thank you. Previous message: Dear residents, The Surfside Police Department received a bomb threat a short while ago, which is currently being investigated. Out of an abundance of caution, traffic has been averted for the safety of our residents and commuters. We will continue to provide updates. Thank you.

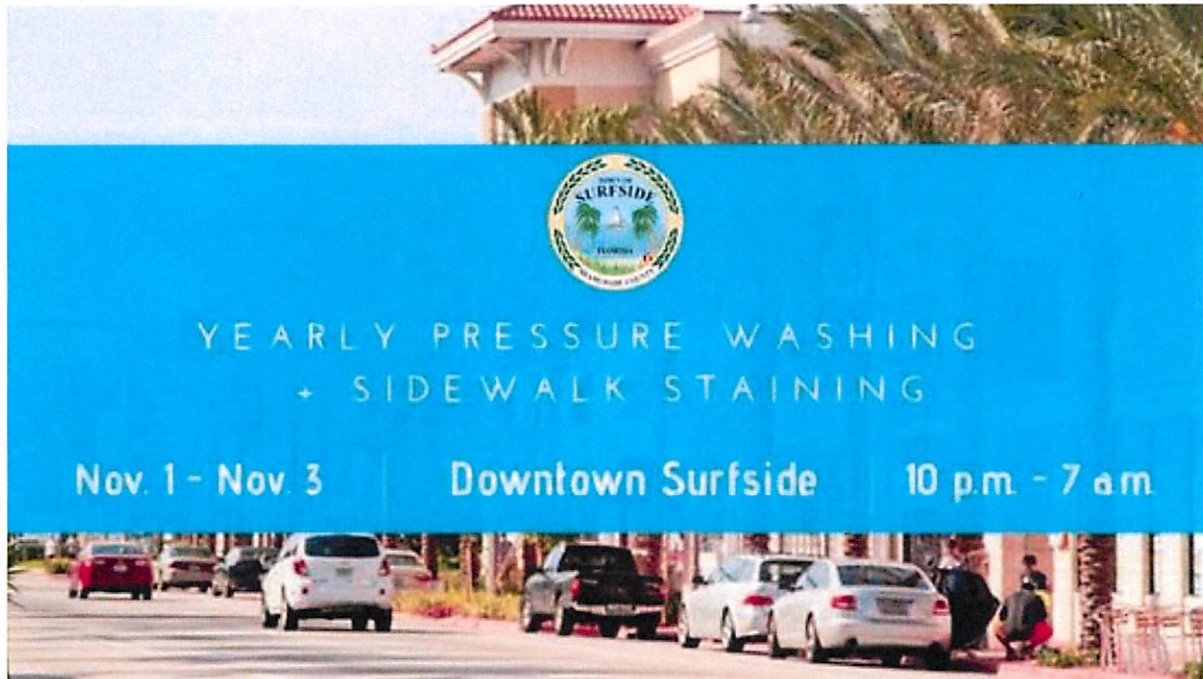
## King Tide returns November 4 - 9

Please be #KingTideReady this coming Sunday, November 4th through Friday, November 9th when the King Tide is slated to return. King Tides are the highest tides of the year, and oftentimes lead to flooding. Please refer to the attached flyer for safety tips regarding this phenomenon. Stay safe, Surfsiders!



## Yearly pressure washing + sidewalk staining in Downtown District

After this weekend, the Downtown District in Surfside will sparkle and shine. Yearly pressure cleaning and sidewalk staining starts today through Saturday, November 3rd. Cleaning is scheduled to take place overnight from 10 p.m. to 7 a.m. in order to not impact business operations. The work will cover 94th Street to 96th Street along Harding Avenue.



Read about exciting events in November! The monthly Gazette has arrived.

There's plenty to do and celebrate in Surfside during the month of November. Read all about it by grabbing a copy of the November Town Gazette at Town Hall or by checking out the digital version here: <https://townofsurfsidefl.gov/news-and-events/news-detail/2017/11/30/gazette>



### Message from the Town Manager

November brings us election month. We strongly encourage our residents who are registered voters to visit the polls. Whether casting your ballot on Election Day (Tuesday, November 6th) at Surfside's Town Hall or at an early voting site, your civic participation is important. Become familiar with the candidates and make an educated vote on the legislators and policies that best represent your values or interests.

As long as you participate, it is a win for our democracy!

The month of November also heralds in the holidays. The holidays are a good time for reflection and gratitude. Additionally, they serve as an opportunity to take a respite from life's hectic pace and spend quality time with friends and family.

On behalf of the Town of Surfside, we would like to express our sincere appreciation for our men and women in uniform who work hard to keep our community safe. We also thank our residents and businesses who call Surfside home. It is because of you that Surfside continues to be a special place to live, work and play.

- Guillermo Olmedillo, Town Manager

**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**  
**FISCAL YEAR 2018/2019**

AS OF

October 31, 2018

8.3% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: November 26, 2018

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>GENERAL FUND - 001</b>			
REVENUE	\$ 70,418	\$16,622,251	0%
EXPENDITURES	1,434,498	\$16,622,251	9%
Net Change in Fund Balance	(1,364,081)		
Fund Balance-September 30, 2018 (Unaudited)	10,628,234		
Fund Balance-October 31, 2018 (Reserves)	\$ 9,264,153		
<b>TOURIST RESORT FUND - 102</b>			
REVENUE	\$ 158,134	\$2,940,500	5%
EXPENDITURES	213,816	\$2,940,500	7%
Net Change in Fund Balance	(55,683)		
Fund Balance-September 30, 2018 (Unaudited)	305,877		
Fund Balance-October 31, 2018 (Reserves)	\$ 250,194		
<b>POLICE FORFEITURE FUND - 105</b>			
REVENUE	\$ -	\$113,800	0%
EXPENDITURES	1,123	\$113,800	1%
Net Change in Fund Balance	\$ (1,123)		
Fund Balance-September 30, 2018 (Unaudited)	159,527		
Fund Balance-October 31, 2018 (Reserves)	\$ 158,404		
<b>TRANSPORTATION SURTAX FUND - 107</b>			
REVENUE	\$ -	\$231,262	0%
EXPENDITURES	16,371	\$231,262	7%
Net Change in Fund Balance	(16,371)		
Fund Balance-September 30, 2018 (Unaudited)	247,445		
Fund Balance-October 31, 2018 (Reserves)	\$ 231,074		
<b>BUILDING FUND - 150</b>			
REVENUE	\$ 86,271	\$1,427,535	6%
EXPENDITURES	96,685	\$1,427,535	7%
Net Change in Fund Balance	(10,414)		
Fund Balance-September 30, 2018 (Unaudited)	2,825,208		
Fund Balance-October 31, 2018 (Reserves)	\$ 2,814,794		
<b>CAPITAL PROJECTS FUND - 301</b>			
REVENUE	\$ -	\$1,470,000	0%
EXPENDITURES	9,271	\$1,470,000	1%
Net Change in Fund Balance	(9,271)		
Fund Balance-September 30, 2018 (Unaudited)	2,158,902		
Fund Balance-October 31, 2018 (Reserves)	\$ 2,149,631		

**NOTES:**

\* Many revenues for September 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 \$7,264,153 is unassigned fund balance (reserves).

ENTERPRISE FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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**WATER & SEWER FUND - 401**

REVENUE	\$ 379,158	\$3,807,941	10%
EXPENDITURES	161,590	\$3,807,941	4%
Change in Net Position	217,568		
Unrestricted Net Position-September 30, 2018 (Unaudited)	(1,705,883)		
Unrestricted Net Position-October 31, 2018 (Reserves)	<u>\$ (1,488,315) B</u>		

**MUNICIPAL PARKING FUND - 402**

REVENUE	\$ 12,646	\$1,219,000	1%
EXPENDITURES	90,927	\$1,219,000	7%
Change in Net Position	(78,281)		
Unrestricted Net Position-September 30, 2018 (Unaudited)	1,024,087		
Unrestricted Net Position-October 31, 2018 (Reserves)	<u>\$ 945,806</u>		

**SOLID WASTE FUND - 403**

REVENUE	\$ 129,029	\$1,910,182	7%
EXPENDITURES	143,359	\$1,910,182	8%
Change in Net Position	(14,330)		
Unrestricted Net Position-September 30, 2018 (Unaudited)	641,977		
Unrestricted Net Position-October 31, 2018 (Reserves)	<u>\$ 627,647</u>		

**STORMWATER FUND - 404**


REVENUE	\$ 105,570	\$753,064	14%
EXPENDITURES	25,363	\$753,064	3%
Change in Net Position	80,207		
Unrestricted Net Position-September 30, 2018 (Unaudited)	3,487,252		
Unrestricted Net Position-October 31, 2018 (Reserves)	<u>\$ 3,567,459</u>		

**FLEET MANAGEMENT FUND - 501**

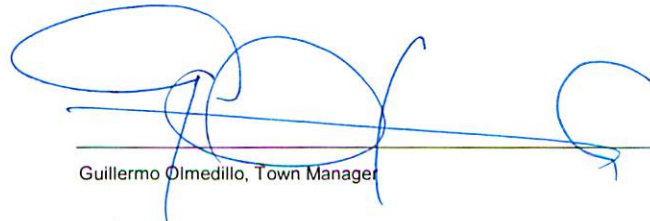
REVENUE	\$ -	\$1,237,057	0%
EXPENDITURES	39,578	\$1,237,057	3%
Change in Net Position	(39,578)		
Unrestricted Net Position-September 30, 2018 (Unaudited)	0		
Unrestricted Net Position-October 31, 2018 (Reserves)	<u>\$ (39,578)</u>		

**NOTES:(con't)**

C1. The reserves balance of (\$1,488,315) is the result of a change in current net position as of September 2018 of \$217,568 net position as of September 30, 2017 (Audited) of (\$3,048,579).



Christopher Wallace, Interim Finance Director



Guillermo Olmedillo, Town Manager

**Town of Surfside**  
**Fund Balance (Reserves)**  
**10/31/2018**

<b>FUND</b>	<b>9/30/2015</b>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>	<b>10/31/2018</b>	<b>CAGR</b>
General	\$ 5,905,726	\$ 7,368,408	\$ 8,460,802	\$ 10,628,234	\$ 9,264,153	11.9%
Tourist Resort	339,396	363,407	469,880	305,877	250,194	-7.3%
Police Forfeiture	113,431	141,755	164,933	159,527	158,404	8.7%
Transportation Surtax	440,662	354,264	388,363	247,445	231,074	-14.9%
Building	-	-	1,742,910	2,825,208	2,814,794	27.1%
Capital Projects	182,903	1,154,352	576,122	2,158,902	2,149,631	85.2%
Water & Sewer	(2,705,871)	(2,827,890)	(3,048,579)	(1,705,883)	(1,488,315)	-13.9%
Municipal Parking	1,089,165	1,111,941	811,013	1,024,087	945,806	-3.5%
Solid Waste	340,391	245,941	429,743	641,977	627,647	16.5%
Stormwater	4,051,768	3,392,370	3,264,379	3,487,252	3,567,459	-3.1%
Fleet Management	-	-	-	-	(39,578)	N/A
<b>Total</b>	<b>\$ 9,757,571</b>	<b>\$ 11,304,548</b>	<b>\$ 13,259,566</b>	<b>\$ 19,772,626</b>	<b>\$ 18,481,271</b>	<b>17.3%</b>



**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: November 30, 2018**

**SUBJECT: Office of the Town Attorney Report for December 11, 2018**

---

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

November 13, 2018 - Town Commission Code Compliance Workshop

November 13, 2018 - Regular Town Commission Meeting

November 14, 2018 - Special Tourist Board Meeting

November 29, 2018 - Design Review Group

November 29, 2018 - Planning & Zoning Board Meeting

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

### **Commission support:**

Attorneys of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We appreciate your support as we continue our second year of service and 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 proposals for public-private partnership (P3) process and Statute. procurement and purchasing (including staff workshop on FY 2018/19 Projects/Initiatives and Procurement Review), 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 Proposals (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
- PACE District Agreements
- Debris Collection and Disposal Agreements
- Aggregation of Single Family Lots Ordinance
- DIC/DRG/DRB Procedures Ordinance

- Building Length Ordinance & Grandfathering Amendments
- Equivalency Ordinance for MU Parcels
- Beach Re-nourishment
- Recycling Agreement
- Agreement for Landscape Maintenance Services
- Agreement for Concession Services at the Community Center
- Agreement for Tourist Board Marketing Services
- Ordinance for Reasonable Accommodations Procedures
- Ordinance Amending Secondary Frontage Fence and Ornamental Wall Regulations
- Ordinance Amending Plastic Straw Ban Ordinance

**Litigation:** No new matters or updates to report at this time.

**Special Matters:** Continued monitoring of new case law and legislation from Federal, State and County. Matters which we will continue to work on, some of which you may anticipate in the upcoming months, include issues related to beach re-nourishment, legislative priorities for the upcoming Florida Legislative Session, evaluation of unsolicited proposals for the Abbot Lot and Town Hall Parcel, necessary Code amendments in connection with potential development of Town-owned parcels for P3 projects, food and beverage concession agreement for the Community Center, recycling agreement for waste refuse, agreement for landscape maintenance services, sign code revisions, conceptual parking strategies, sustainability initiatives and legislation, beach furniture regulations and policies, various procurements, and updates or enhancements to the Town's Ethics Code.



## Town of Surfside

### PARKS & RECREATION COMMITTEE MEETING MINUTES

**October 15, 2018 – 7:00 p.m.**

Surfside Community Center  
9301 Collins Avenue  
Surfside, FL 33154

#### **1. Call to Order/Roll Call**

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

The following were present:

Chair Retta Logan  
Committee Member Zoya P. Javier  
Committee Member Shlomo Danzinger  
Vice Chair Eliana Salzhauer \*arrived at 7:04 p.m.  
Committee Member Louisa Agresti \*arrived at 7:03 p.m.

Also present:

Tim Milian, Parks and Recreation Director  
Tina Paul, Town Commission Liaison  
Frantza Duval, Recording Clerk

#### **2. Approval of Minutes: August 20, 2018**

Committee Member Javier made a motion to approve the minutes. The motion was seconded by Committee Member Danzinger and all voted in favor.

#### **3. Fall Programing Update (basketball)**

This item was heard after Item #6.

Parks & Recreation Director Milian provided an update on the fall basketball programming and answered questions from the Committee Members.

\*Vice Chair Salzhauer arrived at this time.

#### **4. Tennis Update from 8/20/2018 Meeting**

Parks & Recreation Director Milian provided an update from the August 20<sup>th</sup> meeting regarding the tennis park hours. Discussion ensued regarding the tennis park admission and hours of operation.

#### **5. Agenda Items and Discussion During Meetings**

This item was heard before Item #3.

Parks & Recreation Director Milian explained the rules and procedures for confirming meeting attendance.

Discussion ensued regarding the process and procedures for public comments and adding agenda items to the agenda.

\*Committee Member Agresti arrived at this time.

**6. Public Comments**

Surfside Resident, Tina Paul commented on hotel beach chairs.

**7. Adjournment**

Committee Member Danzinger made a motion to adjourn the meeting at 7:30 p.m. The motion received a second from Committee Member Javier and all voted in favor.

Respectfully submitted:

Accepted this 26<sup>th</sup> day of November, 2018

  
Retta Logan, Chair

Attest:

  
Elora Riera, CMC  
Deputy Town Clerk



**Town of Surfside  
PLANNING & ZONING BOARD  
MINUTES**

**October 25, 2018 – 6:00 p.m.**

Town Hall Commission Chambers –  
9293 Harding Ave, 2<sup>nd</sup> Floor, Surfside, FL 33154

**1. Call to Order/Roll Call**

Chair Lecour called the meeting to order at 6:02 p.m.

Present were Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Peter Glynn, Board Member Brian Roller, Board Member Jorge Garcia, Board Member Rochel Kramer, Board Member Marina Gershanovich.

Also present were Assistant Town Manager Duncan Tavares and Town Planner Sarah Sinatra Gould.

**2. Town Commission Liaison Report – Vice Mayor Gielchinsky**

Vice Mayor Gielchinsky was not present to provide a report.

**3. Approval of September 27, 2018 Planning and Zoning Board Meeting Minutes**

Vice Chair Frankel made a motion to approve the September 27, 2018 Planning and Zoning Board Meeting Minutes as written. The motion was seconded by Board Member Glynn and all voted in favor.

**4. Applications:**

- A. 8810 Garland Avenue** - The applicant is requesting to make exterior modifications to the front of the house associated with interior renovations.

Town Planner Sinatra Gould introduced the item and stated that Staff had no additional conditions on the application.

Chair Lecour asked the applicant's representative about the palm trees that currently exist in the patio and what they will be replaced with. Architects of the project stated that the existing palm trees' roots are damaging the pavers and they are creating some new landscaping to replace the ones being removed.

Board Member Roller made a motion to approve as recommended. The motion was seconded by Vice Chair Frankel and all voted in favor.

- B. 500 Surfside Boulevard** - The applicant is requesting to enclose an existing front porch for and addition of 121 square feet of living space.

Town Planner Sinatra Gould introduced the item and stated that Staff had no additional conditions on the application. She stated that the applicant received approval from DRB previously for this work. This is just to include the additional porch.

Vice Chair Frankel made a motion to approve as recommended. The motion was seconded by Board Member Roller and all voted in favor.

## **5. Local Planning Agency Items:**

### **A. Aggregation of Single Family Lots**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-45 "SETBACKS" OF "CHAPTER 90 ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE SETBACKS AND MAXIMUM SECOND STORY FLOOR AREAS FOR CERTAIN LOTS IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

Deputy Town Clerk Riera read the title of the ordinance.

Town Planner Sinatra Gould asked the Board to come back to this item after she has reviewed the item with the Town Attorney.

The item was then heard after item 6F.

Town Planner Sinatra Gould explained that the pie shaped lots are aggregated and that this ordinance is almost grandfathering a home already developed on it and that they can go back to the setbacks they originally had. The configuration would be with the existing 10% as the code currently requires.

Chair Lecour stated that this limits the massing of homes built on aggregated lots by increasing the setbacks and reducing the second story and ran into unusual circumstances with pie shape lots.

Town Planner Sinatra Gould explained that if a lot is already aggregated and developed on any developed lot, they would follow the 10% side setback instead of the additional 15%.

Discussion continued regarding the aggregated lots, the pie shaped lots, the setbacks and to try to remove the grandfathering of the lots. There was also discussion on increasing from a 10% side setback to a 15% side setback on the lots.

Town Attorney Mehaffey stated that they could strike out the clause that grandfather's the structure which reads "which has not been used as a single development site within the last 6 months" from three sections in the Ordinance.

Town Attorney Mehaffey explained that the 10% setback was including the ones for the pie shaped lots. This requirement will narrow the frontage and the impact will be different on every single lot. If the Board wants to compromise, they can incorporate a 20-foot front setback and take away the grandfathering clause.

Board Member Roller made a motion to recommend to the Town Commission with the amendment to strike where it states, "which has not been used as a single development site within the last 6 months" from three sections in the Ordinance. The motion was seconded by Vice Chair Frankel which carried 5-0 on roll call vote.

## **6. Discussion Items:**

### **A. Downtown Vision Advisory Reinstated – [Verbal]**

Town Planner Sinatra Gould gave a verbal update on the Downtown Vision Advisory Board and there is a group that will be taking up this item and reviewing it.

**B. Resiliency Strategy – Sustainability Board Reinstated – [Verbal]**

Town Planner Sinatra Gould gave a verbal update on the item and she stated that the Town Commission reinstated the Sustainability and Resiliency Committee and they will report directly to the Town Commission.

**C. November and December Meeting Dates – [Verbal]**

Town Planner Sinatra Gould introduced the item to the Board and the Board decided to keep the November 29<sup>th</sup> meeting and not have a meeting in December.

**D. Single Family Parking Requirements**

Town Planner Sinatra Gould introduced the item to the Board as per their request regarding garage conversions and the requirements. She presented her analysis of the garage conversion approvals in the past.

Discussion amongst the Board members continued on this item.

**E. Parking Trends**

Town Planner Sinatra Gould introduced the item to the Board and explained the Town's Parking Code and gave a history of the consultant's study of the parking needs and the deficiencies that were found.

Assistant Town Manager Tavares advised the Board that this item will go before the Town Commission as a discussion item in order to receive direction from the Town Commission on how to proceed.

Discussion on the item continued among the Board members and the issues encountered.

**F. Future Agenda Items**

Town Planner Sinatra Gould introduced the item to the Board. The Board would like to have the graphics for setbacks at next month's meeting as well as discussion on the landscaping and drainage with the Building Official.

Discussion on the resiliency item being brought back before the Board in order to change the base board elevation and modification and direction from the Town Commission will be required. The Board decided to bring this back next month for further discussion.

**7. Adjournment**

There being no further business to discuss before the Planning & Zoning Board, Board Member Glynn made a motion to adjourn. The motion was seconded by Board Member Roller and all voted in favor. The meeting adjourned at 6:47 p.m.

Accepted this 29<sup>th</sup> day of November, 2018

  
Chair/Lindsay Lecour

Attest:

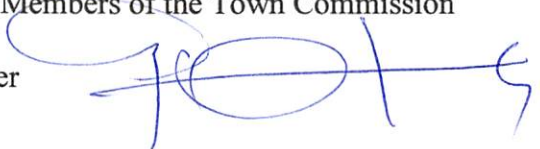
  
Sandra Novoa, MMC  
Town Clerk



## MEMORANDUM

ITEM NO. 3E

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager 

**Date:** December 11, 2018

**Subject:** Resolution authorizing Mutual Aid Agreement between the City of Sweetwater Police Department and the Town of Surfside Police Department.

---

It is the responsibility of the City of Sweetwater and the Town of Surfside to ensure the public safety of their citizens by providing adequate police service to address any foreseeable routine or emergency situation; and because of existing and continuing possibility of the occurrence of law enforcement problems and other natural or manmade conditions which are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating police departments; these municipalities have the authority to enter into a Mutual Aid Agreement in order to adequately 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 the municipalities. The Mutual Aid Agreement specifies the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations.

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 Sweetwater 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 the City of Sweetwater Police Department will be in effect from the date of signing by both parties, through and including March 31, 2023. The Surfside Police Department requires approval and authorization to enter into the new Mutual Aid Agreement at the request of the City of Sweetwater Police Department.

Staff recommends a motion to approve a Resolution authorizing the Mutual Aid Agreement between the City of Sweetwater and the Town of Surfside Police Departments.

Prepared by JY 

**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  
SWEETWATER 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 Sweetwater, 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; and

**WHEREAS**, the Town Commission finds the Agreement to be 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.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval of Agreement.** The Agreement attached hereto as Exhibit “A” is 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 subject to the Town Attorney’s approval as to form, content and legal sufficiency. 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 11<sup>th</sup> day of December, 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

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT  
BETWEEN THE CITY OF SWEETWATER, FLORIDA AND  
THE TOWN OF SURFSIDE, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this day of this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between Town of Surfside, Florida, a municipal corporation having its principal office at 9293 Harding Avenue, Surfside, Florida 33154, and the City of Sweetwater, a municipal corporation having its principal office at 500 SW 109 Avenue, Sweetwater, Florida 33174

**RECITALS**

WHEREAS, it is the responsibility of the governments of the Town of Surfside, Florida, and the City of Sweetwater, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the 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 Town of Surfside Police Department or the City of Sweetwater Police Department; 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 the Town of Surfside, Florida, and the City of Sweetwater, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34, of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225, of the Florida Statutes; and

WHEREAS, the Town of Surfside and the City of Sweetwater have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act,

Sections 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the Town of Surfside, Florida, and the City of Sweetwater, Florida, 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:

## **SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigation as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

## **SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE**

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. 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.
5. Terrorist activities including, but not limited to, acts of sabotage.

6. Escapes from, or disturbances within, prisoner processing facilities.
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. Major events, e.g. sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee.
2. Specific reporting instructions for personnel rendering mutual aid will 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 each agency's communications centers will maintain radio contact with each other 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 of the requesting agency, or directors involved.

### **SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE**

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate .

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's

arrival, turn the situation over to them and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

#### **SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY**

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

#### **SECTION V. CONFLICTS**

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/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 shall control and shall supersede the direct order.

## **SECTION VI. HANDLING 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 Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined 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 VII. LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable.

## **SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES**

- (a) Employees of Town of Surfside and the City of Sweetwater, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- (b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

- (c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- (d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- (e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and  
  
other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.
- (f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- (g) Should the Town of Surfside receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Sweetwater shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- (h) Should the City of Sweetwater receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Surfside costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- (i) The municipality/agency in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any

matters, which arise from a mutual aid event that is covered by this Cooperation Agreement. However, the municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency. The municipality/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 the forfeiture. The property shall be seized and forfeited in accordance with this agreement, and the proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and participation performed by each municipality/agency, less the costs associated with the forfeiture action. Any participating municipality/agency must request sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited.

#### **SECTION IX. INSURANCE**

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a) of the Florida Statutes (2010}, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

#### **SECTION X. EFFECTIVE DATE**

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until June 13, 2023. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

#### **SECTION XI. CANCELLATION**

Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

TOWN OF SURFSIDE, FLORIDA

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Guillermo Olmedillo  
Town Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO POLICE DEPARTMENT

\_\_\_\_\_  
Town Attorney

By: \_\_\_\_\_  
Chief of Police

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_ day of \_\_\_\_\_, 2018.

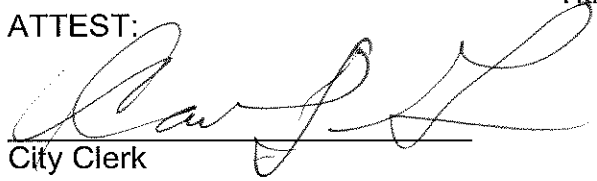
CITY OF SWEETWATER, FLORIDA

By: 

Name: Orlando Lopez

Title: Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
City Attorney

APPROVED AS TO POLICE DEPARTMENT

By: 

Chief of Police



## MEMORANDUM

ITEM NO. 3F

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** December 11, 2018

**Subject:** Approval to Procure Police Mobile Laptop Computers

The Town of Surfside Police Department submitted a FY 2019 Capital Outlay Request for thirty-seven (37) fully-integrated mobile laptop computers to replace the current aging police laptops which are over 5 years old and unable to meet the continuing needs of the police department. This budget request was approved during the budget process.

The new police laptops will be integrated with the Computer Aided Dispatch System, Records Management System, and provide for Police Report Writing, Mobile Field Reporting, Traffic Crash Reporting, Crime Case Management Tracking/Criminal Intelligence Tracking, Property and Evidence Tracking, connectivity to Local, County, State, and National Law Enforcement Systems and Databases, and internet-based police websites. The implementation of all components will be completed in conjunction with the Surfside Information Technology Technician.

The budget impact of procuring the laptop computers through the identified lease program encompasses three fiscal years as follows: \$43,475.73 in Fiscal Year 2018/2019, \$43,475.73 in Fiscal Year 2019/2020, and \$43,475.73 in Fiscal Year 2020/2021. This cost includes a three (3) year warranty on the laptop computers. The funding source for the police laptop procurement is forfeiture funds.

Staff recommends a motion to approve the procurement of the thirty-seven (37) fully-integrated police mobile laptop computers.

  
Reviewed by

  
Prepared by

**RESOLUTION NO. 18 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF SURFSIDE, FLORIDA,  
AUTHORIZING AND APPROVING THE LEASING  
OF LAPTOPS AND SOFTWARE FOR THE POLICE  
DEPARTMENT AND EXPENDITURE OF FUNDS  
NOT TO EXCEED \$139,527.00; FINDING THAT THE  
PURCHASE IS EXEMPT FROM PROCUREMENT  
PURSUANT TO SECTION 3-13(3) OF THE TOWN  
CODE; PROVIDING FOR IMPLEMENTATION; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside's Police Department is seeking to lease thirty-seven (37) new laptops for its operations in order to continue providing adequate security and service to Town of Surfside ("Town") residents and visitors; and

**WHEREAS**, the laptops being sought for lease are Panasonic Toughbooks equipped with Standard Microsoft Office and Adobe Acrobat software ("Laptops and Software") at a cost not to exceed \$139,527.00, with terms and pricing set forth in the Purchase Order attached hereto as Exhibit "A"; and

**WHEREAS**, competitive procurement and terms and pricing for the Laptops and Software has been obtained through the State of Florida Contract No. 43211500-WSCA-15-ACS; and

**WHEREAS**, in accordance with Section 3-13(3) of the Town of Surfside Code of Ordinances, purchases made under state general service administration contracts, federal, county or other governmental contracts are exempt from the Town's competitive bidding procedures; and

**WHEREAS**, it is in the best interest of the Town to approve and authorize the lease of the Laptops and Software and expenditure of funds not to exceed \$139,527.00.

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

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

**Section 2. Authorization to Lease and Approval to Expend Funds.** The lease of the Laptops and Software is hereby approved and the Town Manager is authorized to expend an amount not to exceed \$139,527.00 for the lease of thirty-seven (37) Laptops and Software. The Town Manager is hereby authorized to execute the Master Lease Agreement and Addendum, in substantially the form attached hereto as Exhibit "B," subject to the approval as to content, form, and legal sufficiency by the Town Attorney.

**Section 3. Procurement Exempt.** In accordance with Section 3-13(3) of the Town's Code of Ordinances, the lease of the Laptops and Software are exempt from competitive procurement in reliance on the competitive procurement and terms and pricing obtained pursuant to the State of Florida Contract No. 43211500-WSCA-15-ACS.

**Section 4. Implementation.** The Town Manager is hereby authorized to take any and all action necessary to implement the lease of the Laptops and Software and the purposes of this Resolution.

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of December, 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”**

**PURCHASE ORDER**

## VAR Technology Finance Proposal

(This is not a contract; executable contracts to follow)

VAR Technology Finance is pleased to offer this proposal for the technology solution that Town of Surfside wishes to acquire from CDW. For over 25 years, we have provided simple, fast and cost-effective acquisition options to more than 50,000 customers ranging from small entrepreneurial organizations to large Fortune 500 corporations. We hope to be your high performance partner in acquiring your technology.

**Equipment/Software Cost** \$139,527.00 (Not including tax)

**Equipment/Software Description** Panasonic Toughbooks, Microsoft and Adobe Quote KDNW182

Term	Period	Purchase Option	Payment
<input type="checkbox"/> 36 Months	Annually	FMV	\$43,475.73
<input type="checkbox"/> 36 Months	Annually	\$1	\$50,405.03

\*Recommended Option Based on Equipment Type

**Structure** First payment due one month after contract commencement.

**Asset Assumptions** The payment options above assume 88.2% of tier 1 hardware and 11.8% of software. If these percentages change, the payment may be adjusted up or down.

**Equipment Location** Please provide the address where the equipment will be located.

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Is this a hosting site, data center or co-location facility? ☐ YES ☐ NO

**Proposal Expiration Date** This proposal and payment options within are valid through 10/29/18

This proposal is based on certain underwriting and pricing assumptions and the execution of mutually acceptable documentation. Rates provided herein are subject to change based on any increase in published swap rates. If the configuration changes at any time prior to commencement, the payment may be adjusted up or down. The information herein is confidential, valid through 10/29/18, and may be withdrawn or amended at any time prior to contract commencement. The payments quoted do not include sales use, rental or property tax.

Please email this page along with required documentation (if any) by 10/29/18 to indicate your desire to enter into an agreement with VAR Technology Finance.

Regards,

Dianne Sheeley  
Direct Line: 469-307-6380  
dsheelley@vartechologyfinance.com

**EXHIBIT “B”**

**MASTER LEASE AGREEMENT AND ADDENDUM**

**This is a non-cancellable, legally binding contract"**

**Master Lease #: 478949**

## MASTER LEASE AGREEMENT



**VAR**  
TECHNOLOGY FINANCE

**Lessor:**  
VAR Technology Finance  
2330 Interstate 30  
Mesquite, TX 75150

Phone: (972) 755 8200  
Fax: (972) 755 8210

**Lessee (Leasing Customer):** Town of Surfside  
Lessee's Chief Executive Office - Street: 9293 Harding Ave,  
City, ST & Zip Code: Surfside, FL, 33154-3009  
**County:** \_\_\_\_\_  
Lessee's Telephone: 305.861.4863  
**Tax ID#:** \_\_\_\_\_

### Signatures

Lessee has reviewed this page and the rest of this Lease

Town of Surfside

Lessor has reviewed this page and the rest of this Lease

VAR Technology Finance (Lessor)

### Authorized Signature

Julio Yero

Chief

### Authorized Signature

Print Name

Title

Date

Print Name

Title

Date

### Terms and Conditions

In this Master Lease Agreement (this "Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" "Our" and "Lessor" mean VAR Technology Finance. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. You acknowledge and agree that this Agreement and each Schedule represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

**1. LEASE OF EQUIPMENT.** Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment shown in a Schedule by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

**2. TERM; RENEWAL.** The term of each Lease will begin on the date that the related Schedule is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **With respect to each Lease, unless You have a \$1.00 Purchase Option as indicated in the related Schedule, You shall notify Us in writing at least 90 days but not more than 120 days before the end of a Term (the "Notice Period") that You intend to purchase or return the Equipment at the end of such Term or: (a) the applicable Lease will automatically renew for an additional three-month period (a "Renewal Term") and (b) all terms of such Lease will continue to apply. If You do notify Us in writing within the Notice Period for a given Lease that You intend to purchase or return the related Equipment at the end of the Term of such Lease, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. Each Lease is non-cancellable for the full Term.**

**3. UNCONDITIONAL OBLIGATION.** With respect to each Lease, You agree that: (i) You selected the Equipment and the Supplier based on Your own judgment; (ii) Your obligations under each Lease are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (iii) If You are a party to any maintenance, supplies or other contract with the Supplier, such contract is NOT part of any Lease (even though We may, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier); and (iv) If the Equipment is unsatisfactory or if the Supplier fails to provide any service or fulfill any other obligation to You, You shall continue to fully perform under each Lease.

**4. ACCEPTANCE OF EQUIPMENT; PAYMENTS.** With respect to each Schedule, You will inspect and test the operation of the Equipment upon its delivery and You will notify Us within ten (10) days of delivery if the Equipment is not satisfactory. **YOU AGREE THAT IF YOU FAIL TO NOTIFY US THAT THE EQUIPMENT IS NOT SATISFACTORY WITHIN TEN (10) DAYS OF DELIVERY THEN THE EQUIPMENT SHALL BE IRREVOCABLY AND UNCONDITIONALLY ACCEPTED BY YOU.** If requested, You will sign a separate

Equipment delivery and acceptance certificate for each Schedule. We may at Our discretion verify by telephone such information regarding delivery and acceptance of the Equipment as we deem appropriate and any such telephone verification of Your acceptance will have the same effect as a written delivery and acceptance certificate signed by You. With respect to each Lease, You agree to pay a prorated Payment for the period from the date the Equipment is delivered to You until the Commencement Date of such Lease. This prorated payment will be based on the Payment shown in the related Schedule prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

**5. INDEMNIFICATION.** You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

**6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that each Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If any Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the applicable Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

**7. DELIVERY, LOCATION, OWNERSHIP; USE AND MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during each Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under the applicable Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property, or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if

required by Lessor or its Assignee, and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us. You acknowledge that neither We nor the Supplier are agents of any Assignee.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). If You so request, and We permit the early termination of a Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Supplier.

**11. DEFAULT; REMEDIES.** With respect to each Lease, You will be in default if (1) You fail to pay any amount due under any Lease within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations under any Lease (i) go out of business, (ii) commence dissolution proceedings, (iii) merge or consolidate into another entity, (iv) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (v) become insolvent, admit Your or their inability to pay Your or their debts, (vi) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), or (vii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, (ii) all remaining Payments for the remainder of the Term of such Lease discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of such Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due under such Lease to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** If You are required to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed

for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

**13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Agreement and each Lease shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement or a Lease, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement or a Lease shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

**14. DOLLAR PURCHASE.** This Section only applies to Leases under which You have been granted a \$1.00 Purchase Option, as indicated on the related Schedule. With respect to any such Lease, at the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing under such Lease, if any. You agree that prior to entering into any such Lease, You could have purchased the Equipment from the Supplier for a specific cash amount (the "Cash Price"), but instead You hereby choose and agree to purchase the Equipment by paying the Time Price (as defined herein) over the applicable Initial Term. The Time Price equals the sum of the Payments shown in the related Schedule, plus \$1.00. If the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the Cash Price from the Time Price, (iii) the annual interest rate deemed applicable to such Lease is the rate that will amortize Our investment down to \$1.00 by applying all periodic Payments as payments, assuming that each periodic Payment is received by Us on the due date, and (iv) none of the other fees or costs We may charge You pursuant to such Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

**15. MISCELLANEOUS.** You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, the Supplier and parties having an economic interest in this Agreement, a Lease and/or the Equipment. This Agreement and any Schedules, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. For purposes of perfection of a security interest in chattel paper under the UCC, only the counterpart of a document that bears Our manually-applied signature and is marked "Original" or with a similar designation by Us or by Our assignee shall constitute "chattel paper" for purposes of perfection by possession, provided that if any document is stored in an electronic medium qualifying as "electronic chattel paper", then the counterpart identified by Us as the single "Authoritative Copy" shall be chattel paper for purposes of perfection by control, and any paper counterpart shall be deemed a copy, except to the extent that a process has occurred by which the electronic record of the chattel paper has been permanently destroyed or identified as being the non-authoritative version and a tangible printed version produced that indicates that it is the sole authoritative version, in which case such tangible version shall constitute the "Original" for purposes of perfection. No security interest in a document can be perfected by possession of any counterpart that is not the "Original", if in tangible form, or by control of the "Authoritative Copy" if in electronic form. For purposes of removing doubt as to the intention of this paragraph, any counterpart marked "Duplicate" or with any other designation identifying it as not being the chattel paper original shall be deemed a copy and possession of such copy shall not perfect any security interest claimed by the person in possession. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each Schedule, You hereby represent and warrant to Us that (a) this Agreement and each such Schedule is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to acquire the Equipment to be leased under this Agreement and each Schedule, and (b) You and any other person who You control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner ("Customer Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither You nor any Customer Representative is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State.

Lessee has reviewed this page.

Lessee Initials

## Exhibit A

### Equipment Lease Schedule No. 1

This Equipment Lease Schedule (this "**Schedule**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between **VAR Technology Finance** (hereinafter "**We**," "**Us**" or "**Our**") and **Town of Surfside** (hereinafter "**You**" or "**Your**"). This Schedule is entered into subject to that certain Master Lease Agreement No. 478949 (the "**Master Agreement**") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the Equipment identified below. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment – **INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)**

See attached Schedule A

Equipment Supplier: VAR Technology Finance

Equipment Location Address: 9293 Harding Ave., Surfside, FL 33154-3009

Initial Term: 37 Months, 3 Annual payments, 30 days deferred

Commencement Date of this Lease: \_\_\_\_\_ (completed by Us following Our acceptance of this Schedule)

Payment\*: \$43,475.73 (\*Plus Applicable Taxes)

Payment Period: ☐ Month ☐ Quarter  
☒ Year ☐ Other:

\$0.00 Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

☐ First Lease Payment ☐ First and Last Lease Payments ☒ Other: Zero advance payments

Security Deposit: \$ \_\_\_\_\_

Documentation/Processing Fee: \$75.00

Purchase Option at end of Original Term: ☐ None ☒ Fair Market Value as of end of Original Term  
☐ One Dollar (\$1.00) ☐ Other:

The above equipment purchase options may be exercised by You only at the end of the Initial Term. If You are in default under the Master Agreement or this Schedule at the time You desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option.

**This Schedule is non-cancelable and may not be terminated early.**

#### VAR Technology Finance

By: X  
Date: \_\_\_\_\_

#### You: Town of Surfside

By: X  
Name (Print): Julio Yero  
Title: Chief  
Date Signed: \_\_\_\_\_

VAR Technology Finance  
2330 Interstate 30  
Mesquite, TX 75150

Phone 800 347-0628  
Fax 972 755-8210  
www.vartechologyfinance.com



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## **Schedule A**

### **Town of Surfside**

<b>Quantity</b>	<b>Manufacturer</b>	<b>Description</b>
37	Adobe	Adobe Acrobat Standard 2017 - license - 1 user Electronic distribution - no media
37	Panasonic	Panasonic Toughbook 54 Elite FP Public Sector Service Package - 14" - Core
37	Microsoft	MS MBG OFFICESTD 2019 ENG OLP NL LCL Electronic distribution - no media

Lessee: Town of Surfside

Signature: \_\_\_\_\_

Title: Chief

Addendum to Agreement # 478949, between Town of Surfside, as Customer and VAR Technology Finance, as Lessor. The words "you" and "your" refer to Customer. The words we, "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**TITLE TO THE EQUIPMENT:** If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

VAR Technology Finance

Lessor

Signature

Title

Date

Town of Sunfside

Customer

X

Signature

Chief

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

VAR Technology Finance  
2330 Interstate 30  
Mesquite, TX 75150

Phone 800 347-0628  
Fax 972 755-8210  
www.vartechologyfinance.com



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### Authorization Agreement for Automatic Payments

**\*\*For your convenience, we have included an ACH form. This is optional, not a requirement.\*\***

With the Automatic Payment Plan, all your payments to us will be deducted from your checking account and paid to VAR Technology Finance on the payment due date as shown on your regular invoice. Your regular invoice will also display the amount to be deducted.

Customer Name: Town of Surfside hereby authorizes to initiate debit entries to our checking account indicated below at the depository named below, hereinafter called "DEPOSITORY", and authorizes the DEPOSITORY to debit the same to such account for amounts due pursuant to the terms of the Agreement(s) dated \_\_\_\_\_ between Town of Surfside and VAR Technology Finance

\_\_\_\_\_  
Depository Name/Branch

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Routing Number

\_\_\_\_\_  
Account Number

The authorization is to remain in full force and effect until **Town of Surfside** has received written notification from us of its termination in such time and in such manner as to afford **Town of Surfside** and DEPOSITORY a reasonable opportunity to act on it. You agree that a facsimile copy of this agreement bearing signatures may be treated as an original.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Company Name

**PLEASE ATTACH A VOIDED CHECK AND FAX TO US AT (972) 755 8210**

- **Important:** Your advance payment check will be used for verification of your checking account.
- Please fax a copy of the documents and a voided check to: 972-755-8210 for initial verification.

## **REQUEST FOR INSURANCE CERTIFICATE**

**Certificate DUE DATE: December 14, 2018**

**Date: November 30, 2018**

**To: Town of Surfside**

Pursuant to the terms of the agreement, the financed equipment must be insured against All Risk of loss (Property Insurance) and Liability Insurance for Bodily Injury and Property Damage.

**Please note, if these instructions are not followed in full, you will be charged in accordance with your agreement.**

## **INSTRUCTIONS FOR COMPLETING THE INSURANCE CERTIFICATE**

Please make arrangements with your insurance agent to email a **blnder** or **certificate of insurance** showing the names and interests listed below to **certificate@vartechologyfinance.com**.

1. VAR Technology Finance, its successors and assigns' must be listed as the Lender's Loss Payable and Additional Insured.
2. 'Special Form' including theft (All Risk) replacement cost coverage.
3. Liability insurance must be provided **as well as** Property insurance
4. The insured address must be: 9293 Harding Ave , Surfside, FL 33154-3009
5. **Certificate Holder needs to read:**

VAR Technology Finance, 2330 Interstate 30, Mesquite, TX 75150 and/or its successors and assigns'

## Jose Feliz

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**From:** Shaurie Frosch <sfrosch@vartechologyfinance.com>  
**Sent:** Tuesday, November 27, 2018 5:43 PM  
**To:** Jose Feliz  
**Cc:** Team 9; Mike Buckley  
**Subject:** Lease Proposal - Town of Surfside  
**Attachments:** Lease Proposal - Town of Surfside - Quote KDNW182.pdf; KDNW182.pdf  
  
**Importance:** High

Hi Jose,

Very nice to meet you.

Please see attached lease proposal which reflects the attached CDW and includes the information I believe you need for the Board to review.

On a 36 month/FMV annual payment lease, the Town of Surfside receives a discount to cash which allows you to acquire equipment with financing for less than if you paid cash. VAR is able to offer this type of discount because with an FMV lease most customers return and refresh the equipment. The returned equipment has a residual value which allows VAR to re-coop some of the upfront discount at the end of the lease term. The FMV option allows you to get into a return and refresh cycle so you have the latest technology.

The discount to cash calculation for the FMV option is as follows and applies to Hardware Only:

<u>Original Equipment Cost</u>		<u>Term x Payment</u>		<u>Discount to Cash</u>
\$139,527.00	Subtract	3 years x \$43,475.73 (\$130,427.19)	=	\$9,099.81

Below is an explanation of the options with the Standard Lease/FMV Lease:

**Standard Lease/FMV (Fair Market Value)/Return and/or Refresh:**

- 1) Buy all or part of the equipment for fair market value at the end of the lease term. We have an Asset Manager that works to determine the cost of buying the equipment at the end of the lease term.
- 2) Return and/or refresh - Return and refresh all or a portion of the equipment for new equipment. Customer pays shipping and selects carrier.
- 3) Extend for up to 12 months – same payment and then either buys the equipment for the FMV (Fair Market Value) or return.

Please let me know if you need any additional information.

Thanks.

Best Regards,

Shaurie Frosch  
Executive Account Manager



**Direct:** (972) 755 8239 | **Toll Free:** (800) 347 0628 | **Fax:** (972) 755 8210

 [vartechologyfinance.com](https://www.linkedin.com/company/var-technology-finance)

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---

**From:** Mike Buckley [mailto:mikbuck@cdwg.com]

**Sent:** Tuesday, November 27, 2018 4:18 PM

**To:** Jose Feliz <jfeliz@townofsursidefl.gov>

**Cc:** Shaurie Frosch <sfrosch@vartechologyfinance.com>; Team 9 <Team9@vartechologyfinance.com>

**Subject:** Surfside- Leasing Question- FMV

Hi Jose,

Shaurie here is backing up Dianne while she is out of the office.

Shaurie- can you please list out the details behind the FMV lease?

Thanks,

**Mike Buckley**

Account Manager, State and Local | **CDWG**

120 S. Riverside Plz | Chicago, IL 60606

Office Phone: 312.705.8537

**MANAGE YOUR CDW-G CUSTOMER ACCOUNT**

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[Let's connect on LinkedIn!](#)



## VAR Technology Finance Proposal

(This is not a contract; executable contracts to follow)

VAR Technology Finance is pleased to offer this financing proposal for the technology solution that Town of Surfside wishes to acquire from CDW. For over 25 years, we have provided simple, fast and cost-effective acquisition options to more than 50,000 customers ranging from small entrepreneurial organizations to large Fortune 500 corporations. We hope to be your high performance partner in acquiring your technology.

**Equipment/Software Cost** \$139,527.00 (not including tax)

**Equipment/Software Description** **Quote KDNW182**

**Payment Options** Please choose the desired option from the list below by checking the appropriate box:

Term	Period	Type	End-of-Term Option	Payment	Rate
<input type="checkbox"/> 36 Months	Annually	FMV	Own, Extend, Free Disposal	\$43,475.73	-6.1%

**Structure** First payment due one month after contract commencement.

**Asset Assumptions** The payment options above assume 87.5% of tier 1 hardware and 12.5% of software. If these percentages change, the payment may be adjusted up or down.

**Equipment Location** Please provide the address where the equipment will be located.

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Is this a hosting site, data center or co-location facility? ☐ YES ☐ NO

**Proposal Expiration Date** This proposal and payment options within are valid through 12/27/18.

This proposal is based on certain underwriting and pricing assumptions and the execution of mutually acceptable documentation. Rates provided herein are subject to change based on any increase in published swap rates. If the configuration changes at any time prior to commencement, the payment may be adjusted up or down. The information herein is confidential, valid through 12/27/18, and may be withdrawn or amended at any time prior to contract commencement. The payments quoted do not include sales use, rental or property tax.

Please email this page along with required documentation (if any) by 12/27/18 to indicate your desire to enter into a financing agreement with VAR Technology Finance.

Regards,

Dianne Sheeley  
Direct Line: 469-307-6380  
dsheelley@vartechnologyfinance.com

# QUOTE CONFIRMATION



DEAR JOSE FELIZ,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JNZT199	2/8/2018	JNZT199	4538920	\$139,527.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Adobe Acrobat Standard 2017 - license - 1 user</a> Mfg. Part#: 65280416AC02A00 UNSPSC: 43232112 Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)	37	4642554	\$211.00	\$7,807.00
<a href="#">Microsoft Office Standard 2016 - license - 1 PC</a> Mfg. Part#: 021-10556 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Florida NVP Software 43230000-NASPO-16-ACS-SVAR (ADSP016-130652)	37	3847552	\$260.00	\$9,620.00
<a href="#">Panasonic Toughbook 54 Elite FP Public Sector Service Package - 14" - Core</a> Mfg. Part#: CF-54J5-03VM UNSPSC: 43211503 Contract: MARKET	37	4977340	\$3,300.00	\$122,100.00

PURCHASER BILLING INFO		SUBTOTAL	\$139,527.00
<b>Billing Address:</b> TOWN OF SURFSIDE ACCTS PAYABLE 9293 HARDING AVE SURFSIDE, FL 33154-3000 <b>Phone:</b> (305) 861-4863 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$139,527.00
DELIVER TO		Please remit payments to:	
<b>Shipping Address:</b> TOWN OF SURFSIDE JOSE FELIZ 9293 HARDING AVE SURFSIDE, FL 33154-3000 <b>Phone:</b> (305) 861-4863 <b>Shipping Method:</b> DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

## Need Assistance? CDW•G SALES CONTACT INFORMATION



Mike Buckley

(866) 668-9496

mikbuck@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

## VAR Technology Finance Proposal

(This is not a contract; executable contracts to follow)

VAR Technology Finance is pleased to offer this proposal for the technology solution that Town of Surfside wishes to acquire from CDW. For over 25 years, we have provided simple, fast and cost-effective acquisition options to more than 50,000 customers ranging from small entrepreneurial organizations to large Fortune 500 corporations. We hope to be your high performance partner in acquiring your technology.

**Equipment/Software Cost** \$139,527.00 (Not including tax)

**Equipment/Software Description** Panasonic Toughbooks, Microsoft and Adobe Quote JNZT199

	Term	Period	Purchase Option	Payment
<input type="checkbox"/>	36 Months	Monthly	FMV	\$3,708.59
<input type="checkbox"/>	36 Months	Annually	FMV	\$43,475.73
<input type="checkbox"/>	36 Months	Monthly	\$1	\$4,314.79
<input type="checkbox"/>	36 Months	Annually	\$1	\$50,548.03

**Structure** First payment due one month after contract commencement.

**Asset Assumptions** The payment options above assume 89.2% of tier 1 hardware and 10.8% of software. If these percentages change, the payment may be adjusted up or down.

**Equipment Location** Please provide the address where the equipment will be located.

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Is this a hosting site, data center or co-location facility? ☐ YES ☐ NO

**Proposal Expiration Date** This proposal and payment options within are valid through 04/15/18

This proposal is based on certain underwriting and pricing assumptions and the execution of mutually acceptable documentation. Rates provided herein are subject to change based on any increase in published swap rates. If the configuration changes at any time prior to commencement, the payment may be adjusted up or down. The information herein is confidential, valid through 04/15/18, and may be withdrawn or amended at any time prior to contract commencement. The payments quoted do not include sales use, rental or property tax.

Please email this page along with required documentation (if any) by 04/15/18 to indicate your desire to enter into an agreement with VAR Technology Finance.

Regards,

Dianne Sheeley  
Direct Line: 469-307-6380  
dsheelley@vartechologyfinance.com

# Types of Leases

## Leasing and Finance Options from VAR Technology Finance

There are two leasing/finance options that are available through VAR Technology Finance. Those options include the Standard Lease and the Finance Lease. Below are explanations of each one:

### Standard Lease:

Also known as a Fair Market Value (FMV) Lease, this is the most cost effective lease option. This lease offers three end of term options that include:

- 1 Purchasing the equipment at fair market value
- 2 Returning the equipment to VAR Technology Finance and doing a Tech Refresh
- 3 Extending your lease on a month-to-month basis

Tech Refresh is the most popular end of term option. If you choose to purchase your equipment, you can choose what hardware you would like to keep and what you would like to send back. We will then erase all personal data and dispose of your returned equipment according to EPA compliance.

### Finance Lease:

Also known as a Dollar Out Lease, it has a 10% higher cost than an FMV option. The end of term option is limited to ownership of your solution. If you are certain that you want to own the equipment at the end of term, and have EPA compliant disposal methods in place, then the Finance Lease should be considered.

**Example:** A business is comparing a standard lease to a finance lease for \$75,000 of equipment\*

$$\begin{array}{ccccc} \$2000 & \text{VS} & \$2300 & = & \text{Savings of} \\ \text{per month for 36 months} & & \text{per month for 36 months} & & \$10,800 \\ \text{standard lease (FMV)} & & \text{finance lease (\$1 Buyout)} & & \text{over a 36 month term} \end{array}$$

\*Assumes 2 payments in advance and payments over a 36-month term. Subject to credit approval. FMV option does not include cost of buyout.

If you want to keep your technology current, the standard lease has the lowest monthly payment and greatest amount of end-of-term flexibility. Since the rate of technology obsolescence is high, it often makes more sense for businesses to enter into a regular Tech Refresh cycle with lower monthly payments. If you have questions on which lease is right for you, consult VAR Technology Finance today.





















































































**For more information on leasing options, contact VAR Technology Finance today**

**Dianne Sheeley**  
Presidential Account Manager  
Direct: (469) 307 6380  
dsheelley@vartechologyfinance.com



**VAR**  
TECHNOLOGY FINANCE

## PANASONIC Warranty Comparison Table

Warranty Deliverable	Standard Warranty	Extended Warranty	Protection Plus	Ultimate Care
Warranty Term Options	3 Years	4th / 5th	1-5 Years	1-5 Years
24 x 7 x 365 US Domestic Help Desk				
2 Day Average Repair TAT (Turn-Around-Time)				
Overnight shipping included to and from repair center				
Parts and labor included				
Global standard warranty coverage				
Priority Exchange service for user replaceable parts. (HDD, Battery, AC Adapter)				
1 Year Battery Warranty				
WWAN Module covered for term				
HDD / SSD Drive covered for term				
AC Power adapter covered for term				
Original Panasonic Memory covered for term				
Normal or Backlit Keyboard covered for term				
Other integrated options (DVD, GPS, Pass through cabling, Camera, WiFi / Bluetooth radio, card reader, Smartcard reader, Fingerprint reader, Barcode scanners) covered for term.				
Long term warranty (over 3 years)				
Accidental damage coverage Plus*1)				
Cosmetic damage coverage				
Ultimate Accidental damage coverage *2)				
Up to 1% of deployment covered for theft, loss, fire, Acts of God and intentional damage				
SLA with financial restitution available for Annual Hardware Failure Rate, TAT, DOA and Help Desk Hold Time,				
No out of warranty billing				
No international VAT or customs fees for warranty transportation.				

**On-site Warranty** - can be sold alone for just On-site standard manufacturers warranty, or can be sold in conjunction with an enhanced warranty like ProPlus or Ultimate Care. Both on-site and Ultimate care warranty sku's would be sold to provide On-site Ultimate Care.

**Global Warranty Uplift** - Is sold in ADDITION to one of the other styles of warranty. Both Ultimate Care and Global Warranty Uplift would be sold to deliver Ultimate Care coverage on a global basis with guaranteed SLA's. (\*3, \*4)

\*1) one major part failure per year (keyboard, motherboard, LCD, HD/SSD)

\*2) Unlimited parts and labor for accidental damage

\*3) Global region determines repair turnaround time.

\*4) Priority exchange dependent on regional policy.



## MEMORANDUM

ITEM NO. 3G

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** December 11, 2018

**Subject:** Parks and Recreation Department Replacement Hybrid Vehicle

---

Funds have been budgeted for FY 2019 for the purchase of a replacement vehicle for the Parks and Recreation Department. This vehicle will be the main transportation for the Parks and Recreation Department to service events, programs and the day to day operations of the department when needed. The existing vehicle is over ten years old and due to be replaced. The new vehicle will be an SUV Hybrid.

Funds have been budgeted and approved for FY 2019 in Parks and Recreation for this purchase. The purchase will be done under the National Joint Powers Alliance Contract.

Town Commission approval is requested for the purchase to continue the service the day to day operations of the Parks and Recreation Department.

Reviewed by TM

Prepared by TM

**RESOLUTION NO. 18 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 TOYOTA RAV 4 HYBRID FOR THE PARKS AND RECREATION DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$25,983.00 FROM THE FISCAL YEAR 2018/2019 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside's Parks and Recreation Department is seeking to purchase a vehicle for its operations and in order to service events, programs and day-to-day operations of facilities and the beach; and

**WHEREAS**, the vehicle being sought for purchase is a 2019 Toyota Rav 4 Hybrid ("Vehicle") at a cost not to exceed \$25,983.00, with terms and pricing set forth in the Purchase Order attached hereto as Exhibit "A"; and

**WHEREAS**, competitive procurement and terms and pricing for the Vehicle has been obtained through Sourcwell (formerly National Joint Powers Alliance) Request For Proposals No. 120716 which resulted in a cooperative purchasing program in Contract No. 120716-NAF; and

**WHEREAS**, in accordance with Section 3-13(3) of the Town of Surfside Code of Ordinances, purchases made under state general service administration contracts, federal, county or other governmental contracts are exempt from the Town's competitive bidding procedures; and

**WHEREAS**, it is in the best interest of the Town to approve and authorize the purchase of the Vehicle and expenditure of funds not to exceed \$25,983.00 from the Fiscal Year 2018/2019 budget.

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

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

**Section 2. Authorization to Purchase and Approval to Expend Funds.** The purchase of the Vehicle is hereby approved and the Town Manager is authorized to expend an amount not to exceed \$25,983.00 for the purchase of the Vehicle.

**Section 3. Procurement Exempt.** In accordance with Section 3-13(3) of the Town's Code of Ordinances, the purchase of the Vehicle is exempt from competitive procurement in reliance on the competitive procurement and terms and pricing obtained pursuant to the Sourcewell Contract No. 120716-NAF.

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

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of December, 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”**

**PURCHASE ORDER**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	17685-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
11/15/2018

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
11/15/2018

REQUESTING AGENCY	SURFSIDE, CITY OF			
CONTACT PERSON	TIM MILIAM	EMAIL	TMILIAM@TOWNOFSURFSIDEFL.GOV	
PHONE	954-540-4943	MOBILE	FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF [www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com)

MODEL	4435	MSRP	\$27,385.00
2019 TOYOTA RAV4 HYBRID LE AWD (4435)			

CUSTOMER ID NJPA PRICE \$25,983.00

BED LENGTH SUV

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

### FACTORY OPTIONS

### DESCRIPTION

0040 FC20	EXTERIOR COLOR SUPER WHITE WITH BLACK FABRIC SEAT TRIM	\$0.00
I4	2.5L 4-CYLINDER ENGINE WITH CVT TRANSMISSION & HYBRID ELECTRIC MOTOR	\$0.00

### CONTRACT OPTIONS

### DESCRIPTION

### FACTORY OPTIONS

\$0.00

NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)	\$0.00
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a \$1.00 dollar end of lease buyout \$1.	\$0.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00

### CONTRACT OPTIONS

\$0.00

### TRADE IN

### TOTAL COST

\$25,983.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$25,983.00

Estimated Annual payments for 60 months paid in advance: \$5,715.64

Municipal finance for any essential use vehicle, requires lender approval, WAC.

### Comments

VEHICLE QUOTED BY

Scott Wilson

FLEET SALES MANAGER

[scott.wilson@alanjay.com](mailto:scott.wilson@alanjay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Print

E-Mail

Close

**Cust. Name:**   
**Cust. Phone:**   
**Dealer:** Alan Jay Toyota  
**Contact:**   
**Phone:** 863-402-4234  
**Series:** RAV4 Hybrid  
**Model:** 4435 - AWD LE  
**Model Year:** 2019  
**Transmission:** CVT  
**VIN:** XXXXXXXXXXXXXXXXX  
**Exterior:** Super White  
**Interior:** Not Specified



### Estimated Pricing\*

	MSRP
Base	\$27,385.00
Options	\$0.00
Manuf. Delv, Proc, & Hndlg	\$995.00
<b>Total</b>	<b>\$28,380.00</b>

Base - the price for the vehicle, prior to options and manuf. delv, proc & hndlg fees.

Options - the amount of optional equipment (accessories and packages) installed on the vehicle.

Manuf. Delv, Proc & Hndlg - Delivery, Processing & Handling - the fee that is paid by the Dealer to the Manufacturer to cover the cost of transporting the vehicle to the dealership.

Admin - the Administrative Fee is a charge paid by the Dealer to Southeast Toyota, the regional distributor, and is used for the regional dealer support programs.

### Options Installed

#### LE PACKAGE

All Content Included as Standard Equipment

#### 50 State Emissions

6-Gallons of Gas

MSRP **30 MPG Highway**

\$0

\$0

\$0



**34 MPG City**

### Standard Features of this Vehicle

#### Mechanical

HYBRID SYNERGY DRIVE SYSTEM • 2.5L DOHC 4-CYLINDER ENGINE W/ VVT-I • 194 NET SYSTEM HP • ELECTRONICALLY CONTROLLED CVT (ECVT) • ALL WHEEL DRIVE W/ INTELLIGENCE (AWD-I) • EV, ECO AND SPORT MODES

#### Safety

TOYOTA SAFETY SENSE (TM) P (TSS-P): • PRE-COLLISION SYSTEM W/ PEDESTRIAN • DETECTION (PCS W/PD), • LANE DEPARTURE ALERT (LDA) • W/STEERING ASSIST (SA), • AUTO HIGH BEAMS (AHB), AND • DYNAMIC RADAR CRUISE CONTROL (DRCC) • STAR SAFETY SYSTEM: • ENHANCED VEHICLE STABILITY CONTROL, • TRACTION CONTROL, ANTI-LOCK BRAKES, • ELECTRONIC BRAKE FORCE DISTRIBUTION, • BRAKE ASSIST, AND SMART STOP TECHNOLOGY • LATCH-LOWER ANCHOR & TETHER FOR CHILDREN

#### Comfort/Convenience

DUAL ZONE CLIMATE CONTROL W/AIR FILTER • ENTUNE AUDIO, 6.1" TOUCH-SCREEN DISPLAY • STEERING WHEEL AUDIO/BLUETOOTH CONTROLS • BACKUP CAMERA • RECLINING & FOLDING 2ND ROW SEATS • SMART KEY SYSTEM WITH PUSH BUTTON START • 12V POWER OUTLETS (3), USB PORT (1)

#### Exterior

17" ALLOY WHEELS • REAR SPOILER • POWER HEATED OUTSIDE MIRRORS • PRIVACY GLASS- REAR SIDE, QTR & LIFTGATE

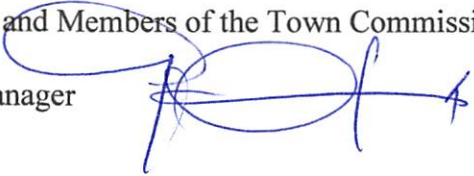
\*Accessories have been added to the vehicle after wholesale or by the dealer. Please refer to the Revised Dealer Invoice for the current vehicle pricing.



## MEMORANDUM

ITEM NO. 3H

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager 

**Date:** December 11, 2018

**Subject:** Resolution authorizing the Voluntary Cooperation Mutual Aid Agreement between the South Florida Financial Crimes Strike Force and the Town of Surfside Police Department.

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The Surfside Police Department is one of several South Florida law enforcement agencies that have joined together in a multi-jurisdictional Strike Force intended to combat illegal money laundering, drug trafficking and other drug law violations, and related criminal violations and to disrupt organizations engaging in such activity through coordinated and long-term investigative, forfeiture and prosecution efforts. On August 11<sup>th</sup>, 2015, the Town Commission previously approved, by Resolution No. 15-2314, this Voluntary Mutual Aid Agreement for the term commencing September 1, 2015 to September 1, 2018.

The South Florida Financial Crimes Strike Force has requested to renew its Voluntary Cooperation Mutual Aid Agreement with the Town of Surfside Police Department for the term commencing September 1, 2018 to September 1, 2021.

Staff request a motion to approve a Resolution authorizing the Voluntary Cooperation Mutual Aid Agreement between the South Florida Financial Crimes Strike force and the Town of Surfside Police Department.

Prepared by: JY 

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE,  
FLORIDA APPROVING THE SOUTH FLORIDA  
FINANCIAL CRIMES STRIKE FORCE VOLUNTARY  
COOPERATION MUTUAL AID AGREEMENT FOR  
THE TERM COMMENCING SEPTEMBER 1, 2018  
THROUGH SEPTEMBER 2021; AUTHORIZING THE  
TOWN MANAGER AND CHIEF OF POLICE TO  
EXECUTE AND IMPLEMENT THE TERMS AND  
CONDITIONS OF THE MUTUAL AID AGREEMENT;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on August 11<sup>th</sup>, 2015, the Town Commission previously approved, by Resolution No. 15-2314, the South Florida Money Laundering Strike Force Voluntary Cooperation Mutual Aid Agreement with law enforcement agencies for the term commencing September 1, 2015 to September 1, 2018; and

**WHEREAS**, the South Florida Financial Crimes Strike Force, formerly known as the South Florida Money Laundering Strike Force, has requested to renew its Voluntary Cooperation Mutual Aid Agreement with the Town of Surfside Police Department for the term commencing on September 1, 2018 to September 1, 2021 (“Agreement”), attached hereto as Exhibit “A”; and

**WHEREAS**, the purpose of the Agreement is for law enforcement agencies to join together in a multi-jurisdictional strike force intended to combat illegal money laundering, drug trafficking and other drug law violations, and to disrupt organizations engaging in such activities through coordinated long-term investigative, forfeiture, and prosecution efforts; and

**WHEREAS**, the Town Commission wishes to approve the Agreement and finds that such is in the best interests of the Town and law enforcement.

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

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

**Section 2. Approval and Authorization.** The Town Commission approves the Agreement attached hereto as Exhibit “A” and authorizes the Town Manager and Chief of Police to execute and implement the terms and conditions of the Agreement.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11<sup>th</sup> day of December, 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

# Voluntary Cooperation Mutual Aid Agreement



September 2018 – 2021

# **SOUTH FLORIDA FINANCIAL CRIMES STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

**(September 2018)**

**WHEREAS**, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional Strike Force (hereinafter referred to as the Strike Force) intended to combat illegal money laundering, drug trafficking and other drug law violations, and related criminal violations and to disrupt organizations engaging in such activity through coordinated and long-term investigative, forfeiture, and prosecution efforts; and

**WHEREAS**, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, forfeiture, and regulatory actions against identified violators, as appropriate; and

**WHEREAS**, the participating agencies desire to utilize the Strike Force as the sole method of facilitating state and local money laundering investigations that are not otherwise part of a joint federally-directed effort within their respective jurisdictions; and

**WHEREAS**, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

**WHEREAS**, the undersigned agencies acknowledge and recognize that they have been operating under the existing agreement and modifications thereto, that the agreement has continued in full force and effect, and express their present intent to renew and refine the original agreement and subsequent renewals thereof in order to better reflect the continued and present focus of the efforts of the agencies in this Strike Force;

**NOW THEREFORE**, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Miami-Dade State Attorney's Office (SAO) to implement within the jurisdictional and other limits as noted herein the Money Laundering Strike Force for the purposes and goals indicated.

### ***Parties To This Agreement:***

- |   |   |
|---|---|
| --The City of Coral Gables Police Department,                                     | --The City of North Miami Police Department,    |
| --The City of Miami Police Department   | --The Town of Surfside Police Department,       |
| --The City of Doral Police Department,  | --The Village of Indian Creek Police Department |
| --The Office of the State Attorney of the Eleventh<br>Judicial Circuit of Florida | --The City of Miami Springs Police Department,  |
| --The City of Miami Gardens Police Department                                     | --The Town of Golden Beach Police Department    |
| --Florida International University Police Department                              | --The School Board of Miami Dade County, Fla.   |

A party other than those listed on page one may, at the request of the SAO and with the approval of the Strike Force Steering Committee, enter into this Agreement as evidenced by its signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the Executive Director of the South Florida Financial Crimes Strike Force (Strike Force Director), who shall immediately notify other participating parties of the cancellation.

**NATURE OF LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY  
COOPERATION TO BE RENDERED:**

1. The Strike Force is to effect dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to the investigation of illegal money laundering and drug trafficking operations and related crimes, and in efforts to dismantle and disrupt the organizations committing such violations. The principal goal of the Strike Force shall be the coordinated investigation of, and successful prosecution of perpetrators of such crimes, with particular emphasis on efforts designed to identify and dismantle organized criminal enterprises. Such efforts shall include, but are not limited to, undercover operations designed to detect illegal activity and to identify those involved in such activity including those directing or otherwise controlling such activity, interception of communications related to such activity as may be authorized by law, the arrest and prosecution of those involved (utilizing state and federal or other prosecutions, as appropriate); the seizure and forfeiture of assets of those engaged in such activity or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate); the prosecution of regulatory and civil actions designed to end such criminal activity, as appropriate; and the referral of investigative leads and intelligence to such other federal, state, foreign or local law enforcement authorities as may be required and appropriate under the Strike Force's operations. In recognition that such efforts transcend jurisdiction limits, it is the intent of this voluntary cooperation agreement to assure the continued functioning of law enforcement in areas where such limits might otherwise thwart major law enforcement efforts.
2. The Parties to this Agreement are contributing personnel and resources in support of the Strike Force efforts, with the operations of the Strike Force being coordinated by the SAO and other Strike Force members. No agency will participate in the Strike Force unless it provides resource contributions and operates within the operational parameters related to Strike Force efforts as required of it by the Steering Committee or the SAO.
3. Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency. Nothing herein shall otherwise limit the ability of participating Strike Force members to provide, as provided by or allowed by law, such assistance in any enforcement action unrelated to Strike Force operations as may be lawfully requested by a law enforcement officer having jurisdiction over any such incident, crime or matter under consideration. However, extension of jurisdiction under the authority of this Agreement shall occur only as provided below.

**EXTENSION OF PARTICIPANTS' JURISDICTION; COMMAND AND  
SUPERVISORY RESPONSIBILITY; STEERING COMMITTEE;  
NOTIFICATION REQUIREMENTS**

1. The principal sites of Strike Force activity are Miami-Dade County, Broward County and Monroe County but Strike Force activities may occur elsewhere within the State of Florida consistent with the purpose and terms of this Agreement. As provided by Section 23.127(1), Florida Statutes, a Strike Force member engaged in an authorized Strike Force operation outside the member's jurisdiction but inside the State of Florida that is pursuant to, and consistent with, the purpose and terms of this Agreement shall have the same powers, duties, rights, privileges, and immunities under the laws of the State of Florida as if the member was performing duties inside the member's jurisdiction as provided by the "Florida Mutual Aid Act" and this Agreement.

2. Whenever Strike Force activities outside of Miami-Dade County, Broward County or Monroe County have resulted in an arrest or seizure of property, the Sheriff of the County or the Chief of Police of the municipality in which such activities have occurred shall be notified of the Strike Force's actions within the sheriff's or chief's jurisdiction.
3. Members of the Strike Force operating outside their normal jurisdictions recognize that their extra-territorial powers and authority are, unless otherwise supported by law, derived by and through this Agreement. Activities shall be considered authorized and under the authority of this Agreement when the activities have been approved and are under the overall direction of the Deputy Director, Deputy Commander or command designee assigned to the Strike Force. No extension of jurisdiction or authority is granted solely by reason of this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to Strike Force operations, or have been encountered directly incident to an approved and supervised Strike Force operation.
4. a. A participating agency can work other money laundering investigations outside investigations handled under this agreement and through the Strike Force only upon approval by the Steering Committee. Absent such specific approval, all participating agencies agree to utilize the Strike Force as the exclusive means to engage in state or local investigations of all money laundering cases conducted by their agency personnel other than investigations conducted as part of a federally-directed joint operation. Notwithstanding this provision, an agency encountering money-laundering incidental to another investigation may initially continue its investigative efforts until such time as the Strike Force accepts the investigation or approval for the agency to work the case outside the Strike Force is granted. If the Strike Force Steering Committee declines to include a particular state or local money laundering investigation within its operations, a Strike Force participating agency will be free to independently pursue the investigation within the parameters of law. Any such independent investigation will be outside the scope of the Agreement and will not benefit from the extension of jurisdiction conferred by this agreement. All money laundering investigative efforts incidental to another investigation conducted by an agency prior to acceptance of the money laundering investigation by the Strike Force are outside the scope of this Agreement and will not benefit from the extension of jurisdiction conferred by this agreement. In the event that an agency's participation in a "federally directed joint money laundering operation" could reasonably be construed as conflicting with a Strike Force investigation, the participating agency must promptly notify the Strike Force Director and the Steering Committee. The Chair of the Strike Force will convene a Steering Committee meeting as soon practical to discuss the conflict and the appropriate resolution.  
  
b. Any Strike Force participating agency that becomes aware of an investigation in violation of the limits imposed by this clause shall immediately report it to the Chair of the Strike Force Steering Committee. The Chair shall bring the matter to the attention of the Strike Force Steering Committee as soon as practical. Violation of the commitment under this clause may result in sanctions against the violating agency, which may include, but are not limited to, permanent reduction in the offending agency's share of forfeiture proceeds obtained from Strike Force efforts or suspension or dismissal from the Strike Force.
5. The Steering Committee consists of command level representatives from the signatory agencies to this agreement. The Steering Committee shall have plenary supervisory

authority over Strike Force planning and direction. The Steering Committee shall assure that the Strike Force remains dedicated to its mission and primary goal of dismantling

organized money laundering organizations operating within Florida. The Strike Force Steering Committee will meet quarterly or as otherwise required to maintain an ongoing and active oversight role. The Steering Committee shall select a Chairman and Vice-Chairman from the signatory agencies. The Chairman shall serve one year. The Vice-Chairman shall assume the Chair upon the expiration of the term of the current Chairman. The Steering Committee shall select a new Vice-Chairman whenever the position becomes vacant.

6. The Strike Force Director will provide quarterly reviews to the Steering Committee and the SAO reporting Strike Force investigative, intelligence and forfeiture activity. The Steering Committee shall periodically, no less than twice yearly, assure that its meeting includes as the main agenda item a review the objectives and accomplishments of the Strike Force, a review of the success of the Strike Force in meeting its primary goal of dismantling organized money laundering organizations within Florida, and shall issue directives and cause such changes as may be necessary to assure the Strike Force efforts remain productive and focused on the Strike Force's primary missions.
7. Each participating agency shall contribute personnel and resources to the Strike Force in such numbers as are agreed to by the participating agency and the Strike Force Steering Committee. Participating agencies shall assign personnel to the Strike Force based upon their investigative experience and the operational needs of the Strike Force. Final acceptance of personnel assigned to the Strike Force shall rest with the Strike Force Director.
8. The Steering Committee shall regularly receive performance reports to review whether resource contributions of participating agencies and funding are adequate to assure Strike Force efforts are effective. The Steering Committee will also review and approve the Strike Force's annual operational budget and administrative expenses and financial status report.
9. Actual law enforcement operations of the Strike Force will be supervised and directed by sworn law enforcement officers of the Strike Force agreed upon by the Strike Force Director to serve in an overall supervisory role. The Strike Force second-in-command should be the rank of Major or the operational equivalent to that rank. No person shall serve as second-in-command who is not a full-time, certified officer with his or her employing entity. The Strike Force Director may designate a team leader for specific field operations. The team leader may be any sworn member of a signatory agency to this agreement. Each Strike Force member participating in a Strike Force operation shall follow and adhere to, and is presumed to be following and adhering to, the supervision and direction given by the designated supervisor of the operation. If at any time the Deputy Director, Deputy Commander or designated team leader determines that the Strike Force operation should be terminated, all actions related to said operation as authorized by this Agreement are to be promptly terminated in a manner assuring the safety of all involved law enforcement officers. However, Strike Force-assigned officers or agents who are within their normal territorial jurisdiction(s) may, acting unilaterally as officers or agents of their employing agency, engage in continued investigative or enforcement actions as authorized by their agency supervisor(s). Any such actions shall not be considered the operations of the Strike Force and shall not fall within the privileges and obligations of this Agreement. Nothing in this paragraph shall modify or relax the restrictions against unilateral money laundering investigations by Strike Force participating agencies as addressed in Paragraph 4 herein.

10. Upon any termination of Strike Force operations, the supervisor shall document the circumstances of the termination, including whether there appears to have been an agency's unilateral continuation of investigative or enforcement activity, and the Strike Force shall retain the documentation. The Strike Force and its member agencies are not responsible for the actions of any participating agency or its officers or agents conducted after the Strike Force operation has been terminated or otherwise performed outside the scope of this Agreement.
11. The Strike Force shall maintain a listing of Strike Force personnel serving as supervisors or designated supervisors. Documentation shall be maintained by the Strike Force that will reflect the involvement of sworn members in each Strike Force operation or investigative activity and the assigned supervisor or designated leader for each such operation or activity. No member of the Strike Force shall engage in Strike Force related activities that are unauthorized, unreported or otherwise unknown to the assigned Strike Force supervisor or designated leader and which are not documented as provided herein.
12. Any officer or agent participating in Strike Force operations shall promptly report to any Strike Force supervisor any suspected unauthorized, unreported, undocumented, or unsupervised investigative or enforcement activity of Strike Force personnel.
13. Any agency head of a party to this Agreement may request that a particular agency's member of the Strike Force no longer be allowed to participate in the Strike Force. Upon receiving the request, the Strike Force Director shall temporarily suspend the member's active participation in Strike Force efforts. At its next meeting, the Steering Committee shall determine whether the request should be honored on a permanent basis. Upon receipt from the Steering Committee of a request to no longer allow a particular agency member's participation in the Strike Force, the employing Agency shall promptly terminate the member's participation in the Strike Force. Absent an objection by any other Party to this Agreement, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the Strike Force. If a Party objects to any such action, the Steering Committee shall determine whether the action may proceed or be maintained.
14. If a conflict arises between an order or direction provided by the assigned supervisor or designated leader and a Strike Force member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the supervisor or leader when circumstances safely allow a concern to be raised. The supervisor or team leader, in conjunction with available members of the governing board as may be necessary, shall attempt to resolve the conflict in a manner to allow the Strike Force operation to continue appropriately. No officer or agent shall be required to knowingly violate the policy of his or her employing agency while participating in Strike Force operations.
15. The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the Strike Force when engaged in Strike Force operations, provided that all such guidelines, policies and procedures are consistent with Florida law and Florida or federal forfeiture guidelines and the terms of this Agreement. However, Strike Force members' jurisdiction as provided under this Agreement may not be altered by any such written attachment. In the absence of a written memoranda of

understanding or attachments, the policies and procedures to be utilized by Strike Force members shall be clearly identified by the Strike Force supervisor, or if a supervisor is unavailable, by a Strike Force team leader as designated by the supervisor. Written guidelines, policies, or procedures adopted for use by the Strike Force as provided herein may not be waived or abandoned by Strike Force supervisors or participants. However, when engaged in Strike Force operations no Strike Force member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, or be required to fail to abide by restrictions or limitations as may be imposed by law, or the member's employing Agency's rules, standards, or policies.

### ***PROCEDURE FOR REQUESTING AND AUTHORIZING ASSISTANCE***

Officers assigned to Strike Force operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by the SAO and one or more Strike Force member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Strike Force which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

### ***USE AND DISTRIBUTION OF SEIZED FUNDS AND PROPERTY; STRIKE FORCE ADMINISTRATIVE EXPENSES:***

1. The Parties to this Agreement recognize that law enforcement is the principal objective of all asset forfeiture and that, as mandated by Section 932.704(11)(a), Florida Statutes, as enacted by Chapter 95-265, Laws of Florida, the Strike Force's operations and each Party's use of property, currency, or proceeds received by reason of state forfeiture actions are to conform with "Florida's Forfeiture Guidelines" as developed and adopted by the Florida Department of Law Enforcement, the Florida Sheriff's Association, and the Florida Police Chiefs Association, a copy of which are incorporated herein as Attachment C. In the case of federal forfeitures, applicable federal guidelines apply.
2. All Parties recognize that they are to avoid the appearance of impropriety in the acquisition, sale, retention or transfer of any forfeited property, currency or proceeds derived from such forfeiture, and that forfeiture funds may not be used to meet normal law enforcement agency operating expenses of each Party unless otherwise provided by Florida law.
3. All participating parties acknowledge that the Strike Force has no independent spending authority and is not empowered to encumber, grant, donate, or expend funds independently. Authorizations for expenditures must be consistent with law and authority granted to participating agencies and in support of the mission of the Strike Force and in accordance with the approved budget. A participating Strike Force agency shall function as the administrative agent for Strike Force operational expenditures. The City of Coral Gables Police Department as empowered by the City of Coral Gables is currently responsible for handling the administrative and support expenses incurred by the Strike Force in its operations and is acting as the Strike Force's current administrative agent. If properly authorized by law and the party's governing body, any other party to this Agreement may be authorized by the Steering Committee to assume the role of Administrative Party.

4. Parties acknowledge that the Strike Force is not a permanent operation and could be terminated at any time. Accordingly, the Strike Force shall avoid long-term commitments via leases or rental agreements unless such agreements reasonably provide for cancellation

prior to their scheduled expiration dates. The Strike Force shall endeavor to limit administrative expenses as much as reasonably possible, in order to maximize the flow of forfeiture proceeds to the individual participating agencies. Administrative expenses for which expenditure may be authorized may include, but are not limited to, expenses incurred in the storage of seized funds pending forfeiture, expenditures for rent of Strike Force facilities, rental of vehicles utilized in Strike Force investigative activity, providing phones, desks, office supplies and equipment in support of Strike Force operations, plaques and other recognition awards for exiting members, food and refreshments for Strike Force meetings and the payment of the salaries of a limited number of Strike Force administrative and operational support personnel. Use of Strike Force resources to provide "percs" or benefits beyond that which personnel assigned to the Strike Force would not otherwise be entitled or provided by the employing agency of the personnel is expressly prohibited. Use of Strike Force phones, accounts, equipment, vehicles, or other resources for other than incidental personal purposes is prohibited.

5. Administrative expenses do not include the salaries or overtime compensation, in excess of 50 hours per month, of officers, agents, analysts, or other employees of Party agencies assigned to the Strike Force, or the purchase of regular or special equipment or resources by a Party agency that may be or are utilized in support of Strike Force operations. Compensation for such costs is the sole responsibility of the employing agency, and may, if authorized by law and applicable forfeiture guidelines, be paid from forfeiture funds received by the agency.
6. Anticipated administrative expenses for an administrative agent (currently the Coral Gables Police Department) during a budget year are to be identified by the administrative agent as a Strike Force operational budget item, and are to be approved for reimbursement by the Steering Committee in the Strike Force operational budget for the fiscal year. The Steering Committee may approve all or a portion of the proposed administrative expenses. Once approved, the administrative expenses may be reimbursed to the administrative agent in the manner noted below. The administrative agent is not obligated to expend resources in administrative support of the Strike Force if the Steering Committee does not approve the expenses for reimbursement via the budget process. All Parties acknowledge that the Strike Force itself has no authority to independently authorize the expenditure of seized or forfeited funds, or to make grants from such funds to others. As a result, reimbursement to the Administrative agent (currently the Coral Gables Police Department) for its administrative expenditures shall be done by a voluntary deferral of each Party's equitable share of forfeiture funds otherwise due to it in the manner set forth below.
7. Florida and Federal forfeiture laws allow multiple agencies participating in the seizure and forfeiture of property to equitably proportion the distribution of such property upon successful conclusion of the forfeiture. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Strike Force unless an alternate distribution allocation among the Parties has been agreed to.
8. Participating agencies agree that each agency should contribute a fair share toward the annual administrative costs of the Strike Force. Such contributions will be effected by deferring portions of forfeiture proceeds an Agency would otherwise be entitled to receive to the benefit of the agency operating as administrative agent to cover the proportionate share

of the administrative expenses as noted herein. Such deferrals are to fairly and appropriately reimburse, not enrich, the administrative agent agency. To reasonably address the additional expenses incurred by the administrative agent for the administrative and support expense role described herein and approved by the Steering Committee in its operational budget, the other Parties agree that their respective proportionate share in the distribution of forfeited funds will be reduced as approved by the Steering Committee in such manner and amount to effect an increase in the share of forfeitures received by the administrative agent (currently, the Coral Gables Police Department) for the extra administrative expenses so incurred.

9. All Parties have an equitable ownership in the funds seized for forfeiture and interest earned on those funds pending perfection of ownership via final order of forfeiture. However, to further address the additional expenses incurred by the Administrative agent for the administrative and support expense role described herein and approved by the Steering Committee in its operational budget, the Parties have agreed that all interest earned yearly on funds seized and pending forfeiture up to a maximum amount set by the Steering Committee at the time the yearly budget is approved shall be distributed to the Administrative agent upon final order of forfeiture in a manner consistent with this Agreement and law, with such funds to be applied to the approved administrative and support expenses. Any interest earned yearly in excess of the maximum amount set by the Steering Committee shall be included in the funds to be equitably distributed among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Strike Force unless an alternate distribution allocation among the Parties has been agreed to.
10. The Steering Committee may approve on a case-by-case basis the adjustment of one or more distributions of forfeiture funds to Strike Force participating agencies to specifically increase a Party's share of forfeiture distribution funds for an unusual or substantial expense incurred by the Party directly associated with its participation in Strike Force activities. In order for such reimbursement to occur, the expenses must have a substantial nexus with the Strike Force's operations and mission. The Strike Force members acknowledge they have no independent authority by reason of this Agreement to disburse funds other than as authorized by law and as approved by each party's governing entity.
11. Each participating agency is solely responsible for assuring its use of distributed forfeiture funds is in compliance with state law and mandatory state and federal forfeiture guidelines. By continued participation in the Strike Force, each participating agency warrants it is operating in compliance with state law and mandatory guidelines. The Steering Committee shall assure regular training of Strike Force officers and agents as required by the State Guidelines occurs and is documented. Upon request of the SAO, a participating agency will provide documentation or certification demonstrating such compliance. Any participating agency found not to be operating within applicable forfeiture law and guidelines shall be suspended from Strike Force participation and forfeiture fund distribution until such time as the Agency demonstrates it is in compliance with law and guidelines.
12. The Parties to this Agreement acknowledge that under federal guidelines, funds derived from federal forfeitures are not to be commingled with funds derived from state forfeitures, and are to be maintained in a separate trust fund account, to be expended only in a manner as allowed by applicable federal guidelines. All Parties agree to file in a timely fashion all reports or accountings of receipts or expenditures of forfeiture funds as are required by state or federal law or applicable guidelines.

## ***PROPERTY SEIZURE AND FORFEITURE CONSIDERATIONS:***

1. No funds or other property seized by Strike Force operations are to be utilized by any Strike Force agency prior to successful forfeiture or until title or interest in the funds otherwise lawfully vests in one or more Strike Force agencies. Forfeiture actions based upon seizures made by the Strike Force may be pursued in either state or federal actions. Actions shall be based upon current statutory and case law, and shall be consistent with applicable state or federal forfeiture guidelines. The Parties agree that the Office of the State Attorney of the Eleventh Judicial Circuit, through its attorneys, will be primarily responsible under this Agreement for pursuing all Strike Force forfeiture actions on behalf of all of the Parties in state court in Miami-Dade County and through out the State of Florida. The Office of the United States Attorney, Southern District of Florida, will be primarily responsible for federal forfeiture actions. However, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters and as authorized by the Steering Committee and agreed to by the above-noted primary entities responsible for forfeiture litigation.
2. Any Party to this Agreement or any prosecutor handling the criminal prosecution of Strike Force cases may request copies of forfeiture complaints and pleadings filed by reason of Strike Force seizures and such copies shall be promptly provided to the requester. Forfeiture actions are to be coordinated with criminal prosecutions. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of Strike Force agency(ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party responsible for filing and handling a forfeiture action believes there is an insufficient basis upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the Strike Force is to be filed.
3. All options available under law to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the Strike Force, provided the property under consideration otherwise qualifies under law for such consideration.
4. Pursuant to Section 932.704(7), Florida Statutes, when a claimant and the Strike Force agree to settle the forfeiture action prior to the conclusion of the forfeiture proceeding, the settlement agreement shall be reviewed, unless such review is waived by the claimant in writing, by the court or a mediator or arbitrator agreed upon by the claimant and the seizing law enforcement agency. If the claimant is unrepresented, the settlement agreement must include a provision that the claimant has freely and voluntarily agreed to enter into the settlement without benefit of counsel. A copy of the settlement agreement is to be retained in the investigative case file giving rise to the forfeiture and settlement.

**GUIDELINES FOR MONEY PICKUPS, TRANSFERS AND SECURITY;  
AUDITS AND REVIEWS:**

1. The Parties to this Agreement recognize that substantial sums of cash will be seized by reason of Strike Force operations, and are committed to assuring that all such seizures are done with the greatest degree of security and integrity possible. The Strike Force will utilize

procedures established by written directive of the Strike Force relating to the seizure of property for forfeiture and the seizure of contraband. At no time shall a Strike Force participant seize, handle, transport or count seized funds alone. Pursuant to Section 932.704(11)(b), Florida Statutes, the determination of whether to seize currency must be made by Strike Force supervisory personnel. Such determination must be documented in a manner to indicate the supervisory personnel providing such authorization. The attorney assigned to handle Strike Force forfeitures must be notified as soon as possible. In the absence of, or unavailability of that attorney, notification shall be made to the Strike Force Director.

2. No investigative money laundering by the Strike Force or its participating agencies may occur unless it is a means to an investigative end, rather than an end in and of itself. Authorized laundering may only be conducted as part of reverse sting or as an interim step reasonably expected to lead to the seizure of drugs, illicit funds, and/or arrests of those engaged in unlawful money laundering consistent with Section 896.105, Florida Statutes.
3. The Strike Force will utilize procedures established in writing by the Strike Force relating to the handling of evidence. A copy of Strike Force Directive 1.3, relating to forfeitures and seizures, is attached as Attachment A to this Agreement. A copy of Strike Force Directive 1.4, relating to the handling of evidence, is attached as Attachment B to this Agreement. Both of these Directives currently apply to Strike Force operations. The Parties to this Agreement acknowledge in signing this Agreement that they have reviewed the Attachments.
4. The Strike Force may modify, supplement or substitute written guidelines, provided that any modification, supplementation, or substitution assures as a minimum that all non-cash property coming into the custody of Strike Force members shall be treated as evidence, utilizing standard and commonly-accepted means of securing and handling same, and that all seizures of cash shall be done with appropriate checks and balances implemented to assure that all cash seized is accounted for, and properly secured until such time as title or interest in such funds lawfully vests in the seizing agency(ies) and the Strike Force. Copies of written guidelines or directives shall be provided any Party upon request.
5. The Steering Committee will determine the type, nature and extent of audits or reviews pertaining to Strike Force efforts, to include as a minimum an audit of Strike Force finances once every two years. In addition, the SAO may at any time order a review and audit by an auditor designated by the SAO of Strike Force operations with regard to the seizure and handling of all evidence, property or cash, use and disposition of property, currency or proceeds received by any Party by reason of a forfeiture, or any other aspect of Strike Force operations. The Strike Force Director or the Steering Committee by majority vote may request at any time that such a review and audit be performed by the SAO. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function. The Parties agree to cooperate in any

federal audit of Strike Force forfeiture activities as may be required or requested by the United States government.

### ***COMPLAINTS AGAINST STRIKE FORCE MEMBERS:***

1. Each person assigned to the Strike Force shall promptly report any suspected criminal activity or violation of rule or policy of any other member of the Strike Force or any person with whom the Strike Force is conducting business.
2. Whenever a complaint has been lodged as a result of Strike Force efforts, a designee of the SAO shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the Strike Force participant(s) accused and the employing Agency(ies) of the participant(s) accused.

3. The SAO will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, promptly notify the SAO of its findings and any actions taken.
4. Upon assignment to the Strike Force, and once yearly, each person assigned to the Strike Force shall be provided notification that he or she is obliged to report any wrongdoing or impropriety by any Strike Force personnel. A local method of reporting such shall be provided, and the name, email address and phone number of the SAO Investigations Division shall also be provided as an option for making any such report, whose phone number is (305) 547-0669.

### ***INTERPLAY WITH FEDERAL AND OTHER AUTHORITIES:***

1. The Parties to this Agreement recognize that the federal law enforcement authorities have requested that the efforts of the Strike Force be closely coordinated with federal authorities having interests in money laundering investigations. The Parties recognize that federal agents will, as necessary, be co-located at the Strike Force headquarters or otherwise provided access to Strike Force operations and planning.
2. **International movement of funds:** No direct movement of funds internationally, or transactions which are known by the Strike Force to be an interim step prior to a specifically planned, expected, or known international transfer of funds shall occur unless the federal agent(s) assigned to work with the Strike Force are provided prior notice and federal approval and participation is secured. If a federal agency has an objection to any proposed operation of the Strike Force involving international movements of money, the operation is not to proceed until the federal objections are resolved, giving federal interstate and international responsibilities and concerns appropriate deference. The Strike Force shall not directly or knowingly indirectly engage in international movements of funds without securing authorization and participation from at least one federal agency having appropriate jurisdiction.

3. **Interstate movement of funds within the United States:**

(a) **Federal notification:** A federal agent with appropriate jurisdiction assigned to work with the Strike Force (normally, an HSI Agent) must receive notification of any intended interstate movement of funds prior to the actual movement of the funds. The federal agent, upon receiving notification as provided herein, shall coordinate the Strike Force's efforts with other federal law enforcement agencies and make appropriate notification of the proposed transaction(s). If a federal agency objects to a proposed interstate movement of funds, no movement shall occur until the federal objections are resolved. The date of original federal agent notification and the absence of objection shall be specifically documented on the funds transfer authorization form. In the event of exceptional circumstances that do not allow timely prior notice to the federal agent, funds may be moved interstate upon the approval of the Director of the Strike Force, or in the absence of the Director, his/her designee. The notice required by this section shall occur as soon as practicable, but in no case longer than 48 hours after the interstate movement of funds has begun.

(b) **Recipient or involved state notification:** Strike Force interstate movements of money not otherwise involving the active participation of a federal agency shall be in coordination with law enforcement agencies in the recipient or involved other states. In operations not actively involving a federal agency, the Strike Force shall not unilaterally conduct money transfers in another state, without notifying the appropriate state, or local law enforcement agencies of the proposed activities. Nothing in this Agreement provides Strike Force members with jurisdiction beyond the geographic limits of the State of Florida. Strike Force operations are to be performed in a manner to minimize and avoid conflict with the actions of, and mission of, federal agencies and other states' law enforcement agencies.

(c) **Domestic security:** Recognizing that money laundering is an important tool of domestic and international terrorist organizations, no transfer of funds by the Strike Force shall occur until the Strike Force has checked available law enforcement intelligence databases, including, but not limited to, DICE "In-Site" to assure there is no believed connection between the proposed transfer of funds and terrorism. If there is a reasonable belief that the funds will be utilized by a terrorist organization, no transfer shall occur. Notwithstanding this prohibition, if the transfer of funds is essential to an investigation of the terrorist organization, and will substantially assist in the detection and apprehension of terrorists, or the interference with their planned objectives, upon approval of the Steering Committee, and with the approval of the primary agency investigating the terrorist organization, a transfer may occur.

***POWERS, PRIVILEGES, IMMUNITIES, COSTS, LIABILITY AND RELATED ISSUES; STRIKE FORCE SUPPORT CONSIDERATIONS:***

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. All personnel assigned to the Strike Force remain ultimately accountable to their respective employing agencies.

In turn, each employing agency remains responsible for such employees and assumes any liability for the actions of its employees while assigned to the Strike Force.

Each agency is individually responsible for securing supplemental insurance as may be desired to cover potential losses or liabilities associated with the Strike Force operation. With regard to the rental or lease of vehicles for use by the Strike Force personnel, the participating Law Enforcement Agencies of the South Florida Financial Crimes Strike Force hereby agree to the extent permitted by Law to indemnify from any liability and hold harmless the other participating Law Enforcement Agencies of the South Florida Financial Crimes Strike Force for any negligent acts or negligent omissions committed by their respective personnel while acting within the scope of their employment. Therefore, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

Each participating Law Enforcement Agency of the South Florida Financial Crimes Strike Force hereby agree to secure or otherwise maintain its own automobile liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each participating Law Enforcement Agency to adequately insure each participant's liability derived from the use of the leased or rental vehicles assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the Strike Force and agrees to bear the cost of loss or damage to its equipment, vehicles, or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude, as otherwise authorized herein, the purchase of administrative support property or resources.

Each Agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment by a Party of compensation (including overtime compensation) to the Party's officers, agents, analysts, or other personnel assigned to the Strike Force, if allowed by Florida or federal law and applicable state or federal guidelines, through the use of legally vested Strike Force funds if the Party has obtained the necessary approval and authorization for such payment from the Party's governing commission or (if a state agency) the Legislature.

The privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Agreement. Each participating Party shall bear its own liability arising from acts undertaken under the Agreement except as may be otherwise allowed under Chapter 23, Florida Statutes, and any agreement by a participant to the contrary is void. The Administrative Agency may request purchase of optional insurance or other reasonable actions by the other Parties as a means of helping reduce the Administrative Agency's exposure to claims or liability incurred solely by reason of its role as Administrative Agency in renting automobiles or entering into contractual agreements on behalf of the Strike Force. Such requests shall be approved by the Steering Committee, but if not approved, the Administrative Agency shall not be obligated to enter into any particular rental or contractual obligation on behalf of the Strike Force.

#### ***OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:***

1. **A principal goal of this Strike Force is the successful prosecution of criminal violators.** Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the Strike Force are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling Strike Force generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from Strike Force operations are likewise to receive coordinated support efforts from Strike Force members.
2. Strike Force supervisors shall monitor the efforts of Strike Force members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the Strike Force to assure the expected level of support from Strike Force members is occurring. Failure by a member of the Strike Force to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for suspension or removal from the Strike Force and reduction or elimination of the agency's share of forfeiture proceeds derived from Strike Force operations.

#### ***PRIMARY STRIKE FORCE EFFORTS;***

## ***SEMIANNUAL PROGRESS ASSESSMENT:***

1. The Strike Force has as its prime mission these primary areas of activity:
  - ✓ Money laundering investigations, including the seizure and forfeiture of funds derived from drug or other criminal activity and the investigation and prosecution of those involved in such activity;
  - ✓ Criminal investigation and prosecution of those involved in organized drug trafficking enterprises and those involved in other drug related criminal activity, and efforts to disrupt and dismantle organizations involved in such illegal activity.
2. The Parties agree to provide sufficient and continued support and personnel resources to each of the above areas of activity, in a manner and to an extent determined and approved by the Steering Committee, or as may be requested by the SAO.
3. The Steering Committee no less than twice yearly review and evaluate the progress and success of efforts in each of the primary areas of activity. To the extent resources are available, they shall be reallocated to address observed deficiencies or to otherwise better assure the balanced success of the primary Strike Force efforts.

## ***INTERPLAY OF STRIKE FORCE AGENCIES WITH FLORIDA VIOLENT CRIME AND DRUG CONTROL COUNCIL FUNDED INVESTIGATIVE EFFORTS***

The mission of the Florida Violent Crime and Drug Control Council includes providing matching funding of significant drug and money laundering investigations within the state. To the extent that any investigation funded by the Council develops leads related to significant money laundering affecting investigative efforts of any participating Strike Force agency, the Agency shall relate the leads to the Strike Force Steering Committee, and the Steering Committee shall determine whether the money laundering aspect of the Council-funded investigation warrants inclusion as a Strike Force investigation.

## ***COPY TO EACH PARTICIPATING STRIKE FORCE MEMBER:***

When this Agreement is fully executed, a copy shall be provided to each Strike Force member so that each member may be fully aware of the powers, limitations, and expectations applicable to Strike Force members and operations.

## ***TERM AND EFFECT OF AGREEMENT; OBLIGATION TO TIMELY RATIFY; MEANS OF CANCELLATION; AUTOMATIC EXTENSION; INTERIM CLARIFICATIONS OR MODIFICATIONS:***

1. This Agreement is the successor agreement to the original Agreement first establishing the predecessor Strike Force, known as the Multi-Agency Money Laundering and Anti-Drug Trafficking Strike Force ("IMPACT") and all subsequent renewals thereof. It shall be effective as to the executing Parties upon execution by the SAO and at least one other participating Agency. As each additional Party executes this Agreement, it shall be

effective as to the newly executing Party. Upon execution, this Agreement supercedes previous versions of the agreements. Failure by a Party to secure a timely ratification of this superceding agreement will result in said party's participation in the Strike Force being suspended until such time as the Party executes the Agreement.

2. This Agreement shall remain in full force as to all participating Parties until September 1, 2021, unless earlier canceled in writing by the SAO as to all or separate Parties, or as canceled in writing by an individual Party as related to that Party as provided herein. In order for the Strike Force to continue operations beyond September 1, 2021, this Agreement must be renewed in writing by the participating Parties.
3. The terms of this Agreement may be clarified or modified, consistent with state and federal law and guidelines, by supplemental Memoranda of Understanding signed by the participating parties. Any such Memorandum shall incorporate by reference this Agreement, and shall become a part of this Agreement by inclusion as an Exhibit hereto. All such Exhibits are to be sequentially lettered and labeled as an attachment. Master copies of the current Agreement will be maintained by the SAO, the FDLE Office of Mutual Aid Coordinator and by the Strike Force Director.
4. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to the attention of:

Executive Director, SFFCSF  
11200 NW 20<sup>th</sup> Street  
Suite 300  
Miami, Florida 33172

Upon receipt, originals will maintained by the Strike Force Director. Any written cancellation or extension shall be forwarded to the SFFCSF at the same address.

5. By signing the agreement, each representative of a party represents that he or she is fully authorized to enter into this agreement, and that the Party for which the representative is signing accepts the terms, responsibilities, obligations and limitations of this Agreement, and agrees to bound thereto to the fullest extent allowed by law.

*(Rest of this page intentionally left blank.)*

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\*  
\*  
\*  
\*  
\*

*IN WITNESS WHEREOF, the authorized representatives of Parties hereto sign  
on the date specified hereafter:*

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing  
body of the municipality to enter into this Agreement on behalf of the  
City of Coral Gables Police Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Mayor

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief of Police

Date: \_\_\_\_\_

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
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\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Miami Police Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Mayor

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief of Police

Date: \_\_\_\_\_

**Party's Acceptance of September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
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\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of North Miami Police Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Mayor

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief of Police

Date: \_\_\_\_\_

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
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\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Miami Gardens Police Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Mayor

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief of Police

Date: \_\_\_\_\_

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

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**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Town of Surfside Police Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Mayor

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief of Police

Date: \_\_\_\_\_

-----*End of Signature Pages, Attachments Follow*-----

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Doral Police Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Mayor

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief of Police

Date: \_\_\_\_\_

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Golden Beach Police Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Sheriff

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Sheriff (if above signed by Chief Executive Officer of County)

Date: \_\_\_\_\_

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
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\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of The School Board of Miami Dade County, Florida**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Sheriff

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing  
body of the municipality to enter into this Agreement on behalf of the  
Village Of Indian Creek Police Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Sheriff

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Miami Springs Police Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Sheriff

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Florida International University Police Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Sheriff

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf for the Office of the State Attorney of the Eleventh Judicial Circuit of Florida (In and For Miami-Dade County, Florida):**

\_\_\_\_\_  
Signature

Katherine Fernandez-Rundle  
State Attorney

Date: \_\_\_\_\_

**Party's Acceptance of the September 2018 SOUTH FLORIDA FINANCIAL CRIMES STRIKE  
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

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Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

\*\*\*\*\*

**I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the (Left Blank for Future Police Department).**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Title:

☐ Sheriff

☐ Chief Executive Officer, to wit: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A:**  
**Strike Force Forfeitures and Seizures Directive (Rev. 10/06)**

- A. **FORFEITURE** - means anything that is taken into custody by the SFFCSF investigators that falls under the Florida Forfeiture and Contraband Act. In general, all Asset Forfeitures will be conducted under Coral Gables Police Department procedures.
1. All property that is taken under forfeiture will be:
    - a. Placed into the Coral Gables Police Department Property Unit or, as in case of vehicles, recorded on Coral Gables Police Department Vehicle Storage Reports after inventory search. (See attached Coral Gables Police Department Policy number #050)
    - b. All property will be listed in the Coral Gables P.D. Case Report and copies forwarded to the appropriate forfeiture attorney by 5pm the next business day.
- B. **SEIZURE OF CONTRABAND** - means taking into custody anything illegal to possess. (See Currency Handling Procedures)
1. All seizures will be placed in the Coral Gables Police Department Property Unit or applicable seizing agency.
  2. All property that is taken into custody will be:
    - a. Fully documented on Coral Gables Police Department Property Receipt.
    - b. All seizures will be listed in the Forfeiture/ Confiscation's Report and copies sent within 24 hours to the Dade County SAO Forfeiture Attorneys and the Confiscation Unit.
  3. In all instances where controlled substances are seized that are in the amount which warrants trafficking charges or instances where monies are seized in excess of \$1,000, the SFFCSF will assign at least three investigators to the custody of the contraband or monies. The investigators will maintain custody until the controlled substance or monies are placed into the Coral Gables Police Department Property/Evidence room or applicable seizing agency.
  4. In all seizures, it is required to complete the SFFCSF ZY Entry Form. This form is to be completed by the case agent.

**ATTACHMENT B**  
**Strike Force Evidence Directive**

- A. Each investigator is responsible for the evidence he or she has the occasion to purchase or seize. All controlled substances are to be treated in a very thorough and careful manner.
- B. All evidence will be turned in to the Coral Gables Police Department Property/Evidence Unit as soon as possible after its seizure.
- C. Evidence will not be stored in any facility other than the Coral Gables Police Department Property Unit (i.e., desk, lockers, etc.). Controlled substances will always be checked into the Coral Gables Police Department Property Unit prior to the end of the investigator's tour of duty.
- D. Tests of controlled substances to establish probable cause will be done at the scene by the impounding investigator and the results documented in the SFFCSF Report.
- E. Chemical analysis of controlled substances will be performed by the Miami-Dade Crime Lab or other facility as determined by the Task Force Deputy Director. The investigator is responsible for:
  - Coral Gables Property Receipt
  - Miami Dade County Lab Analysis Form
  - Miami Dade County Property Receipt with Miami Dade County Case number.
- F. Three investigators are required when handling trafficking amounts of controlled substances or amounts of currency in excess of \$1,000.
- G. When an arrest for a controlled substance is made, the arresting investigator will be responsible for maintaining the integrity of the evidence, until it is turned in to the Coral Gables Property/Evidence unit.

\* As the Coral Gables Police Department is our primary evidence repository see attached Coral Gables Police Department SOP #050 (Evidence and Property) in order to comply with those regulations.

**ATTACHMENT C**  
**Florida's Mandatory Statewide Forfeiture Guidelines**  
**(These Apply To ALL Florida Law Enforcement Agencies Independent of This Agreement)**

**Guidelines and Training Procedures**  
**To Be Used By State and Local Law Enforcement Agencies**  
**And State Attorneys in Implementing**  
**The Florida Contraband Forfeiture Act**

**I. Policy Statement**

The Florida Contraband Forfeiture Act, Sections 932.701 through 932.707, Florida Statutes, (Act) authorizes law enforcement agencies to seize and forfeit real and personal property, including currency, vehicles, aircraft, and other contraband articles that are used in violation of the Act.

The Act also allows seizure and forfeiture of any controlled substance as defined in Chapter 893, Florida Statutes, or any substance, device, paraphernalia, or currency or other means of exchange that was used, was attempted to be used, or was intended to be used in violation of any provision of Chapter 893, Florida Statutes if a nexus can be clearly demonstrated between the article(s) seized and the narcotics activity, whether or not the use of the contraband article(s) can be traced to a specific narcotics transaction.

It is the policy of the State of Florida that law enforcement agencies shall utilize the provisions of the Act to deter and prevent the continued use of contraband articles for criminal purposes while protecting the proprietary interests of innocent owners and lien holders and to authorize such law enforcement agencies to use the proceeds collected under the Act as supplemental funding for authorized purposes. The potential for obtaining revenues from forfeitures must not override fundamental considerations such as public safety, the safety of law enforcement officers, or the investigation and prosecution of criminal activity.

It is also the policy of this state that law enforcement agencies ensure that, in all seizures made under the Act, their officers adhere to federal and state constitutional limitations regarding an individual's right to be free from unreasonable searches and seizures, including, but not limited to, the illegal use of stops based on a pretext, coercive consent searches, or a search based solely upon an individual's race or ethnicity.

The Act provides procedural safeguards for those claiming or having an interest in the seized property, including bona fide lien holders, lessors, and innocent co-owners. The Act complements the other options available to Florida law enforcement agencies in addressing criminal activity, is a valuable tool of law enforcement to be used by Florida law enforcement agencies to assist their law enforcement mission, and is to be preserved and wisely used as a valuable weapon in Florida's law enforcement arsenal.

**II. Purpose**

The purpose of these Uniform Standards is to provide statewide guidelines for law enforcement policies and procedures used in seizing, maintaining, and forfeiting property under the Act and to provide training procedures to be used by state and local law enforcement agencies and state attorneys in implementing the Act. Compliance with these Standards will enhance the goal of establishing more uniform forfeiture practices throughout the state. These Uniform Standards are to be interpreted in a manner to assure that to the greatest extent possible there is uniformity of policy and procedure throughout the state. It is not the intent or purpose of these Standards to create new rights of parties or new defenses to forfeiture actions. All rights and actions are defined by the substantive provisions of the Act itself or other applicable law.

### III. Principles

The following principles should be incorporated within the policies and procedures of any state or local law enforcement agency involved in the seizure and forfeiture of property under the Act-

- A. **LAW ENFORCEMENT IS THE PRINCIPAL OBJECTIVE OF ASSET FORFEITURE.** The potential for obtaining revenues from forfeitures must not override fundamental considerations such as public safety, the safety of law enforcement officers, the investigation and prosecution of criminal activity, and respect for the rights of individuals as provided by law.
- B. The employment, salary, promotion or other compensation of a law enforcement officer or attorney should not depend on obtaining a quota of seizures.
- C. Agencies should ensure, through the use of written policy and procedures and training, compliance with all applicable legal requirements regarding seizing, maintaining, and forfeiting property under the Act.
- D. When property other than currency is seized for forfeiture, the probable cause supporting the seizure should be promptly reviewed by a supervisor who is not directly involved in making the seizure. The determination of whether to seize currency must be made by supervisory personnel. The agency's legal counsel must be notified as soon as possible of all seizures.
- E. The determination of whether an agency will file a civil forfeiture action should be made by the agency head or other command level designee who is not directly involved in making the seizure.
- F. Every seizing agency should have policies and procedures promoting, when there is no other legitimate basis for holding seized property, the prompt release of such property as may be required by the Act or by agency determination. To help assure that property is not wrongfully held after seizure, every agency shall have policies and procedures ensuring that all asserted claims of interest in seized property are promptly reviewed for potential validity.
- G. A seizing agency may not use the seized property for any purpose until the rights to, interest in, and title to the seized property are perfected in accordance with the Act. This does not prohibit the use or operation necessary for reasonable maintenance of seized property. Reasonable efforts shall be made to maintain seized property in such a manner as to minimize loss of value.
- H. Settlement of any forfeiture action shall be consistent with the mandates of the Act and in compliance with agency policy or directive.
- I. All forfeited property retained for law enforcement use should be maintained and utilized in accordance with the Act, and should be subject to the same controls with regard to property acquired through the agency's normal appropriations process.
- J. Any agency receiving forfeiture proceeds should maintain such moneys in a special fund as provided by law, which is subject to normal accounting controls and financial audits of all deposits and expenditures. If the seizing agency is a county or municipal agency, the proceeds and interest thereon may not be used to meet normal operating expenses of the law enforcement agency. Seizing agencies must file reports as required by the Act.
- K. Each state or local law enforcement agency that seizes property for the purposes of forfeiture shall periodically review the agency's seizures of property, as well as settlements and forfeiture proceedings initiated by the agency to determine whether such seizures, settlements and forfeitures comply with the Act and these Standards. Such review should occur at least annually. If the review suggests deficiencies, the agency shall promptly move to ensure the agency's compliance with the Act and these Standards.
- L. Agencies should avoid the appearance of impropriety in the acquisition, sale, retention, or transfer of any forfeited property or proceeds derived from such property.

M. Agency personnel involved in the seizure of property for forfeiture shall receive periodic training as noted in Section IV, below.

#### **IV. Training Procedures**

Each state or local law enforcement agency shall ensure that its officers involved in seizing property for forfeiture under the Act receive basic training and continuing education as required by the Act. Each agency shall maintain records demonstrating an officer's compliance with these training requirements. A portion of such training must address legal aspects of forfeiture, including search and seizure, or other constitutional considerations.

(End of Mandatory Forfeiture Guidelines).

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End Of September, 2018 Mutual Aid Agreement and Attachments

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**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: December 3, 2018

Name of Requestor: Daniel Dietch

Organization: Town of Surfside

Address: 9383 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: 305.861.4863 / ddietch@townofsurfsidefl.gov

Name of Individual / Organization to be honored:

Alfred Cooper

Title for Proclamation or Certificate:

Alfred Cooper Garage

Date of Recognition: December 11, 2018

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

See attached.

Document is to be:

- Presented at a Commission Meeting in December 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, Alfred B. Cooper was hired on September 4, 1986 as a full time Refuse Collector for the Solid Waste Department; and,*

*Whereas, on January 11, 1996, he had a title change to Solid Waste Truck Operator and was then promoted to Solid Waste Supervisor on June 13, 1996; and*

*Whereas, has served as an employee for 32 years and has been a mentor to the Solid Waste staff; and*

*Whereas, Cooper was a hard worker and did what was asked of him with a big smile on his face and a great attitude; and*

*Whereas, no job was too big or too small for Cooper which is why he represented all that is good in public service; and*

*Whereas, the Town recognizes Cooper as a quiet, strong, loyal leader and is respected as such by Solid Waste staff and the community; and*

*Whereas, he will be missed by Public Works personnel, Town staff, and the community he proudly served; and*

*Whereas, The Town of Surfside wishes to honor Alfred B. Cooper by dedicating the Town Hall Garage to an extraordinary person and pay homage to his stellar service to the Town of Surfside upon his retirement on December 28, 2018; and*

*Now, therefore, I, Daniel Dietch, Mayor of the Town of Surfside, Florida, by the power vested in me, do hereby proclaim the garage, located at the Town of Surfside Town Hall, 9293 Harding Avenue, is hereby dedicated in honor of Alfred B. Cooper to forever be known as the:*

*Alfred B. Cooper Garage*

*In witness thereof, I have hereunto set my hand this 11<sup>th</sup> day of December, 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: December 3, 2018

Name of Requestor: Daniel Dietch

Organization: Town of Surfside

Address: 9383 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: 305.861.4863 / ddietch@townofsurfsidefl.gov

Name of Individual / Organization to be honored:  
Hector Perez

Title for Proclamation or Certificate:  
Hector I. Perez Café

Date of Recognition: December 11, 201

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

Document is to be:

- Presented at a Commission Meeting in December 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, Hector I. Perez was hired on December 11, 1984 as a full time Custodian for the Parks and Recreation Department; and,*

*Whereas, on January 18, 2001, he was transferred to the Public Works Department as a full time Janitor and then had a title change to General Service Worker on April 2, 2012; and*

*Whereas, prior to being employed by the Town of Surfside, Hector worked for the Twelve Caesars Hotel and Sheldon's Drug Store in Town from 1969 to 1984; and*

*Whereas, he has always gone above and beyond his scope of duties and represented all that is good in public service; and*

*Whereas, Hector served as a volunteer for the Holiday Toy Drive Giveaway from 2009 through 2018; and*

*Whereas, he delivered the best invocations, even if you didn't understand what he was saying, you got the message; and*

*Whereas, Hector is irreplaceable and indispensable and is the glue that kept staff and the community together; and*

*Whereas, during his tenure, over 1,000 pounds were gained by Town staff thanks to Hector's delicious food and has become notorious to all for his morning and afternoon "Cafecito"; and*

*Whereas, the Town recognizes his loyalty, integrity, work ethic, and dedicated service to the Town of Surfside; and*

*Whereas, he will be missed by Public Works personnel, Town staff, and the community he proudly served and*

*Whereas, The Town of Surfside wishes to honor Hector I. Perez by dedicating the Town Hall break room to an extraordinary person and pay homage to his stellar service to the Town of Surfside upon his retirement on December 28, 2018; and*

*Now, therefore, I, Daniel Dietch, Mayor of the Town of Surfside, Florida, by the power vested in me, do hereby proclaim the break room, located at the Town of Surfside Town Hall, 9293 Harding Avenue, is hereby dedicated in honor of Hector I. Perez to forever be known as the:*

*Hector I. Perez Cafe*

*In witness thereof, I have hereunto set my hand this 11<sup>th</sup> day of December, 2018.*

---

*Daniel Dietch, Mayor  
Town of Surfside, Florida*



## MEMORANDUM

ITEM NO. 4A1

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** December 11, 2018

**Subject:** Aggregated Single Family Lots

The Town Commission requested the Planning and Zoning Board (Board) address the effects of aggregation of single-family lots. Staff prepared a memorandum and ordinance with amended changes to Section 90-45 Setbacks of the Code of Ordinances (Code). The Planning and Zoning Board reviewed these changes and asked staff to clarify the impact on pie-shaped lots within the H30A and H30B residential zoning districts. It was determined that many, if not all, of the existing pie shaped lots are already aggregated. After multiple reviews and simplification of the originally proposed language, the Planning and Zoning Board decided the language should be consistent for all aggregated lots, regardless of the configuration of the lot.

On November 13, 2018, the Town Commission reviewed the ordinance which proposed increase the interior side setbacks from 10% to 15% for properties which consist of more than one platted lot. The Town Commission directed staff to revise the ordinance to increase the side setbacks to 20% as well as include the secondary frontage/corner setback to 20%. The ordinance also limits the amount of square footage permitted on the second floor of an aggregated lot to no more than 64% of the first floor.

Aggregated Lot (100' x 112')					
Setbacks			Lot Coverage		
Existing Code	15% Increase	20% Increase			
Front: 20 feet	20 feet (no change)	20 feet (no change)	Lot Size: 100'x112' = 11,200 sq. ft.		
Rear: 20 Feet	20 feet (no change)	20 feet (no change)	Maximum Lot Coverage: 4,480 sq. ft.		
Side: 10 feet	15 feet	20 feet	Maximum Second Floor Coverage: 64% of the first floor		
Side: 10 feet	15 feet	20 feet			
Building Footprint			Total Square footage decreases		
Existing Code	15% Increase	20% Increase	Existing Code	15% setback increase	20% setback increase
1 <sup>st</sup> Floor 72'x80' (but capped by lot coverage) 4,480 sq.ft.	1 <sup>st</sup> Floor 72 x70' (but capped by lot coverage) 4,480 sq.ft.	1 <sup>st</sup> Floor 72 X 60 4,320 sq ft	8,064 sq.ft.	Reduction of 717 sq.ft.	Reduction of 980 sq ft
2 <sup>nd</sup> Floor (80% of 1 <sup>st</sup> Floor) 3,584 sq.ft.	2 <sup>nd</sup> Floor (64% of 1 <sup>st</sup> Floor) 2,867 sq.ft.	2 <sup>nd</sup> Floor (64% of 1 <sup>st</sup> Floor) 2,764 sq.ft.			
8,064 square feet	7,347 square feet	7,084 square feet			

The modification of side setbacks from 10% to 15% decreases maximum square footage by 717 square feet. The modification of side setbacks from 10% to 20% decreases maximum square footage by 980 square feet.

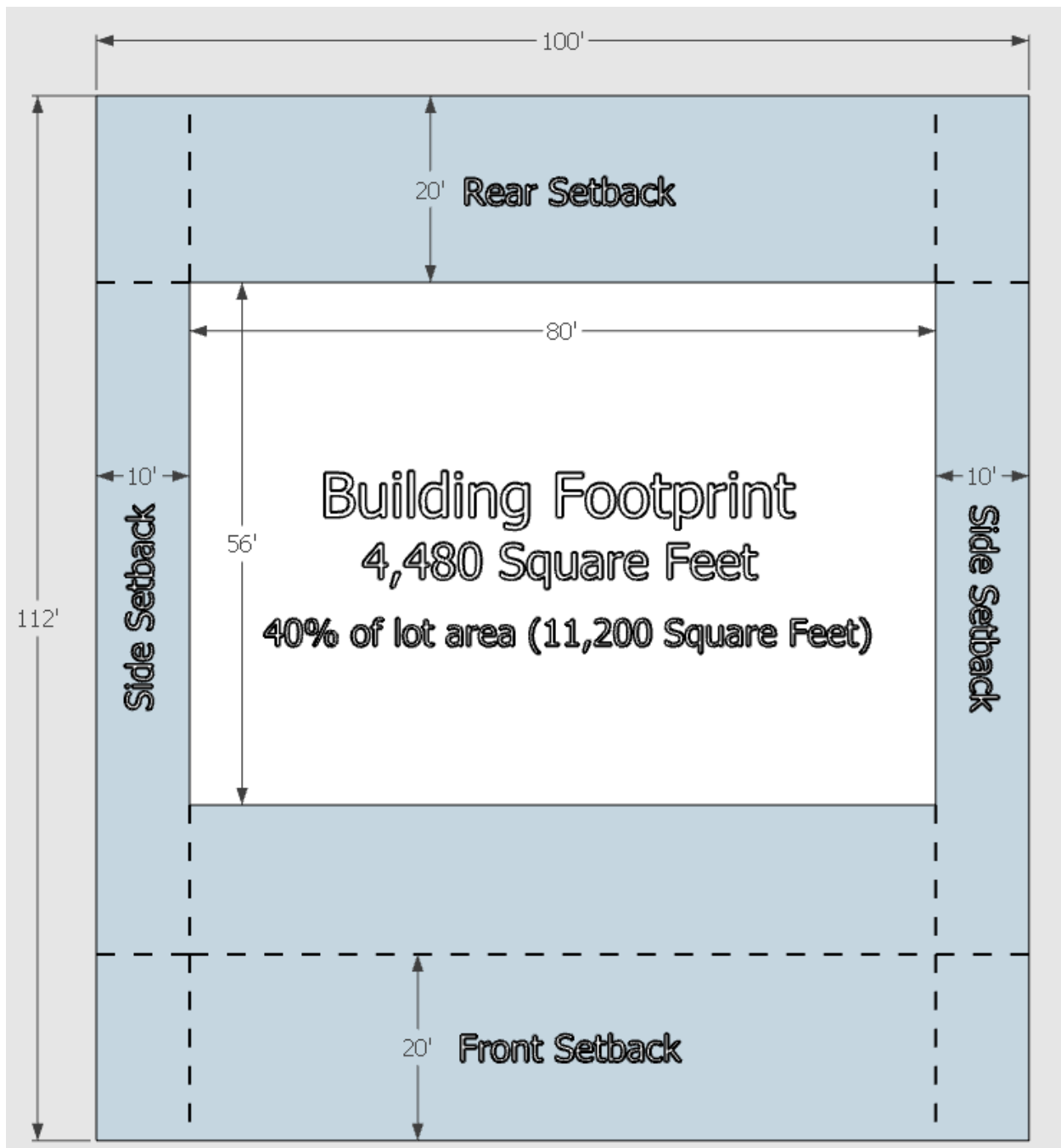
Staff seeks direction from the Town Commission on which percentage is preferred for the side setbacks.

Reviewed by GO

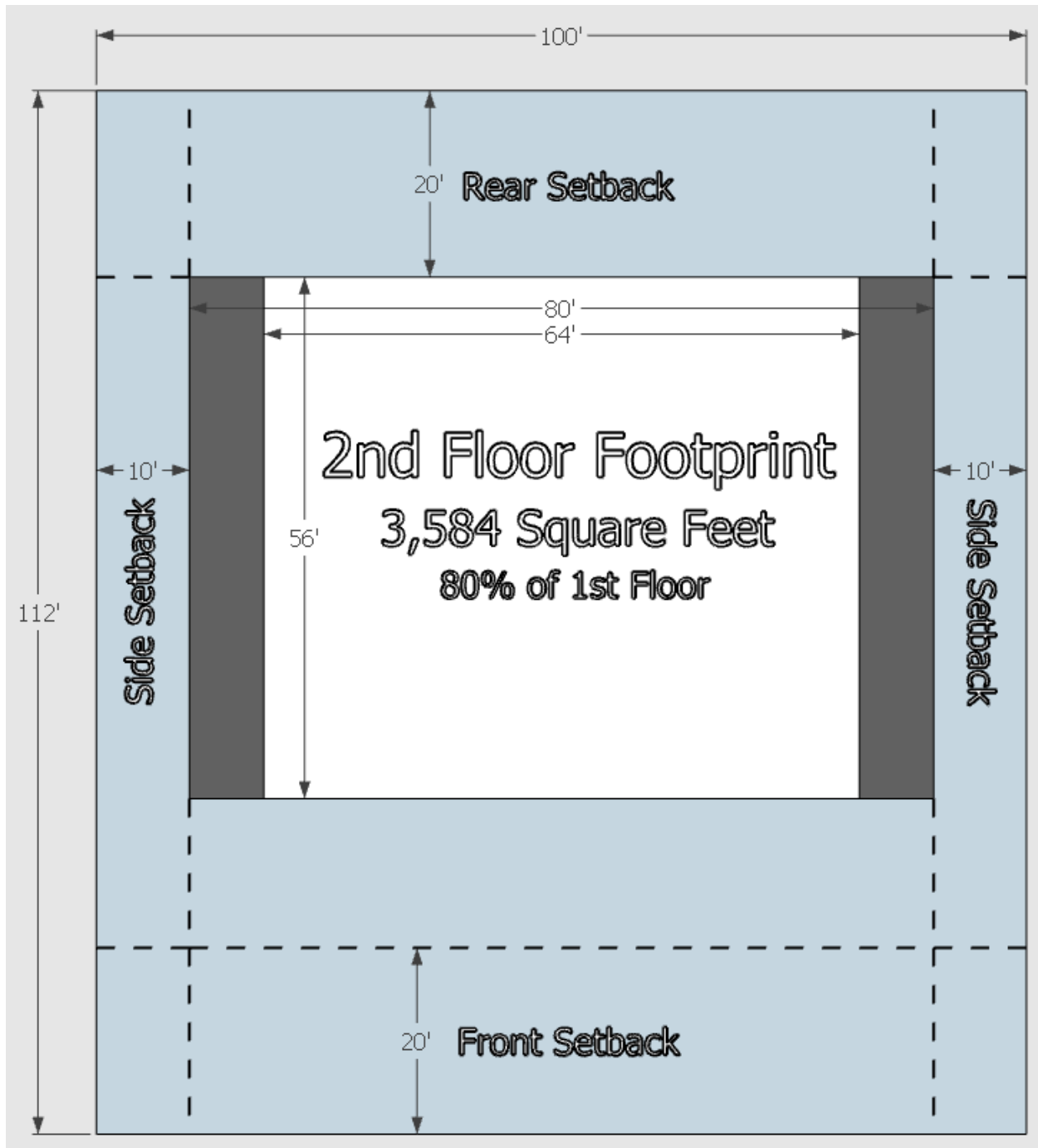
Prepared by SSG

### **Graphic 1:**

20' Front and Rear Setback and 10' Side Setback



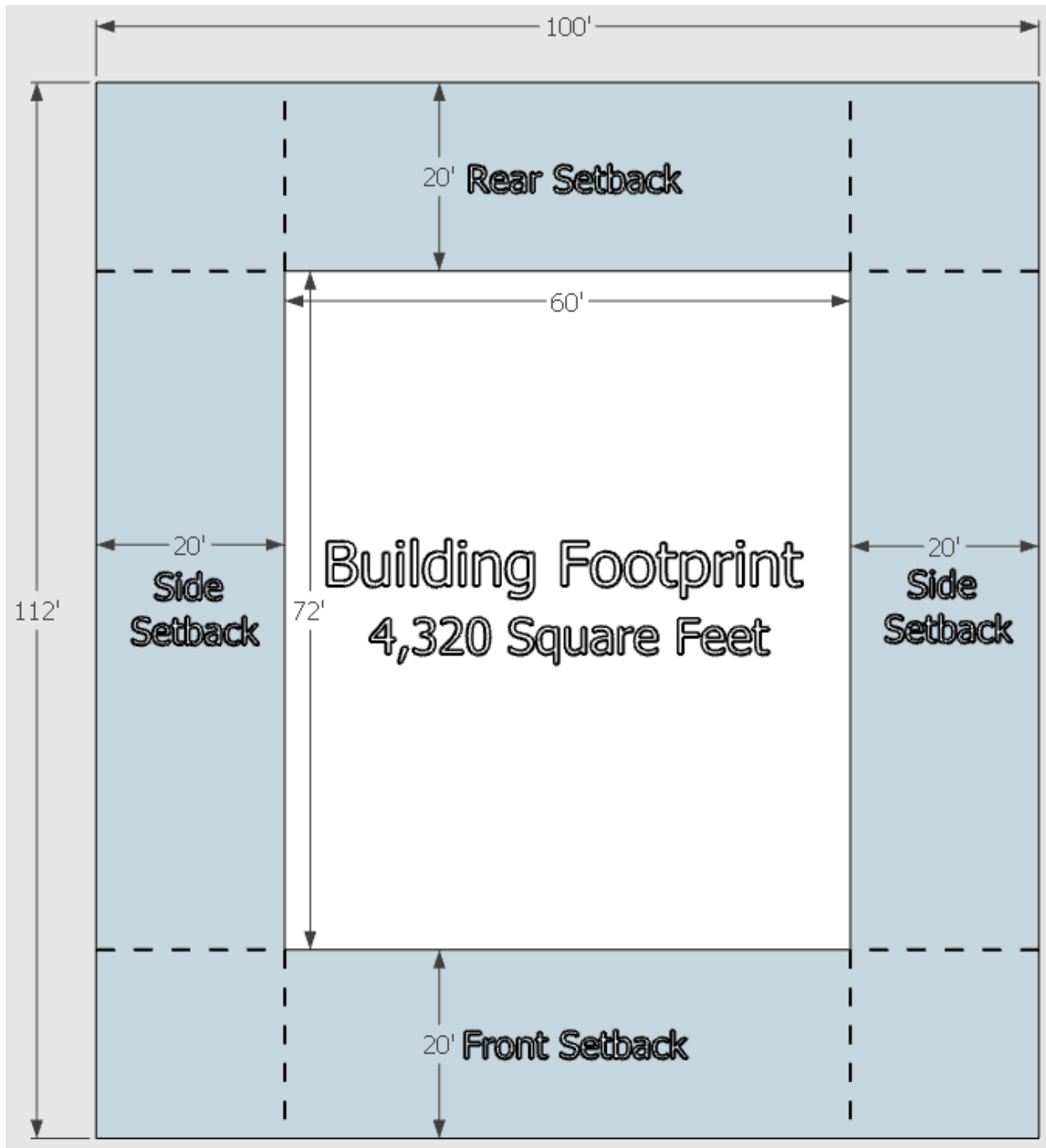
*Main Structure Footprint*



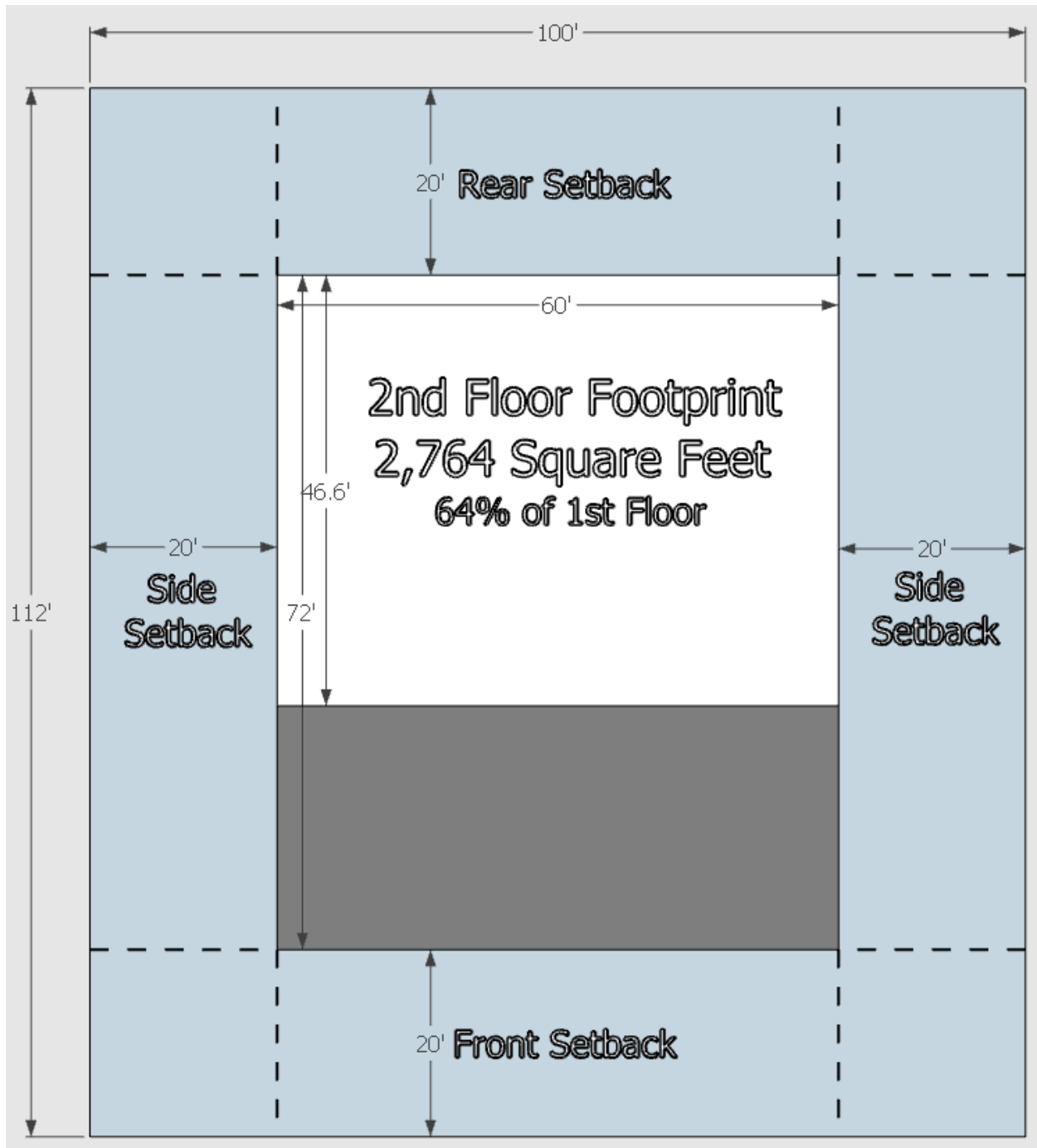
*Second Floor Footprint*

## **Graphic 2:**

20' Front, Rear and Side Setbacks



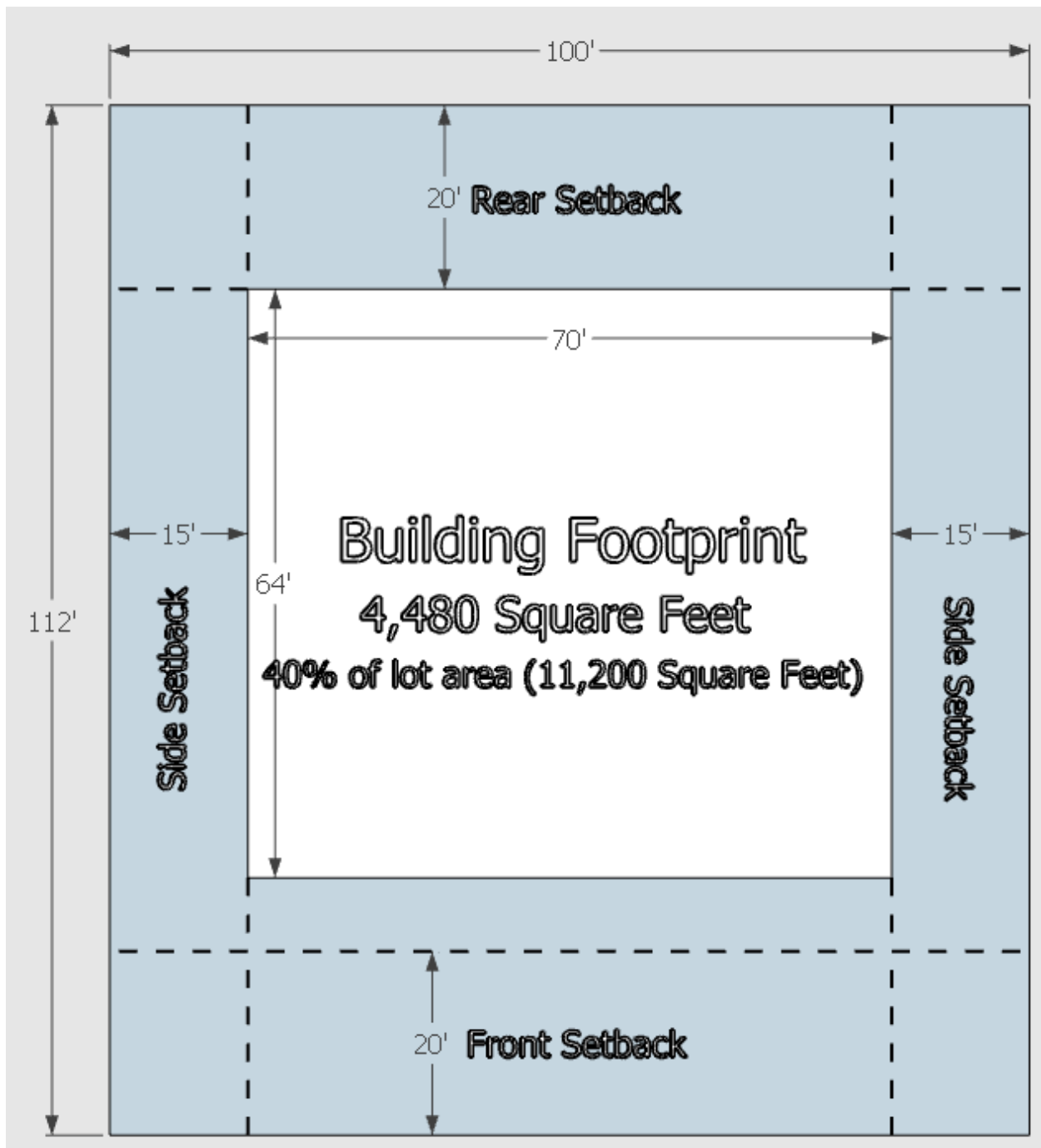
*Main Structure Footprint*



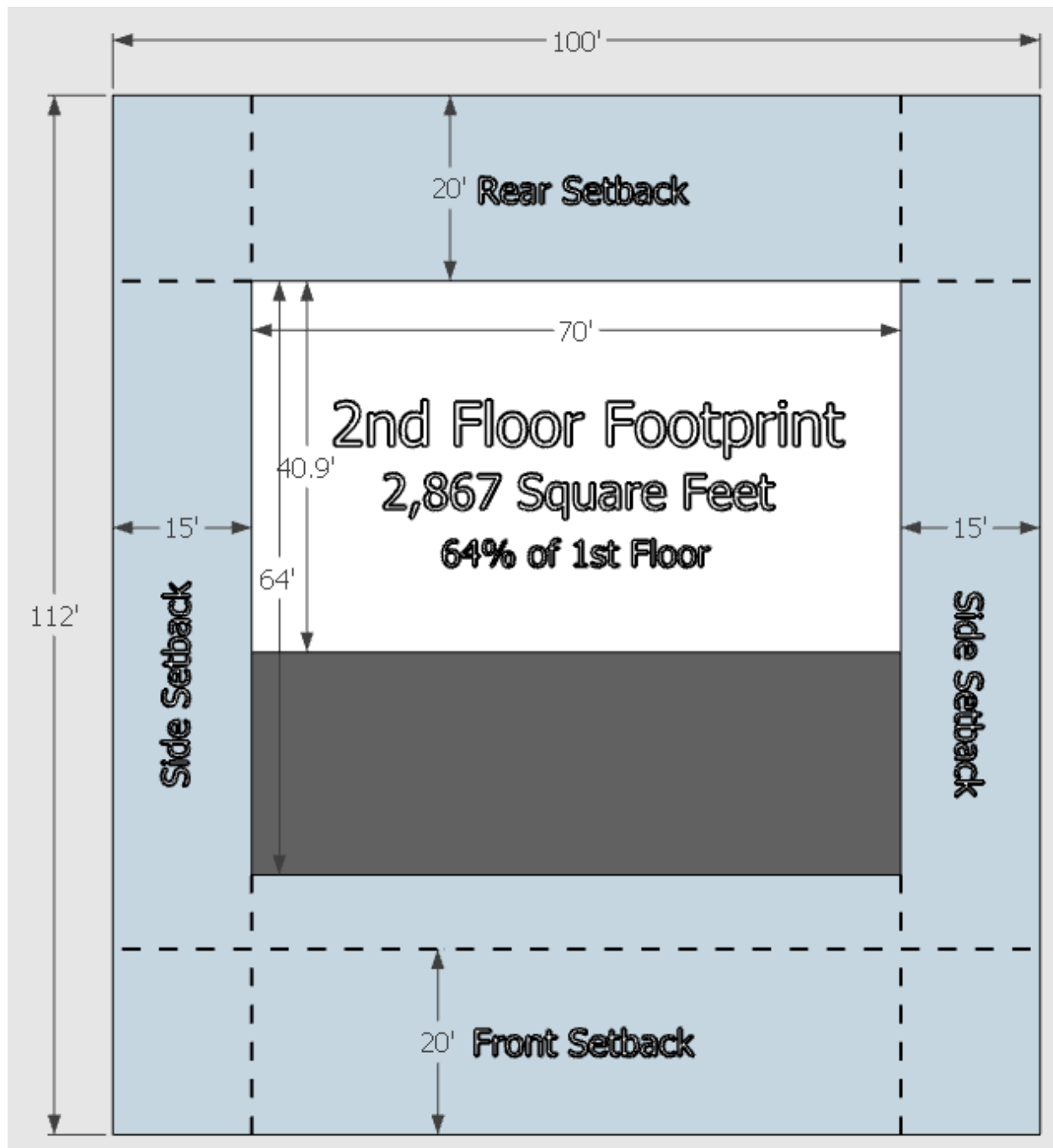
*Second Floor Footprint*

### **Graphic 3:**

20' Front and Rear Setback and 15' Side Setback



*Main Structure Footprint*



*Second Floor Footprint*

**ORDINANCE NO. 18 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA  
AMENDING SECTION 90-45 “SETBACKS” OF “CHAPTER  
90 ZONING” OF THE TOWN OF SURFSIDE CODE OF  
ORDINANCES TO PROVIDE SETBACKS AND MAXIMUM  
SECOND STORY FLOOR AREAS FOR CERTAIN LOTS IN  
THE H30A AND H30B ZONING DISTRICTS; PROVIDING  
FOR REPEAL OF CONFLICTING PROVISIONS;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
INCLUSION IN THE CODE; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

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

4       **WHEREAS**, the Town Commission finds that the development of a single family structure  
5 on an aggregation of single family lots can create an over-sized dwelling which is incompatible  
6 with the surrounding neighborhood; and

7       **WHEREAS**, the Commission desires to encourage development consistent and  
8 compatible with the existing residential scale of the Town and therefore chooses to reduce the  
9 likelihood of over-development of lots within the single family neighborhoods; and

10       **WHEREAS**, the Commission directed the Planning and Zoning Board to review, analyze  
11 and make recommendations for zoning strategies to prevent development of over-sized  
12 incongruous with the character of the Town; and

13       **WHEREAS**, the Planning and Zoning Board recommended revisions to the setbacks and  
14 second story floor areas limitations for aggregated single family lots; and

15       **WHEREAS**, the Town Commission held its first public hearing on these regulations on  
16 August 14, 2018; and

17       **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has  
18 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a duly  
19 noticed hearing on August 30, 2018, September 27, 2018, and October 25, 2018; and

20       **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing  
21 on these regulations as required by law on November 13, 2018 and December 11, 2018; and

22  
23       **WHEREAS**, the Town Commission hereby finds and declares that adoption of this  
24 Ordinance is necessary, appropriate, and advances the public interest.  
25

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

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

30       **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,  
31 Section 90-45 “Setbacks” of Chapter 90 “Zoning” is hereby amended as follows<sup>1</sup>:

32       Sec. 90-45. - Setbacks.

33       (a) *Massing*:

- 34       (1) *Required massing—Generally.* The development of new single-family structures and additions  
35 to existing single-family structures shall abide by height and massing regulations.

36       Massing regulations are based on the height of the structure and are delineated between (a)  
37 single and multi-story structures (b) new structures or additions to existing structures and (c) the  
38 ratio of area of the first story to the area of the upper stories.

39       ~~The area of the upper stories (wall plane greater than 15 feet in height) for new structures and~~  
40 ~~additions to existing single-story structures shall not exceed 80 percent of the area of the first~~  
41 ~~story.~~

- 42       (2) *Required Massing—New single-story structures and single-story additions to single-story*  
43 *structures in H30A and H30B districts.* The following table shall be utilized for new single-story  
44 structures and single-story additions to existing single-story structures (up to 15 feet in height) in  
45 both the H30A and H30B districts.

H30A and H30B (SINGLE-STORY STRUCTURES UP TO 15 FEET IN HEIGHT)	PERCENTAGE
Maximum Lot Coverage	40%
SINGLE STORY STRUCTURES	MINIMUM SETBACK
Primary frontage	20 FT
Interior side (lots equal to or less than 50 feet in width)	5 FT

<sup>1</sup> Additions to text are shown in underline. Deletions to text are shown in ~~striketrough~~. Additions after first reading are shown in double underline. Deletions after first reading are shown in ~~double striketrough~~.

<del>Interior side (lots over 50 feet but less than 100 feet in width in H30A)</del>	<del>10% of the frontage</del>
Interior side (lots over 50 feet <del>but less than 75 feet</del> in width <del>in H30B</del> )	10% of the frontage
Interior side (when the site consists of more than one lot of record, as shown on <del>plats in effect on November 13, 2018 (100 feet or greater in width in H30A)</del> )	<del>15-20% of the frontage</del>
<del>Interior side (75 feet or greater in width in H30B)</del>	<del>15% of the frontage</del>
Rear	20 FT
Secondary frontage (Corner only)	10 FT
Secondary frontage (corner only)(when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018	20% of the frontage

46

- 47 (3) *Required Massing—Single-family homes within the H30A and H30B districts.* For single-family  
48 homes within the H30A and H30B districts, the following table shall be utilized for new multi-story  
49 structures or multi-story additions (additions greater than 15 feet in height) to existing single-story  
50 structures where the upper-story floor area is less than 50 percent of first-story floor area. Where  
51 provided both the minimum and average setback shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS LESS THAN 50% OF FIRST STORY FLOOR AREA	PERCENTAGE
Maximum Lot Coverage	40%
FIRST STORY (UP TO 15 FT IN HEIGHT)	SETBACK
Primary frontage	Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)	Minimum 5 FT
Interior side (lots over 50 feet <del>but less than 100 feet</del> in width <del>in H30A</del> )	Minimum 10% of the frontage

<del>Interior side (lots over 50 feet but less than 75 feet in width in H30B)</del>	<del>Minimum 10% of the frontage</del>
<u>Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)</u> - <del>(100 feet or greater in width in H30A)</del>	<u>15%-20% of the frontage</u>
<del>Interior side (75 feet or greater in width in H30B)</del>	<del>15% of the frontage</del>
Rear	Minimum 20 FT
Secondary frontage (Corner only)	Minimum 10 FT
<u>Secondary frontage (corner only)(when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018</u>	<u>20% of the frontage</u>
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT	SETBACK
Primary frontage	Minimum 20 FT
	Average 22.5 FT
Interior side (lots equal to or less than 50 feet in width)	Minimum 5 FT
	Average n/a
Interior side (lots greater than 50 feet in width)	Minimum 10% of lot frontage
	Average n/a
<u>Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)</u>	<u>15-20% of the frontage</u>
	<u>Average n/a</u>

Rear	Minimum 20 FT
	Average n/a
Secondary frontage (corner only)	Minimum 10FT
	Average 12.5 FT
<u>Secondary frontage (corner only)(when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018</u>	<u>20% of the frontage</u>
	<u>Average 20% plus 5 FT</u>

52

- 53 (4) *Required massing—New multi-story structures or multi-story additions.* For single-family homes  
54 within the H30A and H30B districts, the following table shall be utilized for new multi-story  
55 structures or multi-story additions (additions greater than 15 feet in height) to existing single-story  
56 structures where the upper-story floor area is 50 percent to 64 percent of first-story floor area.  
57 Where provided, both the minimum and average setbacks shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS 50% TO 64% OF FIRST STORY AREA	PERCENTAGE
Maximum Lot Coverage	40%
FIRST STORY (UP TO 15 FT IN HEIGHT)	Setback
Primary frontage	Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)	Minimum 5 FT
Interior side (lots over 50 feet <del>but less than 100 feet</del> in width <del>in H30A</del> )	Minimum 10% of the frontage
<del>Interior side (lots over 50 feet but less than 75 feet in width in H30B)</del>	<del>Minimum 10% of the frontage</del>
<u>Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018) <del>(100 feet or greater in width in H30A)</del></u>	<u>15%-20%-of the frontage</u>

<del>Interior side (75 feet or greater in width in H30B)</del>		<del>15% of the frontage</del>
Rear		Minimum 20 FT
Secondary frontage (Corner only)		Minimum 10 FT
<u>Secondary frontage (corner only)(when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018</u>		<u>20% of the frontage</u>
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT		SETBACK
Primary frontage		Minimum 20 FT
		Average 25 FT
Interior side (lots equal to or less than 50 feet in width)	H30A - Wall length is equal to or less than 20% of the lot depth	Minimum 5 FT
		Average n/a
	H30A - Wall length is greater than 20% of the lot depth	Minimum 5 FT
		Average 7.5 FT
	H30B - Wall length is equal to or less than 25% of the lot depth	Minimum 5 FT
		Average n/a
	H30B - Wall length is greater than 25% of the lot depth	Minimum 5 FT
		Average 7.5 FT
Interior side (lots greater than 50 feet in width)	H30A - Wall length is equal to or less than 20% of the lot depth	Minimum 10% of lot frontage
		Average n/a
		Minimum 10% of lot frontage

	H30A - Wall length is greater than 20% of the lot depth	Average 15% of the frontage
	H30B - Wall length is equal to or less than 25% of the lot depth	Minimum 10% of the frontage
		Average n/a
	H30B - Wall length is greater than 25% of the lot depth	Minimum 10% of lot frontage
		Average 15% of the frontage
	<u>Interior sides (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)</u>	<u>H30A or H30B</u>
<u>20% of the frontage plus 5 FT</u>		
Rear		Minimum 20 FT
		Average n/a
Secondary frontage (corner only)		Minimum 10 FT
		Average 15 FT
<u>Secondary frontage (corner only)(when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)</u>		<u>20% of the frontage</u>
		<u>Average 20% plus 5 FT</u>

58

- 59 (5) *Required Massing—New multi-story structures or multi-story additions (additions greater than 15*  
60 *feet in height) to existing single-story structures where the upper-story floor area is 65 percent to*  
61 *80 percent of first-story floor area. For single family homes within the H30A and H30B districts,*  
62 *the following table shall be utilized for new multi-story structures or multi-story additions (additions*  
63 *greater than 15 feet in height) to existing single-story structures where the upper-story floor area*  
64 *is 65 percent to 80 percent of first-story floor area. Where provided, both the minimum and*  
65 *average setbacks shall be utilized.*

H30A AND H30B UPPER STORY FLOOR AREA IS 65% TO 80% OF FIRST STORY FLOOR AREA		PERCENTAGE
<del>Lots in H30A 100 feet or greater in width and lots in H30B 75 feet or greater in width are not eligible to build a second story with more floor area than 64% of the first floor</del>	<del>Maximum Lot Width in H30A</del>	<del>less than 100 feet</del>
	<del>Maximum Lot Width in H30B</del>	<del>less than 75 feet</del>
<u>This Section applies only when the site consists of a single lot of record, as shown on plats in effect on November 13, 2018</u>		
Maximum Lot Coverage		40%
FIRST STORY (UP TO 15 FT IN HEIGHT)		SETBACK
Primary frontage		Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)		Minimum 5 FT
<del>Interior side (lots over 50 feet but less than 100 feet in width in H30A): Lots in the H30A 100 feet or greater in width are not eligible to build more than 64% of the first floor)</del>		Minimum 10% of the frontage
<del>Interior side (lots over 50 feet but less than 75 feet in width in H30B): Lots in the H30B 75 feet or greater in width are not eligible to build more than 64% of the first floor)</del>		<del>Minimum 10% of the frontage</del>
Rear		Minimum 20 FT
Secondary frontage (Corner only)		Minimum 10 FT
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT		Setback
Primary frontage		Minimum 20 FT
		Average 30 FT

Interior side (lots equal to or less than 50 feet in width)	H30A - Wall length is equal to or less than 20% of the lot depth	Minimum 5 FT
		Average n/a
	H30A - Wall length is greater than 20% of the lot depth	Minimum 5 FT
		Average 10 FT
	H30B - Wall length is equal to or less than 25% of the lot depth	Minimum 5 FT
		Average n/a
	H30B - Wall length is greater than 25% of the lot depth	Minimum 5 FT
		Average 10 FT
Interior side (lots greater than 50 feet in width)	H30A - Wall length is equal to or less than 20% of the lot depth	Minimum 10% of lot frontage
		Average n/a
	H30A - Wall length is greater than 20% of the lot depth	Minimum 10% of lot frontage
		Average 20% of the frontage
	H30B - Wall length is equal to or less than 25% of the lot depth	Minimum 10% of lot frontage
		Average n/a
	H30B - Wall length is greater than 25% of the lot depth	Minimum 10% of lot frontage
		Average 20% of the frontage
Rear		Minimum 20 FT
		Average n/a

Secondary frontage (Corner only)	Minimum 10 FT
	Average 20 FT
<u>Secondary frontage (corner only)(when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018</u>	<u>20% of the frontage</u>
	<u>20% of the frontage plus 5</u> <u>FT</u>

66 \* \* \*

67 **Section 3. Severability.** If any section, subsection, clause or provision of this Ordinance is  
68 declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be  
69 affected by such invalidity.

70 **Section 4. Conflict.** All sections or parts of sections of the Town of Surfside Code of  
71 Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

72 **Section 5. Inclusion in the Code of Ordinances.** It is the intention of the Town Commission,  
73 and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the  
74 Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-  
75 lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or  
76 other appropriate word.

77 **Section 6. Effective Date.** This Ordinance shall be effective upon final adoption on second  
78 reading.

79

80 **PASSED** on first reading this 14<sup>th</sup> day of August, 2018.

81 **PASSED** and **ADOPTED** on second reading this 11<sup>th</sup> day of December, 2018.

82 On Final Reading Moved by: \_\_\_\_\_

83 On Final Reading Second by: \_\_\_\_\_

84 **FINAL VOTE ON ADOPTION**

85 Commissioner Barry Cohen \_\_\_\_\_  
86 Commissioner Michael Karukin \_\_\_\_\_  
87 Commissioner Tina Paul \_\_\_\_\_  
88 Vice Mayor Daniel Gielchinsky \_\_\_\_\_  
89 Mayor Daniel Dietch \_\_\_\_\_

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\_\_\_\_\_  
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:**

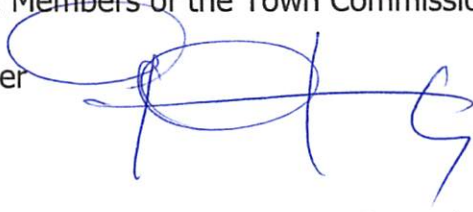
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.,  
Town Attorney



## MEMORANDUM

ITEM NO. 4A2

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager 

**Date:** 12-11-2018

**Subject:** Lobbyist Registration Exemption for Representatives of Single-Family Property Owners

---

An often overlooked aspect of the lobbyist registration requirements is the impact on single family property owners. A single-family property owner will often work with an architect, landscape architect, contractor or builder to develop renovation plans. Most of these improvements, even when minor, are required to be reviewed by the Planning and Zoning Board as part of their design review approval. Frequently, the property owner's professional contractors – architect, landscape architect, contractor or builder – are the people working with staff and occasionally they will appear before the Planning and Zoning Board or Town Commission as the application is processed. Currently these contractors are required to register as lobbyists. The attached ordinance provides an exemption from the registration requirement for representatives of single family property owners, who are processing a design review or development approval application for their single family property, provided the representative is only interacting with staff or representing the property owner at a *public* meeting. The exemption would not apply, and the representative would therefore be required to register as a lobbyist, if they chose to meet individually to lobby an individual commission member.

**Staff Recommendation:** Review and approve the attached Ordinance on second reading.

Reviewed by GO

Prepared by KM

ORDINANCE NO. 18 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 2-235 – “LOBBYING” TO PROVIDE EXEMPTION FROM THE LOBBYIST REGISTRATION REQUIREMENTS FOR REPRESENTATIVES OF SINGLE FAMILY PROPERTY OWNERS IN CERTAIN SITUATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Commission adopted a Code of Ethics on April 10, 2007 establishing standards of conduct for current and former town officials, employees and persons doing business with the Town; and

**WHEREAS**, the Town Commission subsequently amended the Code of Ethics on January 15, 2013, December 9, 2014, February 16, 2017, December 13, 2017, and March 13, 2018 to impose additional regulations on lobbyists, include an honor code for elected and appointed Town officials and employees and to address lobbyists’ appeals of fines for failure to file required expenditure reports; and

**WHEREAS**, the Town Commission desires to further amend the Code of Ethics in Article VII of the Town Code to provide an exemption from lobbyist registration for representatives of single family property owners when their representation is limited to interactions with town staff and public participation in public board or commission meetings for design review and development approval applications for the property owner’s single family property.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:**<sup>1</sup>

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

<sup>1</sup>Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double-strikethrough~~.

**Section 2. Town Code Amended.** Section 2-235 – “Lobbying” of the Surfside Town Code of Ordinances is hereby amended and shall read as follows:

ARTICLE VII. - CODE OF ETHICS

\* \* \*

Sec. 2-235. - Lobbying.

This section shall be applicable to all lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

- (1) *Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:
  - a. *Town personnel.* Those town officers and employees specified to include the mayor and town commissioners, town board or town committee members, and all town employees.
  - b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town commission; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town board or committee. "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, and any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family property owner for a design review or development approval application for the single family property owned by that property owner.
  - c. *Principal.* All persons, firms, or corporations who employ a lobbyist.

\* \* \*

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

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

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

**Section 6. Effective Date.** This ordinance shall become effective on second reading upon adoption.

PASSED AND ADOPTED on first reading this 13<sup>th</sup> day of November, 2018.

PASSED AND ADOPTED on second reading this 11<sup>th</sup> day of December, 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



# MEMORANDUM

ITEM NO. 4A3

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** 12-11-2018

**Subject:** Corner Lot Fences

The Town Commission requested that the Planning and Zoning Board (Board) evaluate the height and opacity requirements for fences in the front and street side yards. A speaker during the Good and Welfare portion of the July Town Commission meeting spoke of privacy concerns with the four foot high maximum height of a fence. In addition, a resident who recently was approved for a fence sent an email expressing concerns over the four foot high fence requirement as well as the requirement to have a maximum opacity of 50%. As lots are redeveloped and pools are installed towards the street side, a four foot high fence with a maximum opacity of 50% has presented challenges to homeowners.

The Planning & Zoning Board directed staff to prepare language to accommodate fences in the rear for corner properties facing the street. Below is proposed language:

## **90-56.5 Modification of secondary frontage fence and ornamental wall regulations.**

- (1) A fence or ornamental wall that has a maximum opacity of 100 percent and a maximum height of six ~~five~~-feet, as measured from grade, may project into or enclose the street side yard of a corner lot, provided:
  - a. The fence or wall is not placed in front of the front façade of the primary residential structure and extends beyond the plane of the front façade on only one side of the primary residential structure;
  - b. The fence or wall is setback three feet from any property line;
  - c. Shrubs shall be installed at the time the fence or wall is installed; and
  - d. The shrubs shall be planted a minimum of 36 inches in height, shall be placed 24 inches on center and shall cover the exterior of the fence or wall

Reviewed by

Prepared by

~~within one year after the final inspection of the fence, up to 50 percent of the rear portion of the primary corner yard, provided that the fence shall be placed at least ten feet from the right-of-way line or the fence shall be aligned with the wall plane of the subject home.~~

- ~~(2) — An ornamental wall whose surface above two feet measured from grade maintains a maximum opacity of 50 percent and a maximum height of five feet, may project into or enclose up to 50 percent of the rear portion of the primary corner yard provided that the ornamental wall shall be placed at least ten feet from the right of way line or the ornamental wall shall be aligned with the wall plane of the subject home.~~

~~\*\*\*~~

~~90-56.6 When being installed as a safety feature for a swimming pool in a front or primary corner yard, a fence or ornamental wall shall be permitted at a maximum of four feet in height. The applicant shall demonstrate evidence relative to this hardship.~~

90-56.9 Hedges shall be no more than four feet in height in the front yard and side corner yards and ten feet in height in the rear and interior side yards, except as required by section 90-56.5(1). Hedges may be higher if granted approval by the design review board, on a case-by-case basis.

The proposed ordinance has no additional staff impacts for implementation or enforcement.

**Staff Recommendation:** Review and approve the attached Ordinance on second reading.

**ORDINANCE NO. 18 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA  
AMENDING SECTION 90-56.5 “MODIFICATION OF  
SECONDARY FRONTAGE FENCE AND ORNAMENTAL  
WALL REGULATIONS” OF “CHAPTER 90 ZONING” OF  
THE TOWN OF SURFSIDE CODE OF ORDINANCES TO  
ADDRESS FENCE AND SHRUB REQUIREMENTS IN THE  
H30A AND H30B ZONING DISTRICTS; PROVIDING FOR  
REPEAL OF CONFLICTING PROVISIONS; PROVIDING  
FOR SEVERABILITY; PROVIDING FOR INCLUSION IN  
THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

5       **WHEREAS**, the Town Commission finds that the privacy fences offer protection and  
6 privacy for residential yards; and

7       **WHEREAS**, the Commission desires to address the privacy needs of corner lots where  
8 private recreation areas abut street frontages; and

9       **WHEREAS**, the Commission directed the Planning and Zoning Board to review, analyze  
10 and make recommendations for zoning strategies to permit additional privacy for street yards  
11 when located on corner lots; and

12       **WHEREAS**, the Planning and Zoning Board evaluated street yard and corner lot privacy  
13 issues and has offered recommended changes to the Town Code to address corner lot fencing  
14 requirements; and

15       **WHEREAS**, the Town Commission held its first public hearing on these regulations on  
16 November 13, 2018; and

17       **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has  
18 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a  
19 duly noticed hearing on November 29, 2018; and

20       **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing  
21 on these regulations as required by law on December 11, 2018; and

22  
23       **WHEREAS**, the Town Commission hereby finds and declares that adoption of this  
24 Ordinance is necessary, appropriate, and advances the public interest.  
25

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

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

30       **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,  
31 Section 90-56 “Fences, walls and hedges” of Chapter 90 “Zoning” is hereby amended as  
32 follows<sup>1</sup>:

33 **Sec. 90-56. - Fences, walls and hedges.**

34 \* \* \*

35 **90-56.5 Modification of secondary frontage fence and ornamental wall**  
36 **regulations.**

- 37       (1) A fence or ornamental wall that has a maximum opacity of 100 percent and a  
38 maximum height of six ~~five~~ feet, as measured from grade, may project into or  
39 enclose the street side yard of a corner lot, provided:  
40       a. The fence or wall is not placed in front of the front façade of the primary  
41 residential structure and extends beyond the plane of the front façade on  
42 only one side of the primary residential structure;  
43       b. The fence or wall is setback three feet from any property line;  
44       c. Shrubs shall be installed at the time the fence or wall is installed; and  
45       d. The shrubs shall be planted a minimum of 36 inches in height, shall be  
46 placed a maximum of 24 inches on center and shall cover the exterior of  
47 the fence or wall within one year after the final inspection of the fence. up  
48 to 50 percent of the rear portion of the primary corner yard. provided that  
49 the fence shall be placed at least ten feet from the right-of-way line or the  
50 fence shall be aligned with the wall plane of the subject home.
- 51       ~~(2) An ornamental wall whose surface above two feet measured from grade~~  
52 ~~maintains a maximum opacity of 50 percent and a maximum height of five feet,~~  
53 ~~may project into or enclose up to 50 percent of the rear portion of the primary~~

<sup>1</sup> Additions to text are shown in underline. Deletions to text are shown in ~~striketrough~~. Additions subsequent to first reading are shown in double underline. Deletions subsequent to first reading are shown in ~~double striketrough~~.

~~corner yard provided that the ornamental wall shall be placed at least ten feet from the right of way line or the ornamental wall shall be aligned with the wall plane of the subject home.~~

\*\*\*

~~90-56.6 When being installed as a safety feature for a swimming pool in a front or primary corner yard, a fence or ornamental wall shall be permitted at a maximum of four feet in height. The applicant shall demonstrate evidence relative to this hardship.~~

90-56.9 Hedges shall be no more than four feet in height in the front yard and side corner yards and ten feet in height in the rear and interior side yards, except as required by section 90-56.5(1). Hedges may be higher if granted approval by the design review board, on a case-by-case basis.

\* \* \*

**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 13<sup>th</sup> day of November, 2018.

**PASSED** and **ADOPTED** on second reading this 11th day of December, 2018.

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Second by: \_\_\_\_\_

85 **FINAL VOTE ON ADOPTION**

86 Commissioner Barry Cohen

87 Commissioner Michael Karukin \_\_\_\_\_

88 Commissioner Tina Paul

89 Vice Mayor Daniel Gielchinsky \_\_\_\_\_

90 Mayor Daniel Dietch

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93 Daniel Dietch, Mayor

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95     **ATTEST:**

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97 \_\_\_\_\_

98 Sandra Novoa, MMC, Town Clerk

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100 APPROVED AS TO FORM AND LEGALITY FOR THE USE

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

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104 Weiss Serota Helfman Cole &amp; Bierman, P.L.,

105 Town Attorney

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# MEMORANDUM

ITEM NO. 4A4

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Lillian Arango, Town Attorney

**Date:** November 13, 2018

**Subject:** Ordinance Amending Section 34-11, "Prohibition on Distribution, Sale or Use of Plastic Straws," to Clarify the Definition of Plastic Straw and Provide for Reasonable Accommodations

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**Background:** On March 13, 2018, the Town Commission adopted Ordinance No. 2018-1676 creating Section 34-11 of the Town Code of Ordinances ("Code") to provide a prohibition on the distribution, sale, or use of plastic straws.

**Analysis:** Since Ordinance No. 2018-1676 was adopted, several companies have announced plans to phase out and discontinue the use of plastic straws in their establishments worldwide. In addition, various municipalities have adopted their own plastic straw prohibitions and members of the media and public have expressed their satisfaction and concerns with plastic straw prohibitions.

As plastic straw prohibitions have evolved over the last year, it has become apparent that certain improvements can be made to the Town's existing ordinance. The proposed ordinance would amend Section 34-11 by:

- Clarifying the definition of plastic straws to specifically include plastic stirrers and exclude straws made of non-plastic materials such as paper, sugar cane, bamboo, or similar materials.
- Including an additional exception for individuals needing a reasonable accommodation due to a medical or physical condition.

**Budget Impact:**

**Programming:** Implementation and enforcement of the plastic straw prohibition commenced with the adoption of the original ordinance in March, 2018 and is ongoing.

Town Administration and Code Enforcement will continue educational and enforcement efforts of the amended Ordinance.

**Commission Direction:** Staff recommends the Commission review the attached Ordinance and approve on second reading.

ORDINANCE NO. 2018-\_\_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 34-11, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS" OF THE TOWN'S CODE OF ORDINANCES TO CLARIFY THE DEFINITION OF PLASTIC STRAW AND PROVIDE FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on March 13, 2018, the Town of Surfside ("Town") Commission adopted Ordinance No. 2018-1676 creating Section 34-11 of the Town Code of Ordinances ("Code") to provide a prohibition on the distribution, sale, or use of plastic straws; and

**WHEREAS**, since Ordinance No. 2018-1676 was adopted, several companies have announced plans to phase out and discontinue the use of plastic straws in their establishments worldwide; various municipalities have adopted their own plastic straw prohibitions; and members of the media and public have expressed their satisfaction and concerns with plastic straw prohibitions; and

**WHEREAS**, the Town Commission finds that Section 34-11 of the Town Code should be amended by clarifying the definition of plastic straws to include plastic stirrers, which contribute to pollution, and to specifically define what is not considered a plastic straw; and

**WHEREAS**, the Town Commission finds that Section 34-11 of the Town Code should be further amended to include an additional exception for individuals needing a reasonable accommodation due to a medical or physical condition; and

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

**NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS:**<sup>1</sup>

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

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

**Section 2. Town Code Amended.** The Code of the Town of Surfside, Florida is hereby amended by amending Section 34-11 as follows:

Chapter 34 – Environment

Article I. – In General

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**Division 4. Food Service Articles**

**Section 34-11. Prohibition on Distribution, Sale or Use of Plastic Straws.**

(a) *Definitions.* For purposes of this section, the following definitions apply:

- (1) *Plastic Straw* means a straw or stirrer provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction or for the purpose of mixing a beverage, which is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene, and which is intended for a single-use. A Plastic Straw does not include a straw that is made of non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.
- (2) *Special Event Permittee* means any person or entity, and their subcontractor(s), issued a special event permit by the Town for a special event on Town property, or in a Town facility, or in the Town's right-of-way.
- (3) *Town Facility* includes, but is not limited to, any building, structure, park, beach, road, street, right-of-way, or other facility owned, operated or managed by the Town.
- (4) *Town Property* includes, but is not limited to, any land, water, or air rights owned, operated or managed by the Town.

(b) ***Plastic Straws Prohibited; Exceptions***

- (1) A Plastic Straw shall not be used, sold, or distributed in any commercial establishment or at any Town Facility or Town Property or by any Special Event Permittee.
- (2) *Exceptions.*
  - a. This prohibition shall not apply to pre-packaged drinks sold at commercial establishments.

- b. This prohibition shall not apply to medical or dental facilities.
- c. This prohibition shall not apply to the school district or county, state, or federal governmental entities.
- d. This prohibition shall not apply where a reasonable accommodation is needed by an individual due to a medical or physical condition.

**(c) *Enforcement; Penalties***

- (1) Following adoption of this Section, the Town shall engage in public education efforts to inform commercial establishments of the provisions of this Section and to provide assistance with identifying alternatives to Plastic Straws.
- (2) ~~Beginning May 1, 2018, t~~The Town's Code Compliance Department shall enforce all provisions of this Section.
- (3) Penalties for violations of the provisions of this Section shall be enforced through Chapter 15 of the Town Code. Fines shall be in the amounts prescribed in the schedule of civil penalties adopted by resolution.

**Secs. 34-12 – 34-25. Reserved.**

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

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

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

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the 13<sup>th</sup> day of November, 2018.

**PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

98 **On Final Reading Second By:** \_\_\_\_\_

100	Commissioner Barry Cohen	_____
101	Commissioner Michael Karukin	_____
102	Commissioner Tina Paul	_____
103	Vice Mayor Daniel Gielchinsky	_____
104	Mayor Daniel Dietch	_____

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**ATTEST:**

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

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# MEMORANDUM

ITEM NO. 4A5

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Lillian M. Arango and Kathryn Mehaffey, Town Attorney

**Date:** 12-11-2018

**Subject:** Reasonable Accommodation Procedure

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We were reviewing the Town Code safety mechanisms which have previously been adopted to ensure the Town is protected and has available preventative mechanisms to protect against and reduce litigation and ensure the Town has the tools available to comply with federal requirements. While the Town did adopt a RLUIPA Accommodation procedure a number of years ago, a broader process to address fair housing and the ADA does not currently exist. The proposed ordinance provides a procedure for processing requests for reasonable accommodation to its ordinances, rules, policies, and procedures by persons with disabilities. The Ordinance does not provide any specific entitlements but simply provides a procedure which provides protection and due process to disabled individuals while still providing for the preservation of the integrity of the Town's Code of Ordinances and zoning districts, including the protection of the residential character of its residential neighborhoods.

The Planning and Zoning Board reviewed the Ordinance on November 29, 2018 and recommended approval.

**Staff Recommendation:** Review and approve the attached Ordinance on second reading.

Reviewed by

Prepared by

**ORDINANCE NO. 18 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA  
CREATING SECTION 90-100 “REASONABLE  
ACCOMMODATION PROCEDURES” OF “CHAPTER 90  
ZONING” OF THE TOWN OF SURFSIDE CODE OF  
ORDINANCES TO PROVIDE REASONABLE  
ACCOMMODATION PROCEDURES FOR DISABLED  
PERSONS UNDER THE FAIR HOUSING ACT AND  
AMERICANS WITH DISABILITIES ACT; 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 needs and legal standards; and

4       **WHEREAS**, the Town Commission desires to assure that it provides a reasonable  
5 accommodation application procedure in order to provide full protection and due process to  
6 disabled individuals and provide for the preservation of the integrity of the Town of Surfside’s  
7 Code of Ordinances and zoning districts, including the protection of the residential character of  
8 its residential neighborhoods; and

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

11       **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has  
12 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a  
13 duly noticed hearing on November 29, 2018; and

14       **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing  
15 on these regulations as required by law on December 11, 2018; and  
16

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

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

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

24           **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,  
25 Section 90-100 “Reasonable accommodation procedures” of Chapter 90 “Zoning” is hereby  
26 created as follows<sup>1</sup>:

27 **ARTICLE IX. – REASONABLE ACCOMMODATION AND RELIGIOUS LAND USE RELIEF**  
28 **PROCEDURES**

29 \* \* \*

30 99-100. – Reasonable accommodation procedures.

31 (a) *Implementation of policy.* This section implements the policy of the town for processing of  
32 requests for reasonable accommodation to its ordinances, rules, policies, and procedures for  
33 persons with disabilities as provided by the Federal Fair Housing Amendments Act (42  
34 U.S.C. 3601 et seq.)("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C.  
35 Section 12131 et seq.)("ADA"). For purposes of this section, a "disabled" individual or  
36 person is an individual that qualifies as disabled and/or handicapped under the FHA and/or  
37 ADA. Any person who is disabled (or qualifying entities) may request a reasonable  
38 accommodation with respect to the town's ordinances, rules, policies, practices and/or  
39 procedures (hereinafter, for the purposes of this Section, the “Town Regulations”) as  
40 provided by the FHA and the ADA pursuant to the procedures set out in this section. The  
41 town commission shall appoint a special master who shall make final determinations on  
42 applications for reasonable accommodations related to relief from Town Regulations.

43 (b) *Request to be in writing.* A request by an applicant for reasonable accommodation under  
44 this section shall be made in writing by completion of a reasonable accommodation request  
45 form, which form is maintained by (and shall be submitted to) the town manager. The  
46 reasonable accommodation form shall contain such questions and requests for information  
47 as are necessary for processing the reasonable accommodation request. For a reasonable  
48 accommodation to any of the town regulations pertaining to housing or zoning, the  
49 application, shall, at a minimum, require the following information:

50           (1) Name and contact information for applicant or applicant's authorized representative;

51           (2) Address of housing or other location at which accommodation is requested;

52           (3) Description of reasonable accommodation required;

53           (4) A description of the accommodation and the specific regulation(s) and/or  
54 procedure(s) from which accommodation is sought;

<sup>1</sup> Additions to text are shown in underline. Deletions to text are shown in ~~strikethrough~~.

(5) Reason(s) the reasonable accommodation may be necessary for the individual(s) with disabilities to use and enjoy the housing or other service;

(6) A statement as to whether the applicant is seeking the accommodation in order to make housing and/or provision of housing financially viable, with supporting documentation;

(7) A statement as to whether the applicant is seeking the accommodation is therapeutically necessary, with supporting documentation; and

(8) Proof of satisfactory fire, safety, and health inspections required by Section 397.487, Florida Statutes, as amended, and other applicable law.

(c) Medical information; confidentiality. Should the information provided by the disabled individual to the town include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual(s), such individual(s) may, at the time of submitting such medical information, request that the town, to the extent allowed by law, treat such medical information as confidential information of the disabled individual(s). The town shall thereafter endeavor to provide written notice to the disabled individual(s), and/or their representative, of any request received by the town for disclosure of the medical information or documentation which the disabled individual(s) has previously requested be treated as confidential by the town. The town will cooperate with the disabled individual(s), to the extent allowed by law, in actions initiated by such individual(s) to oppose the disclosure of such medical information or documentation, but the town shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual(s).

(d) Determination process.

(1) The special master shall issue a written determination within sixty (60) days of the date of receipt of a completed application or a date mutually agreeable to both the town and the applicant, except as provided in paragraph 3, below, and may, in accordance with federal law:

a. grant the accommodation request,

b. grant a portion of the request and deny a portion of the request and/or impose conditions upon the grant of the request, or

c. deny the request in accordance with federal law. If the request is denied, the order shall state the grounds therefore. All written determinations shall give notice of the right to appeal.

(2) The notice of determination shall be sent to the applicant (i.e., the disabled individuals or representative) by certified mail, return receipt requested.

(3) If reasonably necessary to reach a determination on the request for reasonable accommodation, the special master or town manager or designee, prior to the end of said sixty (60) day period, may request additional information from the applicant, specifying in sufficient detail what additional information is required. The applicant shall have fifteen (15) days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the sixty (60) day period to issue a written determination shall no longer be applicable, and the special master shall issue a written determination within thirty (30) days after receipt of the additional information or 90 days after the initial receipt of the application, whichever is later. Such time frame may be extended by mutual agreement of the town and the applicant. If the applicant fails to provide all of the requested additional information within said fifteen-day period, the town manager or designee shall issue a written notice advising that the applicant has failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the town with regard to said reasonable accommodation request shall be required.

(e) Criteria for determination. In determining whether the reasonable accommodation request shall be granted or denied, the applicant shall be required to establish that they are protected under the FHA and/or ADA by demonstrating that they are handicapped, disabled or qualifying entities, as defined in the FHA and/or ADA. Further, the applicant must demonstrate that:

(1) A physical or mental impairment which substantially limits one or major life activities; a record of having such impairment; or that they are regarded as having such impairment.

(2) That the proposed accommodations being sought are reasonable and necessary. The foregoing (as interpreted by the courts in evaluating reasonable accommodation requests under the FHA or ADA) shall be the basis for a decision upon a reasonable accommodation request made by the special master, or by the town commission in the event of an appeal.

(3) The requested accommodation would not fundamentally alter the town's zoning scheme.

The special master may impose conditions or modifications he/she deems necessary to mitigate any factors which would fundamentally alter the town's zoning scheme or to protect the public health and safety or are reasonably necessary to assure compliance with his/her order.

(f) Appeal of determination. Within thirty (30) days after the special master's determination on a reasonable accommodation request, or any order or action of the special master with respect to the application of this section, is mailed to the applicant, such applicant may appeal the decision to the town commission. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the town commission who shall, after public notice and a public hearing, render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has

been filed. Where the appeal is based upon a provision of the town regulations, the planning and zoning board shall first hold a hearing to make a recommendation on the appeal to the town commission.

(g) *Fees.* There shall be no fee imposed by the town in connection with a request for reasonable accommodation under this section or an appeal of a determination on such request to the town commission, and the town shall have no obligation to pay an applicant's (or an appealing party's, as applicable) attorneys' fees or costs in connection with the request, or an appeal.

(h) *Stay of enforcement.* While an application for reasonable accommodation, or appeal or a determination of same, is pending before the town, the town will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.

(i) *Miscellaneous provisions.* The following general provisions shall be applicable:

(1) The town shall display a notice in the town's public notice bulletin board (and shall maintain copies available for review in the building/permitting division, and the town clerk's office), advising the public that disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein.

(2) A disabled individual may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated by the disabled individual.

(3) The town shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal; and appearing at a hearing, etc., to ensure the process is accessible.

(j) *Revocation of reasonable accommodation.* Any reasonable accommodation received shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any provision of the order granting the reasonable accommodation by a court of law or by the special master hearing code enforcement cases.

(k) *Recertification.* All reasonable accommodation requests approved by the town are valid for no more than two years. Recertification requests must be filed at least 90 days before the conclusion of the end of the two year period of effectiveness of the reasonable accommodation order. The process for recertification shall follow the same requirements as set forth above for "Requests for Accommodation", and review of recertification requests shall follow the same procedures as outlined above for new applications. The failure of the applicant to timely apply for annual recertification, or the denial of an application to recertify annually, shall result in the revocation of the approved reasonable accommodation. Recertification requests shall follow the same requirements as set forth above.

\* \* \*

**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 13<sup>th</sup> day of November, 2018.

**PASSED** and **ADOPTED** on second reading this 11<sup>th</sup> day of December, 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

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

209

210

211 \_\_\_\_\_  
211 Weiss Serota Helfman Cole & Bierman, P.L.,

212 Town Attorney

213



**Town of Surfside  
Town Commission Meeting  
December 11, 2018  
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**Agenda #:** 5A  
**Date:** November 30, 2018  
**From:** Vice-Mayor Daniel Gielchinsky  
**Subject:** Airbnb Resolution

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**Objective:** To place Airbnb on notice of a material breach of its Agreement with the Town, to condemn Airbnb for its decision to withdraw its services from the Israeli population living on the West Bank region of Israel, and to urge Airbnb to reverse its discriminatory policy that unfairly targets the Jewish community.

**Consideration:** On January 10, 2017, the Town of Surfside entered into a Voluntary Collection Agreement for Resort Tax Between Airbnb, Inc. and the Town of Surfside, Florida (the “Agreement”). The Agreement facilitates the reporting, collection and remittance of applicable resort tax imposed pursuant to Section 70.109 of the Town’s Code (“Resort Tax”). Due to the Town’s restrictive policy on short term rentals, Resort Tax collections attributable to Airbnb has been nominal. In FY 2017 Resort Tax collections from Airbnb were \$11,038 (of a gross \$1,497,212) and in FY 2018 Resort Tax collections from Airbnb were \$20,620 (of a gross \$2,312,489).

The Town of Surfside was among the first municipalities in the country to adopt an anti-BDS (Boycott, Divestment and Sanctions) ordinance in response to a global campaign led by anti-Semitic propagandists who promote various forms of boycott against Israel in order to advance their political objectives. Anti-BDS legislation has gained popularity in municipal, county and state governments throughout the United States and in June of 2018 The House Foreign Affairs Committee unanimously passed The Israel Anti-Boycott Act, advancing the measure to be considered by the entire House and to the forefront of Federal legislation.

On November 19, Airbnb announced that it was “removing listings” in “Israeli settlements in the Occupied West Bank.” The company provided no details as to how it defined “Israeli settlements” or the “Occupied West Bank” and whether its decision relates to Jerusalem. The announcement was made after two years of attacks on Airbnb’s Israel business by pro-BDS NGOs masquerading as self-proclaimed human rights groups who blackmailed Airbnb with negative publicity and fear of being included in the UNHRC blacklist.

Airbnb’s “global platform” is offered in 191 countries and regions. These include the world’s biggest human rights violators such as China, Saudi Arabia, Russia, and even Yemen and Somalia. Airbnb listings can be found in the occupied Western Sahara, Nagorno-Karabakh and Northern Cyprus. There is a listing for Russian-occupied Crimea. There are even listings in Gaza which is controlled by the Hamas terror group.

State sponsors of terror are not being removed from Airbnb’s platform, nor are countries where gender equality is nonexistent. Only Jewish-owned properties in the West Bank have been the subject of an intensive NGO campaign and subsequent removal by Airbnb. Only anti-Semitism could cause this hypocritical scenario to unfold.

**Analysis:** Airbnb’s announcement and policy violate the Agreement and the Town’s Code. Compliance with Section 3-1.1 of the Town Code is a specific requirement of the Agreement’s paragraph (V). In the Agreement, Airbnb specifically affirms it will not engage in a boycott as defined in Section 3-1.1 of the Town Code, which provides as follows:

Sec. 3-1.1. - Non-discrimination; contract requirements; waiver.

(a) Definitions. As used in this section, the following terms shall have the following meaning:

Boycott means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Business means any sole proprietorship, organization, association, corporation, limited liability partnership, limited liability company, or other entity or business association, including wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations awarded a contract pursuant to this article.

(b) Contract requirements; waiver.

(1) The town shall not enter into a contract with a business unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, a boycott, as defined in this section.

(2) The town commission may, in its sole discretion, elect to waive the requirements of this section upon an affirmative vote when the town commission deems the waiver necessary for the health, safety, or welfare of the town.

**Recommendation:** The Town's anti-BDS laws and policies must be meaningful and enforced. Just as the Town of Surfside was a national leader in adopting ant-BDS legislation, I recommend that we be a national leader in standing up to Airbnb's discriminatory and anti-Semitic business practices, and unanimously adopt the attached Resolution placing Airbnb on notice of a material breach of its Agreement with the Town, condemning Airbnb for its decision to withdraw its services from the Israeli population living on the West Bank region of Israel, and urging Airbnb to reverse its discriminatory policy that unfairly targets the Jewish community.

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

THIS VOLUNTARY COLLECTION AGREEMENT (the "Agreement") is dated January 10<sup>th</sup>, 2017 and is between AIRBNB, INC., a Delaware corporation ("Airbnb") and the TOWN OF SURFSIDE, FLORIDA (the "Town"). Each party may be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS:**

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

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

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

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

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

### **REMITTANCE OF RESORT TAX**

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

### **AIRBNB LIABILITY**

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

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

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

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

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

#### **GUEST AND HOST LIABILITY**

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

#### **WAIVER OF LOOK-BACK**

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

#### **NOTIFICATION TO GUESTS AND HOSTS**

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

### **LIMITATION OF APPLICATION**

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

### **DURATION/TERMINATION**

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

### **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

(V) NON-DISCRIMINATION. Airbnb will comply with Section 3-1.1 "Non-discrimination contract requirements; waiver" of the Town of Surfside Code. By entering into this Agreement with the Town, Airbnb represents and affirms that Airbnb is not currently engaged in, and will not

engage in, a boycott as defined in Section 3-1.1. of the Town of Surfside Code of Ordinances.

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

#### NOTICES

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

**To Airbnb:**


Airbnb, Inc.  
Attn: General Counsel  
888 Brannan Street, 4<sup>th</sup> Fl.  
SF, CA 94103  
[legal@airbnb.com](mailto:legal@airbnb.com)

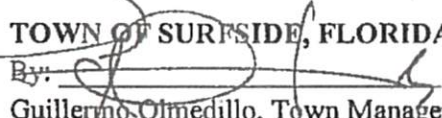
Airbnb, Inc.  
Attn: Beth Adair  
Global Tax Director  
888 Brannan Street, 4<sup>th</sup> Fl.  
SF, CA 94103  
[tax@airbnb.com](mailto:tax@airbnb.com)

**To the Town:**

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

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

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

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF SURFSIDE,  
FLORIDA CONDEMNING ANTI-SEMITISM ACTS BY  
AIRBNB AND DEMANDING COMPLIANCE WITH  
NON-DISCRIMINATION REQUIREMENTS; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside, Florida (the “Town”) is a tourist destination attracting diverse visitors; and

**WHEREAS**, Airbnb is a widely used accommodations service with significant influence worldwide; and

**WHEREAS**, the Town has entered into a Voluntary Collection Agreement for Resort Tax Between Airbnb, Inc. and the Town of Surfside, Florida (the “Agreement”) in which Airbnb agreed to comply with the non-discrimination requirements of Section 3-1.1 of the Town Code of Ordinances; and

**WHEREAS**, in the Agreement, Airbnb specifically agreed not to engage in a boycott, defined to mean “to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner”; and

**WHEREAS**, Airbnb’s announcement on November 19, 2018 that it would remove all listings in Jewish settlements in the West Bank demonstrates hatred, prejudice, ignorance, hypocrisy, and discrimination based on race, national origin and religion; and

**WHEREAS**, Airbnb’s actions are antithetical to the non-discriminatory values that are important to the Town and a breach of the Agreement; and

**WHEREAS**, the Israeli-Jewish Congress and human rights leaders have opposed the company’s actions; and

**WHEREAS**, prejudice and discrimination based on race, national origin, religion or any other attribute, have no place in our Town, county, community, country or world.

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

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

**Section 2. Condemnation.** The Town Commission hereby condemns Airbnb’s recent discriminatory decision to remove all listings in Jewish settlements in the West Bank.

**Section 3. Breach of Agreement.** The Town hereby finds Airbnb in breach of the Voluntary Collection Agreement for Resort Tax Between Airbnb, Inc. and the Town of Surfside, Florida, and demands compliance.

**Section 4. Demand for Action.** The Town hereby calls upon Airbnb to take all necessary action to correct this act of disrespect and discrimination to the land of Israel and to the Jewish community in the West Bank and restore its original services immediately.

**Section 5. Failure to Comply.** In the event that Airbnb does not stop the boycott, restore original services, and take all necessary actions to correct this policy of disrespect and discrimination, we call upon all people, especially those utilizing Airbnb on-line services to list or lease property, to carefully consider the discriminatory behavior of Airbnb when they evaluate the listing contracts and referral agencies they will utilize.

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

PASSED AND ADOPTED this 11<sup>th</sup> day of December, 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



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

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**SEVEN DAY MEMORANDUM / DISCUSSION ITEM**

**Agenda #:** 8A  
**Date:** November 7, 2018  
**From:** Vice-Mayor Daniel Gielchinsky  
**Subject:** Street Lighting in Residential District

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**Objective:** To discuss, engage our residents and evaluate the viability of supplementing our existing street lighting in the residential neighborhood.

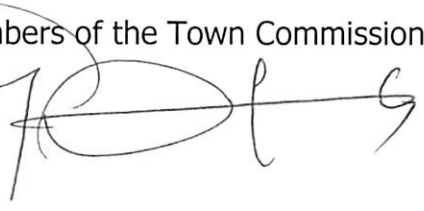
**Consideration:** Among the more enlightening pieces of feedback I have heard recently is a desire to improve our street lighting in the residential neighborhood for visibility, safety and security purposes. I am circulating this memorandum in part to make residents aware that (1) the Town has conducted an inventory of the existing light poles and fixtures, which are owned by FP&L, and (2) will soon be embarking on a program to replace all of the light bulbs with LED lights to increase visibility. I am also proposing that while we are in the process of replacing the light bulbs, we note the areas that have dark spots and adopt a standard scientific or engineering method of determining the acceptable distance between street lights, determine how many street lights would need to be added to the existing light poles to supplement them and erect those additional lighting fixtures.

**Recommendation:** To give direction to the Manager to have CG&A recommend a standard distance between street lights, determine how many street lights would need to be added to the existing light poles to meet those standards, determine a budget and recommend a process for the construction of those additional lighting fixtures.



## MEMORANDUM

ITEM NO. 9B

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** December 11, 2018  
**Subject:** Legislative Priorities

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A list of legislative priorities was submitted to the Town's lobbyist Mr. Fausto Gomez, of Gomez Barker Associates Inc., for his review and insight (Attachment "A").

No budgetary requirement.

No impact to staff.

Seeking Town Commission direction on this list and to authorize lobbyist Mr. Gomez to act on behalf of the Town on these matters during this State legislative session.

Reviewed by

Prepared by



## Legislative Priorities 2019

### Community:

- Land acquisition support for parks and open space.  
Continued / additional support for creation of bike / walking paths
- Surfside's urging resolution to the Public Service Commission regarding FP&L.  
*Lobbyist to work with the Town in addressing the PSC at their meetings.*

### Economic Development:

- Short term rentals: maintaining Surfside's ability to manage its own ordinance process.
- Resort / Tourist Tax Protection.
- Visit FL funding protection.
- The Town does not support FDOT seeking a share of parking meter revenue.
- Renovation of Beach Ends: possible funding via economic development.  
*Focus on the 96<sup>th</sup> Street Beach end, a major public access to the beach, which is a cooperative effort with Bal Harbour.*
- Continued support of Local Business Tax Receipts protection.
- Small Business Development Network formation / funding.
- Expanding the use of tourism development taxes.
- Funding for Red Tide mitigation.\*
- Downtown Development funding.

### Education:

- Funding for training / continued education.

### Environment:

- Support the use of offshore / foreign sand for beach nourishment.
- Climate Change / Sea Level Rise / Environment: adaptation, resiliency, algae issue as potential threat to beaches (Everglades/Lake Okeechobee)\*, continued support for beach nourishment, dune management, off shore reefs etc.
- Secure the \$1.8m for beach nourishment beyond July 2019.
- Support for Coastal Partnership Initiative Grant Program.
- Support for State wide legislation on Turtle lighting.
- Funding for Red Tide mitigation.\*

### Infrastructure:

- Water Quality support.

- Replacement of subaqueous crossing (Point Lake).
- Infrastructure funding related to water / sewer projects (Collins Ave water main).
- Surfside's Revolving Loan – loan forgiveness / rate modification.
- Funding for portable drainage pump.
- Abbott drainage project funding.
- Funding for an additional generator for Town Hall (hurricane mitigation).
- Structural improvements to municipal buildings (hurricane mitigation).
- Support of Solar installations at all municipal buildings and public facilities.
- Transportation funding for walkability initiatives, crosswalks, signalization, street lighting, etc.
- Funding for 92<sup>nd</sup> Street beach access.

**Life Safety:**

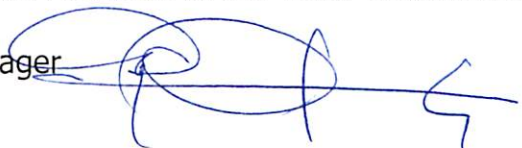
- Support for measured legislation on gun and assault rifle ownership.
- Modify Police Officer's Bill of Rights – offenders lose state certification and are able to be terminated.
- Funding for body armor vests and body worn cameras.
- Transportation funding related to all items that address traffic calming and mitigation.
- Enact no texting while driving.



## MEMORANDUM

ITEM NO. 9C

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager 

**Date:** December 11, 2018

**Subject:** Downtown Vision Advisory Committee

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At the October 9, 2018 Town Commission meeting, direction was given to move forward with reconstituting a Downtown Vision Advisory Committee (DVAC) that reports to the Town Manager.

As there is a need to strengthen Surfside's downtown as the social, cultural and economic center of the Town. The administration is proposing the following Charter for the re-establishment of DVAC.

**Downtown Vision Advisory Committee Charter:** The DVAC Charter establishes the purpose, objectives, goals and composition of the advisory committee to the Town Manager as follows:

- A. Purpose:** The purpose of DVAC is to create a downtown district that is a point of interest for both residents and visitors and highlight the area as the social, cultural and economic center of the Town.
- B. Objective and Goals:** To identify and recommend improvements to the downtown district (Harding Avenue between 96th and 94th Streets). These improvements should enhance "the sense of place" by preserving characteristics that attract the patronage of residents and visitors while encouraging business retention and economic development. The following goals are presented as examples and not a complete list:
1. Strengthen Surfside's downtown as the social, cultural and economic center;
  2. Create a more pedestrian friendly downtown with mixed use commercial buildings;
  3. Explore and recommend innovative parking solutions;
  4. Enhance the unique look and identity of Surfside's downtown;
  5. Examine alternative opportunities, such as the alleyways;
  6. Collaborate with neighboring municipalities on joint initiatives and opportunities;
  7. Retain and attract businesses; and

8. Foster engagement with downtown property owners and business owners / operators.

**C. Composition, Appointment, and Qualifications:** The Committee shall consist of seven (7) voting members. There will be two (2) non-voting liaison members; a member of the Town Commissioner and a member of the Tourist Board.

The seven 7 voting members shall be comprised of the following:

- 2 members who own property within Surfside's downtown
- 2 members who own and operate businesses within Surfside's downtown
- 2 residents of the Town of Surfside: 1 from a multiunit residence, and 1 from a single-family residence
- 1 member from a Surfside hotel

Members shall be appointed as follows:

1. The Town Commission shall vote their majority approval for each of the 7 members.
2. The liaison member of the Town Commission shall be appointed by the Town Commission.
3. The liaison member of the Tourist Board shall be appointed by the Tourist Board.

**D. Organization:** The Committee shall meet a minimum of once per quarter and provide recommendations to the Town Manager. Reports to the Town Commission will be through the Town Manager and through proposed initiatives via Town Commission meeting agendas. The minutes of each meeting will be included in the Town Commission meeting agendas.

The DVAC Chair shall have the ability to call additional meetings upon an affirmative vote of the members.

DVAC shall comply with and shall be subject to Florida's Government-in-the-Sunshine and Public Records Laws and the State of Florida, Miami-Dade County and Town of Surfside Code of Ethics.

Reviewed by



Prepared by





**Town of Surfside  
Town Commission Meeting  
December 11, 2018**

**7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**Agenda #:** 9D  
**Date:** December 11, 2018  
**From:** Daniel Dietch, Mayor  
**Subject:** Code of Ethics Ordinance Enhancements and Amendments

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**Objective:** To seek direction from the Town Commission whether it desires to strengthen the Town's Code of Ethics (COE) codified in Article VII, Chapter 2 (Administration) of the Town Code, and, if so, direct the Town Attorney to prepare an amendment to the current COE that includes enhancements similar or substantially based on the proposed Conflict of Interest and Ethics Policy prepared specifically for the Resort Tax Board in 2015, for consideration by the Town Commission at the January 2019 Commission Meeting. The enhancements or amendments to the COE would be applicable to all elected officials and all boards or committees of the Town.

**Consideration:** On April 10, 2007, the Town adopted a COE. This COE contains more stringent standards than those of the previous code of ethics as well as those standards provided by the state and county on matters relating to, but not limited to, exploitation of official position, prohibitions on certain appearances and payments, gifts, conflict of interest and lobbying. While this COE has served the Town well, it should be revisited from time to time to confirm its applicability and to identify opportunities for improvement.

In 2015, the Tourist Board retained as a consultant Robert Meyers, Esq., former Executive Director of the Miami-Dade County Commission on Ethics & Public Trust, and who is currently with the law firm of Weiss Serota Helfman, who is serving as our Town Attorney. Mr. Meyers proposed a series of substantive and procedural recommendations concerning the Tourist Board, including a Conflict of Interest and Ethics Policy. The interest in developing the enhancements relate to enhancing transparency and strengthening the public trust at a time that the Town expected significant increases in Tourist Tax revenue. During the Joint Meeting of the Town Commission and Tourist Board on May 4, 2015, Town Administration recommended adoption of this Conflict of Interest and Ethics Policy specifically for the Tourist Board (see Attachment A). No action was taken at that time. Subsequently, the proposed Conflict of Interest and Ethics Policy was discussed at the Tourist Board meeting on June 1, 2015. Concerns were raised by Tourist Board members that the proposed Conflict of Interest and Ethics Policy was stricter than the COE that applies to all other boards, committees, staff and the Town Commission. A motion was passed by the Tourist Board to accept the Conflict of Interest and Ethics Policy contingent on it being adopted for all boards, committees, staff and the Town Commission. The specific enhancements primarily relate to the following standards of conduct:

- Voting Conflict;
- Duty to Disclose;
- Communications Outside of Public Meetings (it should be noted that the Town recently adopted a “Cone of Silence” provision on May 22, 2018, Section 3-17 of the Purchasing Code, governing communications with potential vendors, bidders, contractors and proposers); and
- Transacting Business.

I found it to be a reasonable request to hold the Town Commission to the same ethical standards as the Tourist Board. Accordingly, I asked that the matter be placed on the July 14, 2015 Commission Agenda as a discussion item. The discussion item was not discussed at the July 14, 2015 Commission Meeting, so it was placed on the August 11, 2015 Commission Agenda and discussed at that meeting. The August 11, 2015 Commission Meeting Minutes reflect I was the only member of the Commission that was supportive of the enhanced standards and as a result, no action was taken (see Attachment B).

Given the different composition of the Town Commission and my belief that the COE should be revisited from time to time to confirm its applicability and to identify opportunities for improvement, I believe this matter deserves reconsideration.

**Recommendation:** Direct the Town Attorney to evaluate the current COE and identify areas where the ethical standards can be strengthened to create improved transparency and accountability, and prepare amendments to the current COE that include enhancements similar to or substantially based on the proposed Conflict of Interest and Ethics Policy prepared specifically for the Resort Tax Board in 2015, for consideration by the Town Commission at the January 2019 Commission Meeting. The amendments to the COE would be applicable to all elected officials and Town boards and committees.

attachments

## TOWN OF SURFSIDE RESORT TAX BOARD CONFLICT OF INTEREST AND ETHICS POLICY

### I. Intent and Declaration of Policy

Due to the unique responsibilities entrusted to the Town of Surfside Resort Tax Board (hereinafter "Tourist Board") in expending Resort Tax Funds as appointed by the Town of Surfside Town Commission, and to assure public confidence that its Tourist Board Members are acting as responsible stewards, the public interest is served by establishing additional ethics requirements beyond those existing in Florida Statutes, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the Town of Surfside Code of Ethics.

It is not sufficient for the Tourist Board to comply with applicable state and local laws. Tourist Board Members must avoid even the appearance of impropriety or any actual or perceived conflict of interest in performance of their official duties as members of the Tourist Board due to their ability to expend Resort Tax Funds.

### II. Definitions

For purposes of this section, the following words, terms and phrases shall have the meaning as indicated below:

- a) *Board Member*. An individual duly appointed by the Town Commission to serve on the Tourist Board.
- b) *Gift*. The transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise or in any other form, without adequate and lawful consideration.
- c) *Immediate family*. The spouse, domestic partner, parents, stepparents, children, and stepchildren of a Tourist Board Member.
- d) *Lobbyist*. All persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modification of any action, decision or recommendation of the Tourist Board.
- e) *Transacting business*. The purchase or sale by the Town or Tourist Board of specific goods or services for consideration.

### III. General Principles

Tourist Board Members shall demonstrate their commitment to the general principles of Tourist Board service. These principles are aspirational in

nature. A member who acts contrary to these principles is not acting in the best interest of the Tourist Board and may be censured by the Tourist Board. However, this section of the Tourist Board's Ethics Policy does not confer jurisdiction on the Miami-Dade Commission on Ethics and Public Trust to commence an investigation or take enforcement action against a member alleged to have violated one or more of these general principles.

- a) Tourist Board members shall act with integrity and in an ethical and professional manner in their interactions with each other, Town of Surfside Elected Officials and staff, consultants, advisors and the general public, so that their behavior will reflect positively upon the Town of Surfside.
- b) Tourist Board Members will be sensitive to the considerable workload of staff when making requests for assistance.
- c) Tourist Board Members must recognize that all Tourist Board decisions and actions are to be based on integrity, competence and independent judgment on the merits and benefits to the general public, visitors, local businesses and residents in the Town of Surfside.
- d) Tourist Board Members shall act with competence and shall strive to maintain and enhance their competence and that of their fellow Board Members.
- e) Tourist Board Members will respectfully consider the opinions of others during deliberations in decision-making, will respect the judgment of the Tourist Board in regards to its decisions and will represent the Tourist Board's position to the Town Commission when necessary.
- f) Tourist Board Members will refrain from using Tourist Board meetings to advance their personal agendas.

#### IV. Standards of Conduct

The Miami-Dade Commission on Ethics and Public Trust will have exclusive jurisdiction for investigation and enforcement of the following standards of conduct, which are unique to the Tourist Board and generally represent stricter standards than those enumerated in the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance or the Town Code of Ethics.

##### a) Gifts

1. A Tourist Board Member shall not solicit or receive a gift regardless of value from lobbyists registered with the Town of Surfside or from proposers, vendors or contractors with the Town of Surfside or the Tourist Board.

2. Tourist Board Members may accept gifts from other sources given to them in their official capacity, where not otherwise inconsistent with the provisions of

the Florida Statutes, the Miami-Dade County Ethics Ordinance and the Town of Surfside Code of Ethics and shall report any gift, or series of gifts from any one person or entity in excess of one hundred dollars.

3. Tourist Board Members will be permitted to solicit gifts on behalf of the Town of Surfside in performance of their official duties for use solely by the Town in conducting its official business or official business of the Tourist Board.

4. Tourist Board Members will be permitted to accept gifts or expenses given to them associated primarily with their employment or business or related to community service performed as an officer, director or volunteer of a corporation or organization.

**b) Voting Conflicts**

1. No Tourist Board Member shall participate in or vote on any matter presented to the Tourist Board if the Member or the Member's immediate family will be directly affected by the action of board unless the action taken would affect the Tourist Board Member no differently than it would affect the public-at-large. Further, no Tourist Board Member who has a special relationship (defined as an officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary) with an applicant or party with a matter before the Tourist Board may participate in the discussions or vote on a matter when such applicant or party with the special relationship appears before the Tourist Board.

2. A Tourist Board Member is not required to absent himself or herself from the meeting when the item is under consideration and may be counted for purposes of maintaining a quorum.

**c) Duty to Disclose**

A Tourist Board Member who stands to indirectly benefit from an action or decision from the Tourist Board, or has a business or professional relationship not enumerated above in the Voting Conflicts section, has a duty to disclose this information verbally at the meeting when such relationship becomes known by the Tourist Board Member.

**d) Communications Outside of Public Meetings**

Section 286.011, Florida Statutes, prohibits Board Members from communicating with one another concerning matters before the Tourist Board or on any matter which foreseeably may come before the Tourist Board. Consistent with the ethics in public contracting section of the Town Code of Ordinance (3-16) and the general principles set forth in Section 2-11.1 of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and Section 2-226 of the Town Code of Ordinances, Tourist Board Members shall not communicate with persons under consideration for consulting work as it relates to specific Tourist Board activities, including but not limited to, individuals or entities seeking to be retained as

advertising and/or public relations consultants; individuals or entities wishing to assist the Tourist Board in organizing special events for the promotion of Surfside as a visitor destination and individuals and entities associated with the media for purposes of placing advertising with said media.

e) Transacting Business with the Tourist Board

1. A firm, company, partnership or other business or professional entity employing a Tourist Board Member or the Member's immediate family may not transact business with the Tourist Board unless a waiver is granted by a super majority vote of the entire Tourist Board.

2. Tourist Board Members will have no private contracts or business dealings with the Tourist Board or with the Town absent those dealings to which members of the general public are entitled.

f) Prohibition on Certain Business Transactions

No Tourist Board Member shall enter into a business transaction with any person or entity that has a contract with the Town of Surfside or the Tourist Board unless the business transaction is an arms-length transaction made in the ordinary course of business.

V. Town Attorney to Render Opinions

Whenever a Tourist Board Member is in doubt as to the proper interpretation or application of the Tourist Board Ethics Policy, with respect to contemplated conduct by the Tourist Board Member, that person may request an opinion from the Town Attorney by providing a statement of all the material facts and questions. Opinions issued under this section shall be published without the use of the name of the person advised unless the person permits the use of a name. If the Tourist Board Member acts in accordance with the opinion, and no material facts were misstated or omitted when requesting an opinion, the opinion will insulate the Tourist Board Member from prosecution by the Miami-Dade Commission on Ethics.

a) Acknowledgement of Receipt

Tourist Board Members are required to abide by the provisions set forth in the Tourist Board Conflict of Interest and Ethics Policy, and upon appointment to the Tourist Board, each Member will receive a copy of the Policy and acknowledge his or her commitment to upholding these principles by reviewing and signing the document and returning it to staff for publication on the Town's website.

**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**

**A. Ethics Ordinance Enhancement** – Mayor Daniel Dietch

Mayor Dietch presented the item. Mayor Dietch stated he is clearly for these standards. Other members of the Commission were not supportive and no action was taken.

**B. Appointment to the Police Retirement Trust Fund per F.S. Ch. 185 (Verbal)** – Guillermo Olmedillo, Town Manager

Town Clerk Nova gave an update and a recommendation. The Commission would like to review and not make a recommendation tonight. No action was taken.

**9. Mayor, Commission and Staff Communications**

**A. Approval to Increase the Parking Meter Rate from \$1.25 to \$1.50 Per Hour** – Guillermo Olmedillo, Town Manager

Manager Olmedillo presented the item. Chief Allen also spoke on the item.

Commissioner Olchyk left at 9:55 p.m.

Commissioner Cohen made a motion to approve. The motion received a second from Vice Mayor Tourgeman. The motion carried 3-2 with Commissioner Karukin voting in opposition and Commissioner Olchyk absent.

**B. Historic Preservation** – Guillermo Olmedillo, Town Manager

Town Planner Sinatra gave a brief explanation on the item.

The Commission was supportive.

**C. Requiring Additional Windows for Each Façade** – Vice Mayor Tourgeman

The Vice Mayor presented the item.

The Commission was supportive.

**D. Paced Development** – Guillermo Olmedillo, Town Manager

Manager Olmedillo presented the item. Commissioner Olchyk was delighted with the concept and wished they had known about it years ago. Commissioner Karukin thinks it is a great idea and fully supports it as does the Mayor. Commissioner Cohen questioned whether there really is a need for this and we should get more input.

Public Speaker Alex Tachmes said the Commission should be very careful and discuss this thoroughly before making a decision. He suggested getting attorney client input before going forward as construction will not be going on forever.

The Mayor said this is a discussion item and will look at staff recommendations.



## MEMORANDUM

ITEM NO. 9E

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager

**Date:** December 11, 2018

**Subject:** Abbott Avenue Drainage Improvements

The Town of Surfside is located on a low-lying barrier island between Biscayne Bay and the Atlantic Ocean and is susceptible to flooding due to tides, high water table, low lying grounds.

Drainage improvements were completed by the Town in 2013 under a FEMA grant to address water quality issues prior to discharge to the Bay. While the project did provide quantity/conveyance/storage improvements incidental to the quality improvements, that was not the primary focus of that project.

Over the past few years the Town has received numerous complaints of water standing in the Abbott Avenue roadway during common rain events. In response to these complaints, the Town commissioned Calvin, Giordano and Associates, Inc. ("CGA") to perform a drainage study and prepare a report to identify the likely causes and recommended steps to mitigate or eliminate the standing water.

CGA has completed the study and has provided its report (Attachment "A" - Section Five of the Report), which concludes that the desired level of service, that will keep the streets dry at all times, for all drainage basins within the Town, cannot be met, but includes mitigating recommendations.

The options presented are:

**Option 1.**

- a) Replace and upsize the existing conveyance pipes and storm inlets at 91<sup>st</sup> Street/Abbott Avenue intersection.

- b) Replace and upsize the existing conveyance pipes and storm inlets at 92<sup>nd</sup> Street/Abbott Avenue intersection.
- c) Provide a Pump Station (2,250 GPM) at the intersection of Abbott Avenue and 92<sup>nd</sup> Street discharging into Indian Creek by a 12" diameter force main. The new 12" drainage FM shall be constructed in place of existing abandoned 8" WM along 92<sup>nd</sup> Street.
- d) Provide 24" diameter conveyance pipe along Abbott Avenue between 91<sup>st</sup> Street and the new proposed pump station.
- e) Provide additional curb inlets along Abbott Avenue between 90<sup>th</sup> Street and 92<sup>nd</sup> Street.
- f) The construction constraints for these improvements would be existing underground FPL/AT&T facilities along Abbott Avenue and existing Electric Poles behind back of curb. Relocation of FPL poles and underground FPL and AT&T facilities might be needed for these proposed improvements.

*Estimated cost including design, permitting and construction is \$982,000.*

**Option 2.**

- a) Implementation of all improvements of Option 1.
- b) Provide three new pressurized drainage wells and a new pump station (10,500 GPM) at the west end of 92<sup>nd</sup> Street.
- c) As an alternative option, the existing Pump Station at 92<sup>nd</sup> Street can be replaced with the new proposed pump station and the new pressurized drainage wells.

*Estimated cost including design, permitting and construction is \$1,720,000.*

**Option 3.**

- a) Implementation of all improvements of Options 1 and 2.
- b) Provide 48" conveyance Trunk line along 91<sup>st</sup> Street.
- c) This option will require extensive utility reconstruction/relocation and complete roadway restoration to construct the proposed 48" drainage pipe.

*Estimated cost including design, permitting and construction is \$4,971,000.*

Any of these options may be financed by one or more of the following:

1. Borrow for the project.
2. Use Stormwater reserves for the project.
3. Levy a special assessment on the properties that benefit from the improvement.
4. Use property tax revenues to fund the project.

From the consultant's report we can conclude that the fiscally prudent way to engage in these improvements is to start with Option 1, and evaluate the performance of these improvements, then consider the additional suggested improvements.

Town Administration is recommending to engage CGA to provide design and permitting services to facilitate the recommended improvements in Option 1, and budget funds to construct the improvements in the upcoming fiscal year's budget.

Reviewed by RS/GO

Prepared by CK

## SECTION FIVE

### STORMWATER MODELING – PROPOSED IMPROVEMENTS

#### 5.1 FLOOD ROUTING FOR PROPOSED IMPROVEMENTS

After evaluation of the existing conditions and ICPR model of the Town's master drainage system, CGA analyzed various alternatives and ICPR models to develop recommendations to help alleviate the deficiencies in the drainage system of Abbott Avenue.

The following general considerations were the basis to develop the recommendations:

- a) The improvements need to be permittable with all regulatory agencies and be in general compliance with current design criteria set-up for acceptable stormwater practices in SFWMD and DRER.
- b) The improvements need to provide a reliable upgrade and upsizing of the system to alleviate flood conditions.
- c) The improvements need to be cost effective.
- d) The improvements should not negatively impact adjacent properties.
- e) The improvements need to be maintainable by the operating entity or the Town's Public Works Department.
- f) The proposed improvements need to be feasible and achievable.

#### 5.2 PROPOSED IMPROVEMENTS

Various measures and solutions were researched to improve the existing flood protection level of service. The most appropriate solutions were incorporated into alternative ICPR models for proposed conditions. Please refer to **Appendix D**, **Appendix E**, and **Appendix F** for ICPR Models for Proposed Improvements. Based on the model results, CGA offers the following improvements to be implemented for the Abbott Avenue drainage system and Surfside master drainage system:

*Option 1:*

- a) Replace and upsize the existing conveyance pipes and storm inlets at 91<sup>st</sup> street /Abbott Avenue intersection.
- b) Replace and upsize the existing conveyance pipes and storm inlets at 92<sup>nd</sup> street /Abbott Avenue intersection.
- c) Provide a Pump Station (2,250 GPM) at the intersection of Abbott Avenue and 92<sup>nd</sup> Street discharging into Indian Creek by a 12" diameter force main. The new 12" drainage FM shall be constructed in place of existing abandoned 8" WM along 92<sup>nd</sup> Street.
- d) Provide 24" diameter conveyance pipe along Abbott Avenue between 91<sup>st</sup> street and the new proposed pump station.
- e) Provide additional curb inlets along Abbott Avenue between 90<sup>th</sup> Street and 92<sup>nd</sup> Street.
- f) The construction constraints for these improvements would be existing underground FPL/AT&T facilities along Abbott Avenue and existing Electric Poles behind back of curb. Relocation of FPL poles and underground FPL and AT&T facilities might be needed for these proposed improvements.

*Option 2:*

- a) Implementation of all improvements of Option 1.
- b) Provide three new pressurized drainage wells and a new pump station (10,500 GPM) at the west end of 92<sup>nd</sup> Street.
- c) As an alternate option, the existing Pump Station at 92nd Street can be replaced with the new proposed pump station and the new pressurized drainage wells.

*Option 3:*

- d) Implementation of all improvements of Option 1 and Option 2.
- e) Provide 48" conveyance Trunk line along 91<sup>st</sup> Street.
- f) This option will require extensive utility reconstruction/relocation and complete roadway restoration to construct the proposed 48" drainage pipe.

The above described improvements will significantly improve the existing level of service for high intensity short-duration storm events. However, due to the deficiencies of the overall master drainage system including insufficient number of pump stations and drainage wells, inadequate size of storm drains, inadequate number of storm inlets, the required level of service for all drainage basins will never be met. The preliminary construction cost estimate for these options is as follows:

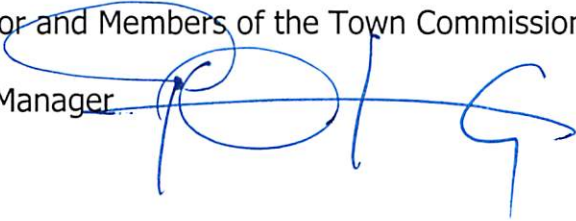
Option 1	\$982,000
Option 2	\$1,720,000
Option 3	\$4,971,000



## MEMORANDUM

ITEM NO. 9F

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Guillermo Olmedillo, Town Manager 

**Date:** December 11, 2018

**Subject:** Byron Avenue Traffic Congestion

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Regional vehicular traffic continues to congest Byron Avenue, between 95<sup>th</sup> and 96<sup>th</sup> Streets, during the peak traffic hours. Drivers use this route to avoid Collins Avenue when they transport children to school and/or seek destinations to the west, trucks still turn north on Byron in spite of "No Trucks" signs and added police enforcement.

A number of additional mitigating alternatives have been used to discourage this behavior, the traffic circle, the bump outs, officers operating the "pickle"; however, there has only been a limited impact.

Several alternatives have been analyzed by FDOT, District 6 using a simulation technology but changes have not been approved.

On December 13<sup>th</sup>, 2018 I have a meeting scheduled with District 6 Secretary Wolfe, when I hope to reach an agreement on an effective solution.

One alternative is to close the intersection at 96<sup>th</sup> Street, similar to the intersection at Carlyle, redirecting the traffic to Abbott, in addition, provide a traffic light at Abbott and 96<sup>th</sup> Street, allowing turning movements east and west and eliminating the existing "right in/right out" diverter.

A second alternative is to move the traffic light to Abbott and the "right in right out diverter" to Byron.

I respectfully request direction from the Town Commission as to the preferred alternative and I recommend that the Town conduct a 90 day trial with the consent of FDOT on the selected alternative.

Prepared by GO