



**Town of Surfside
Special Town Commission Meeting
AGENDA
May 26, 2020
7 p.m.**

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

1. Opening

A. Call to Order

B. Roll Call of Members

C. Mayor and Commission Remarks – Mayor Charles W. Burkett

- Search for a New Town Manager
- Planning and Zoning Consultant

2. Resolutions

A. Resolution to Combat Anti-Hate during COVID-19 – Vice Mayor Tina Paul (PAGES 1-13)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING THE TOWN OF SURFSIDE'S COMMITMENT TO PROTECTING THE SAFETY AND WELFARE OF ALL COMMUNITY MEMBERS AND TO COMBATING HATE SPEECH DUE TO THE COVID-19 HEALTH PANDEMIC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Property Appraiser Exemption of Certain Personal Information – Guillermo Olmedillo, Town Manager (PAGES 14-20)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER FOR ACCESS TO CERTAIN INFORMATION EXEMPT UNDER CHAPTER 119, "PUBLIC RECORDS", OF THE FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

- C. **Interlocal Agreement between Miami-Dade County and the Town of Surfside for the enforcement of Section 8CC of the Miami-Dade County Code as it relates to Section 21-81 of the Miami-Dade County Code – Guillermo Olmedillo, Town Manager (PAGES 21-44)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF SURFSIDE, FLORIDA, TO ALLOW THE TOWN OF SURFSIDE TO ENFORCE SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES PURSUANT TO SECTION 8CC OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

- D. **FY 2020 Budget Amendment - Guillermo Olmedillo, Town Manager (PAGES 45-48)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 5 FOR THE FISCAL YEAR 2020 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Ordinances

- A. **Planning and Zoning Board Membership Requirements – Guillermo Olmedillo, Town Manager (PAGES 49-53)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 90-15 OF CHAPTER 90, "ZONING", OF THE TOWN CODE TO REQUIRE ONE MEMBER OF THE PLANNING AND ZONING BOARD TO HAVE EDUCATION AND/OR EXPERIENCE IN SUSTAINABILITY AND RESILIENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Tourist Board Members Requirements - Guillermo Olmedillo, Town Manager (PAGES 54-57)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 70-124, OF DIVISION 2.–“RESORT TAX BOARD”, OF ARTICLE IV.–“RESORT TAX”, CHAPTER 70 OF THE TOWN CODE, TO REQUIRE ONE MEMBER OF THE RESORT TAX BOARD TO HAVE EDUCATION AND/OR EXPERIENCE IN SUSTAINABILITY AND RESILIENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

- 4. Public Comments from Residents (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.

5. Mayor, Commission and Staff Communications

- A. COVID-19 Task Force Update – Mayor, Vice Mayor and Members of the Town Commission**
- B. New Zoning Code- Procedural and Notice Requirements – Mayor Charles W. Burkett**
- C. 92nd St Beach-end Improvements - Mayor Charles W. Burkett (PAGES 58-59)**
- D. Rope Fencing & Posts-Beachwalk/Hardpack - Mayor Charles W. Burkett**
- E. Develop Capital Improvement Plan (CIP) - Mayor Charles W. Burkett**
- F. 10 Year Water Supply Plan - Mayor Charles W. Burkett**
- G. Various Parks & Recreation Related Events and Initiatives – Mayor Charles W. Burkett**
- H. Building Department File Digitization – Mayor Charles W. Burkett**
- I. Pinzur Communication – Mayor Charles W. Burkett (PAGES 60-66)**
- J. Preservation of Eden Project located at 9300 Collins Avenue - Mayor Charles W. Burkett**
- K. Speeding on Collins and Harding - Mayor Charles W. Burkett**
- L. Amending Town Code Section 2-205 Conduct of Meetings; Agenda – Mayor Charles W. Burkett (PAGES 67-82)**
- M. Homeless Contribution by the Town of Surfside of \$100,000 - Mayor Charles W. Burkett**

- N. **Free (hassle-free) downtown parking for residents - Mayor Charles W. Burkett**
- O. **Charter Amendments to affirm the limit of pay for elected officials to a maximum of \$1 per year, term limits for elected officials of 3 consecutive terms, or any part thereof, for both Mayor & Commissioners, a prohibition on the sale or leasing of any Town property without a referendum & a prohibition against any loan or borrowing of any type, which would put the Town into debt for more than 10% of its annual property tax revenue and which could not be fully amortized within a total of 5 years and restore development protections in the charter- Mayor Charles W. Burkett (PAGES 83-85)**
- P. **Records Retention Policy – Mayor Charles W. Burkett**
- Q. **Regulation of Short-Term Rentals – Mayor Charles W. Burkett (PAGE 86)**
- R. **Star Cleaning service (Street Sweeping) – Mayor Charles W. Burkett**
- S. **S.M.A.R.T Goals, Quality Control & Quality Assurance – Commissioner Charles Kesl**
- T. **Design Review Board Discussion – Staff Report – Guillermo Olmedillo, Town Manager (PAGES 87-105)**
- U. **Weiss Serota Contract Follow up – Staff Report – Guillermo Olmedillo, Town Manager (PAGES 106-112)**
- V. **Town Pension Benefits for Non-Public Safety Employees – Mayor Charles W. Burkett (PAGES 113-130)**
- W. **Additional lighting in the residential area – Staff Report – Guillermo Olmedillo, Town Manager (PAGES 131-159)**
- X. **Construction Guidelines for Hurricane Season – Commissioner Nelly Velasquez**
- Y. **Brightview Agreement (FKA Luke’s Landscape) Report and Follow up– Staff Report – Guillermo Olmedillo, Town Manager (PAGES 160-162)**
- Z. **Lowering of Property Taxes and Water Bills – Staff Report – Guillermo Olmedillo, Town Manager (PAGES 163-200)**
- AA. **CGA Contract Follow Up – Staff Report – Guillermo Olmedillo, Town Manager (PAGES 201-207)**
- BB. **Discussion Regarding Appointments to Committees and Boards – Sandra N. McCready, Town Clerk**
- CC. **Flooding/ Drainage Improvements – Staff Report – Guillermo Olmedillo, Town Manager (PAGES 208-228)**
- DD. **Downtown Lighting RFP – Mayor Charles W. Burkett**
- EE. **Undergrounding power lines – Staff Report – Guillermo Olmedillo, Town Manager (PAGES 229-235)**
- FF. **Dog Park – Mayor Charles W. Burkett (PAGES 236-237)**

- GG. FPL Solar Together Program - Vice Mayor Tina Paul (PAGES 238-241)**
- HH. Climate Environmental Collective - Revised - Vice Mayor Tina Paul (PAGES 242-243)**
- II. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission – Mayor Charles W. Burkett (PAGES 244-255)**
- JJ. How our Zoning Protections Against Over-Development Were Gutted - Mayor Charles W. Burkett**
- KK. Amending Town Code Section 2-233 to Include Non-for-Profit – Mayor Charles W. Burkett**
- LL. Amending Town Code Section 2-237 Business Relationships – Commissioner Eliana Salzhauer**
- MM. Staffing Hiring Freeze - Commissioner Eliana Salzhauer**
- NN. Speeding & Stop Sign Running - Commissioner Eliana Salzhauer**
- OO. Surfside Point Lake Subaqueous WM Crossing - Bid Documents – Guillermo Olmedillo, Town Manager (PAGES 256-310)**
- PP. Beachwalk Trimming- Staff Report – Guillermo Olmedillo, Town Manager (PAGE 311)**
- QQ. Pool Deck Lighting for Extended Winter Hours- Staff Report – Guillermo Olmedillo, Town Manager (PAGE 312)**
- RR. Community Center Second Floor – Staff Report - Guillermo Olmedillo, Town Manager (PAGE 313)**
- SS. Streamline Town Staffing – Commissioner Eliana Salzhauer (PAGES 314-315)**
- TT. Miami Christmas Lights Contract - Guillermo Olmedillo, Town Manager**
- UU. Repeal of Ordinance No. 17-1662 Beach Furniture – Mayor Charles W. Burkett (PAGES 316-323)**
- VV. Replace Ordinance No. 17-1662 Beach Furniture with New Beach Furniture Ordinance – Commissioner Eliana Salzhauer**
- WW. Designated (Painted) Walking Areas in the Residential District- Staff Report – Guillermo Olmedillo, Town Manager (PAGES 324-326)**
- XX. Arya Gray Memorial – Commissioner Eliana Salzhauer**
- YY. Procurement Expertise – Commissioner Eliana Salzhauer**
- ZZ. Take Home Vehicles - Commissioner Eliana Salzhauer**
- AAA. Interlocal Shuttle System Report Update – Guillermo Olmedillo, Town Manager (PAGES 327-388)**
- BBB. Police Body-Worn Camera System - Guillermo Olmedillo, Town Manager [This item will come back as a resolution at a later Commission meeting] (PAGES 389-444)**

Thirty (30) Day Staff Report– Items from March 24, 2020 Special Town Commission Meetings – COMPLETED

Thirty (30) Day Staff Report – Items from March 31, 2020 Special Town Commission Meetings – COMPLETED

Thirty (30) Day Staff Report – Items from April 7, 2020 Special Town Commission Meetings – COMPLETED

Thirty (30) Day Staff Report – Items from April 16, 2020 Regular Town Commission Meetings – COMPLETED

Thirty (30) Day Staff Report – Items from April 21, 2020 Regular Town Commission Meetings

- A. **Stormwater Masterplan - Staff Report – Guillermo Olmedillo, Town Manager**

Thirty (30) Day Staff Report – Items from April 28, 2020 Regular Town Commission Meetings

- A. **Beach Preservation Initiatives (“Carry On-Carry Off”/ Clean-Ups/ Chair-Free Safe Space Behind Community Center) - Commissioner Eliana Salzhauer**
- B. **Comparison of 2006 Code to 2020 Code – Staff Report – Guillermo Olmedillo, Town Manager**
- C. **Securing Power Infrastructure: Timely Action Plan for Hurricane Season through accountability now by FPL, ATT and Atlantic Broadband – Commissioner Charles Kesl**
- D. **Abbott Avenue Drainage Improvements – Commissioner Nelly Velasquez**
- E. **Downtown Surfside Sidewalk Beautification - Plans and Studies -Mayor Charles W. Burkett**

Items Completed or Removed from Previous Agendas

- A. **Resolution Adopting an Amended Resiliency Reserve Policy Revision**
- B. **Resolution Approving the March 17, 2020 Town of Surfside Municipal Election**

- C. Resolution Abolishing the Sustainability and Resiliency Committee**
- D. Resolution Amending the Downtown Vision Advisory Committee**
- E. Resolution Reauthorizing the Parks and Recreation Committee**
- F. “Flash Your Lights” - Commissioner Eliana Salzhauer**
- G. Mandatory Face Mask in the Town of Surfside – Commissioner Nelly Velasquez**
- H. Bandanas for Town Residents – Commissioner Eliana Salzhauer**
- I. Commission Meeting Starting Time at 6:00pm – Mayor Charles W. Burkett**
- J. Discussion Regarding Assistant Town Manager position and Action -**
Commissioner Nelly Velasquez
- K. Photovoltaic RFP - Mayor Charles W. Burkett**
- L. Facilities Review - Mayor Charles W. Burkett**
- M. Kayak Launch - Mayor Charles W. Burkett**
- N. Jacober Contract – Mayor Charles W. Burkett**
- O. Zambelli Fireworks Manufacturing - Mayor Charles W. Burkett**
- P. Small Business Survival Grant - Vice Mayor Tina Paul**
- Q. Review of Amendment No. 2 to Update No. 5 Town of Surfside Emergency Measures – Vice Mayor Tina Paul**
- R. Downtown Surfside Sidewalk Beautification - Plans and Studies -**
Mayor Charles W. Burkett [*Downtown Vision Advisory Committee to discuss*]
- S. Sidewalk on N 95th St between Abbott and Byron - Mayor Charles W. Burkett**
- T. Beach Raking – Mayor Charles W. Burkett**
- U. Community Digital Signs – Mayor Charles W. Burkett**
- V. Government Academy - Mayor Charles W. Burkett**
- W. Various Tourism Related Events, Initiatives, and Destination Marketing - Mayor Charles W. Burkett**
- X. Classification and Compensation Study – Mayor Charles W. Burkett**

6. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

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

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

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

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

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



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: May 18, 2020

From: Vice Mayor Tina Paul

Subject: Resolution to Combat Anti-Hate during COVID-19

Objective – Approve the Covid-19 Anti-Hate Resolution as a commitment to protect the safety and welfare of all community members from all forms of discrimination and hate including Anti-Semitism, Racism, Islamophobia, and Sinophobia, due to the Covid-19 health pandemic.

Consideration – Since the outbreak of the Covid-19 virus, people of all racial, national and ethnic backgrounds have been affected. Covid-19 has no political boundaries and was not created or caused by any race, nationality or ethnicity. The safety, security and equal treatment of all people must be assured during the Covid-19 pandemic.

Hate crimes, discrimination and aggression against Asians and Jews are on the rise throughout the country as these groups are being blamed for the Covid-19 outbreak and spread. In times of great fear, uncertainty and unrest can lead to demonization, blaming and scapegoating of groups. As individuals, we have the ability to promote inclusiveness, celebrate diversity, support all fellow community members, prevent the spread of misinformation, and reject hate and bias in all forms.

Recommendation – Approve and adopt the Resolution attached, to denounce discrimination and aggressive, hate motivated-behavior during the Covid-19 emergency.



HOLOCAUST
MEMORIAL
DAY TRUST

FIRST THEY CAME

PASTOR MARTIN NIEMOLLER

First they came for the Communists
And I did not speak out
Because I was not a Communist
Then they came for the Socialists
And I did not speak out
Because I was not a Socialist
Then they came for the trade unionists
And I did not speak out
Because I was not a trade unionist
Then they came for the Jews
And I did not speak out
Because I was not a Jew
Then they came for me
And there was no one left
To speak out for me.

To learn more about Holocaust Memorial Day and discover more poetry featuring a variety of experiences of the Holocaust, Nazi persecution and subsequent genocides please visit us online:



HMD.ORG.UK



Spit On, Yelled At, Attacked: Chinese-Americans Fear for Their Safety

As bigots blame them for the coronavirus and President Trump labels it the “Chinese virus,” many Chinese-Americans say they are terrified of what could come next.

By Sabrina Tavernise and Richard A. Oppel Jr.

Published March 23, 2020 Updated April 10, 2020

WASHINGTON — Yuanyuan Zhu was walking to her gym in San Francisco on March 9, thinking the workout could be her last for a while, when she noticed that a man was shouting at her. He was yelling an expletive about China. Then a bus passed, she recalled, and he screamed after it, “Run them over!”

She tried to keep her distance, but when the light changed, she was stuck waiting with him at the crosswalk. She could feel him staring at her. And then, suddenly, she felt it: his saliva hitting her face and her favorite sweater.

In shock, Ms. Zhu, who is 26 and moved to the United States from China five years ago, hurried the rest of the way to the gym. She found a corner where no one could see her, and she cried quietly.

“That person didn’t look strange or angry or anything, you know?” she said of her tormentor. “He just looked like a normal person.”

As the coronavirus upends American life, Chinese-Americans face a double threat. Not only are they grappling like everyone else with how to avoid the virus itself, they are also contending with growing racism in the form of verbal and physical attacks. Other Asian-Americans — with families from Korea, Vietnam, the Philippines, Myanmar and other places — are facing threats, too, lumped together with Chinese-Americans by a bigotry that does not know the difference.

In interviews over the past week, nearly two dozen Asian-Americans across the country said they were afraid — to go grocery shopping, to travel alone on subways or buses, to let their children go outside. Many described being yelled at in public — a sudden spasm of hate that is reminiscent of the kind faced by American Muslims, Arabs and South Asians in the United States after the terrorist attacks of Sept. 11, 2001.

But unlike in 2001, when President George W. Bush urged tolerance of American Muslims, this time President Trump is using language that Asian-Americans say is inciting racist attacks.

Mr. Trump and his Republican allies are intent on calling the coronavirus “the Chinese virus,” rejecting the World Health Organization’s guidance against using geographic locations when naming illnesses, since past names have provoked a backlash.

Mr. Trump told reporters on Tuesday that he was calling the virus “Chinese” to combat a disinformation campaign by Beijing officials saying the American military was the source of the outbreak. He dismissed concerns that his language would lead to any harm.

On Monday evening, Mr. Trump tweeted, “It is very important that we totally protect our Asian American community in the United States.” He added they should not be blamed for the pandemic, though he did not comment on his use of the phrase “Chinese virus.”

“If they keep using these terms, the kids are going to pick it up,” said Tony Du, an epidemiologist in Howard County, Md., who fears for his son, Larry. “They are going to call my 8-year-old son a Chinese virus. It’s serious.”

Mr. Du said he posted on Facebook that “this is the darkest day in my 20-plus years of life in the United States,” referring to Mr. Trump’s doubling down on use of the term.

While no firm numbers exist yet, Asian-American advocacy groups and researchers say there has been a surge of verbal and physical assaults reported in newspapers and to tip lines.

San Francisco State University found a 50 percent rise in the number of news articles related to the coronavirus and anti-Asian discrimination between Feb. 9 and March 7. The lead researcher, Russell Jeung, a professor of Asian-American studies, said the figures represented “just the tip of the iceberg” because only the most egregious cases would be likely to be reported by the media.

Professor Jeung has helped set up a website in six Asian languages to gather firsthand accounts; some 150 cases have been reported on the site since it was started last Thursday.



Tony Du, an epidemiologist in Howard County, Md., said that hearing government leaders call the coronavirus the “Chinese virus” had made him afraid for his son, Larry, 8. Alyssa Schukar for The New York Times

Benny Luo, founder and chief executive of NextShark, a website focused on Asian-American news, said the site used to get a few tips a day. Now it is dozens.

“We’ve never received this many news tips about racism against Asians,” he said. “It’s crazy. My staff is pulling double duty just to keep up.” He said he was hiring two more people to help.

Latest Updates: Coronavirus Outbreak in the U.S.

- [The House will vote tonight on a \\$3 trillion relief package that Trump and the Senate oppose.](#)
- [The House approved a plan to allow members to vote remotely for the first time.](#)
- [Fears grow over new outbreaks as more states lift restrictions.](#)

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No one is immune to being targeted. Dr. Edward Chew, the head of the emergency department at a large Manhattan hospital, is on the front lines of fighting the coronavirus. He said that over the past few weeks, he had noticed people trying to cover their nose and mouth with their shirts when they are near him.

Dr. Chew has been using his free time to buy protective gear, like goggles and face shields, for his staff in case his hospital runs out. On Wednesday night at a Home Depot, with his cart filled with face shields, masks and Tyvek suits, he said he was harassed by three men in their 20s, who then followed him into the parking lot.

“I heard of other Asians being assaulted over this, but when you are actually ridiculed yourself, you really feel it,” he said the following day.

A writer for The New Yorker, Jiayang Fan, said she was taking out her trash last week when a man walking by began cursing at her for being Chinese.

“I’ve never felt like this in my 27 yrs in this country,” she wrote on Twitter on Tuesday. “I’ve never felt afraid to leave my home to take out the trash bc of my face.”

Attacks have also gotten physical.

In the San Fernando Valley in California, a 16-year old Asian-American boy was attacked in school by bullies who accused him of having the coronavirus. He was sent to the emergency room to see whether he had a concussion.

In New York City a woman wearing a mask was kicked and punched in a Manhattan subway station, and a man in Queens was followed to a bus stop, shouted at and then hit over the head in front of his 10-year-old son.

People have rushed to protect themselves. One man started a buddy-system Facebook group for Asians in New York who are afraid to take the subway by themselves. Gun shop owners in the Washington, D.C., area said they were seeing a surge of first-time Chinese-American buyers.

At Engage Armament in Rockville, Md., most gun buyers in the first two weeks of March have been Chinese-American or Chinese, according to the owner, Andy Raymond.

More than a fifth of Rockville’s residents are of Asian ethnicity, and Mr. Raymond said buyers from Korean and Vietnamese backgrounds were not unusual. But Mr. Raymond said he was stunned by the flow of Chinese customers — in particular green-card holders from mainland China — that began earlier this month, a group that rarely patronized his shop before.

“It was just nonstop, something I’ve never seen,” he said.

Mr. Raymond said that few of the Asian customers wanted to talk about why they were there, but when one of his employees asked a woman about it, she teared up. “To protect my daughter,” she replied.

For recent immigrants like Mr. Du who are in close touch with friends and family in China, the virus has been a screaming danger for weeks that most Americans seemed oblivious to.

Mr. Du is trying to remain hopeful. He spends his weekends training to become a volunteer with Maryland’s emergency medical workers. He is part of a group of Chinese-American scientists who organized a GoFundMe account to raise money for protective gear for hospital workers in the area. In three days, they raised more than \$55,000, nearly all in small donations.

But he said he was afraid of the chaos that could be unleashed if the United States death toll rises significantly.

Already a gun owner, Mr. Du, 48, said he was in the process of buying an AR-15-style rifle.

“Katrina is not far away,” he said, alluding to the unrest in New Orleans following Hurricane Katrina in 2005. “And when all these bad things come, I am a minority. People can see my face is Chinese, clearly. My son, when he goes out, they will know his parents are Chinese.”

“It’s a look of disdain,” said Chil Kong, a Korean-American theater director in Maryland. “It’s just, ‘How dare you exist in my world. You are a reminder of this disease and you don’t belong in my world.’” Alyssa Schukar for The New York Times

For American-born Asians, there is a sudden sense of being watched that is as unsettling as it is unfamiliar.

“It’s a look of disdain,” said Chil Kong, a Korean-American theater director in Maryland. “It’s just: ‘How dare you exist in my world? You are a reminder of this disease, and you don’t belong in my world.’”

He added: “It’s especially hard when you grow up here and expect this world to be yours equally. But we do not live in that world anymore. That world does not exist.”

One debate among Asian-Americans has been over whether to wear a mask in public. Wearing one risks drawing unwanted attention; but not wearing one does, too. Ms. Zhu said her parents, who live in China, offered to ship her some.

“I’m like, ‘Oh please, don’t,’” she said. She said she was afraid of getting physically attacked if she wore one. “Lots of my friends, their social media posts are all about this: We don’t wear masks. It’s kind of more dangerous than the virus.”

A 30-year-old videographer in Syracuse, N.Y., said he was still shaken from a trip to the grocery store last week, when the man ahead of him in the checkout line shouted at him, “It’s you people who brought the disease,” and other customers just stared at him, without offering to help. That same day, he said, two couples verbally abused him at Costco.

Edward, a videographer in Syracuse, N.Y., said he was still shaken from a recent episode in a grocery store. Libby March for The New York Times

“I feel like I’m being invaded by this hatred,” said the man, Edward, who asked that his last name not be used because he feared attracting more attention. “It’s everywhere. It’s silent. It’s as deadly as this disease.”

He said he had tried to hide the details of what happened from his mother, who moved to the United States from China in the 1970s. But there was one thing he did tell her.

“I told her, whatever you do, you can’t go shopping,” he said. “She needed to know there’s a problem and we can’t act like it’s normal anymore.”

Anti-Hate Resolution

WHEREAS, since the outbreak of the COVID-19 virus, more than [XX] cases and more than [XX] deaths have been confirmed worldwide as of [DATE], according to the Johns Hopkins University Coronavirus Resource Center, and according to the Centers for Disease Control and Prevention, [XX] cases and [XX] deaths have been reported in the United States as of [DATE]; and

WHEREAS, COVID-19 will not be stopped by political boundaries and was not created or caused by any race, nationality or ethnicity, and the World Health Organization has cautioned against using geographic descriptors that can fuel ethnic and racial discrimination; and

WHEREAS, COVID-19 has infected people from all racial, national and ethnic backgrounds; and

WHEREAS, the [COUNTY/CITY] is fully committed to the safety, security, and equal treatment of its residents as it confronts the COVID-19 pandemic; and

WHEREAS, each individual has the ability to promote inclusiveness, celebrate diversity, support all fellow community members, prevent the spread of misinformation, and reject hate and bias in all forms; and

WHEREAS, hate crimes, discrimination and aggression against Asians and Jews are on the rise throughout the country as these groups are being blamed for the COVID-19 outbreak and spread; and

WHEREAS, as our history has shown, times of great fear, uncertainty and unrest can lead to the demonization, blaming, and scapegoating of groups as the “other;” and

WHEREAS, extremists are taking advantage of COVID-19 to spread their hateful ideologies, including antisemitism, racism, Islamophobia, and Sinophobia; and

WHEREAS, amid the growing spread of COVID-19, there are surging reports of bias-motivated incidents targeting members of the Asian and Pacific Islander community in the U.S.; and

WHEREAS, COVID-19 is a public health issue, not a racial, religious or ethnic one, and the deliberate use of terms such as “Chinese virus” or “Kung Fu virus” to describe COVID-19 only encourages hate crimes and incidents against Asians and further spreads misinformation at a time when communities should be working together to get through this crisis; and

WHEREAS, the Jewish community has been targeted with blame, hate, antisemitic tropes and conspiracy theories about their creating, spreading and profiting from COVID-19; and

WHEREAS, to target and stigmatize specific communities for the COVID-19 outbreak and world-wide spread creates an inexcusable risk to all community members; and

WHEREAS, it is critical that the [COUNTY/CITY] take leadership and stand in solidarity with its Asian and Jewish communities to send a message that discriminatory and hate-motivated behavior or violence will not be tolerated; and

WHEREAS, all persons are encouraged to report any such antisemitic, discriminatory or racist incidents to the proper authorities for investigation; and

WHEREAS, the [COUNTY/CITY] wishes to affirm its commitment to the well-being and safety of its Asian and Jewish community members and ensure they know they are not alone and that the [COUNTY/CITY] is committed to ending the spread of all forms of hate and bigotry.

NOW, THEREFORE, BE IT RESOLVED by the _____ of the [COUNTY/CITY] of _____, (State), that:

1. The [COUNTY/CITY] denounces antisemitism, anti-Asian bigotry, and all hateful speech, violent action and the spread of misinformation related to COVID-19 that casts blame, promotes racism or discrimination or harms the [COUNTY/CITY] Asian and Pacific Islander, Jewish, immigrant or other communities.
2. The [COUNTY/CITY] joins cities, counties and states across the country in affirming its commitment to the safety and well-being of all community members, including the Asian and Jewish communities, and in combatting hate crimes targeting Asians, Jews and Pacific Islanders.
3. The [COUNTY/CITY] will continue its efforts to protect residents and targets and victims of hate, and to prosecute and curb hate acts related to COVID-19 in partnership with nonprofit organizations, the County of _____ District Attorney's Office, the _____ Police Department and other law enforcement partners.
4. The [COUNTY/CITY] pledges to support the inalienable rights of all people in our community, who should be treated with respect and must remain safe during this pandemic. We call upon all our residents to treat each other with respect.
5. The [COUNTY/CITY], urges residents to join us in calling attention to these harms and denouncing hate to help keep us all safe during this unprecedented pandemic and beyond.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING THE TOWN OF SURFSIDE'S COMMITMENT TO PROTECTING THE SAFETY AND WELFARE OF ALL COMMUNITY MEMBERS AND TO COMBATING HATE SPEECH DUE TO THE COVID-19 HEALTH PANDEMIC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 1, 2020, the Governor of Florida issued Executive Order Number 20-51 directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19/Novel Coronavirus (“COVID-19”) in Florida; and

WHEREAS, on March 12, 2020, the Town of Surfside (“Town”) adopted Resolution No. 2020-2676, declaring a State of Emergency due to COVID-19; and

WHEREAS, the Town continues to respond to the threats posed by COVID-19 in order to protect the public health, safety, and welfare of its residents, businesses, employees and visitors; and

WHEREAS, COVID-19 has infected more than 3,222,107 individuals worldwide, affecting individuals of all races, national and ethnic backgrounds, and religions; and

WHEREAS, extremists are taking advantage of COVID-19 by spreading hateful ideologies, including antisemitism, racism, Islamophobia, and Sinophobia; and

WHEREAS, Asian and Jewish individuals are wrongly being blamed for the COVID-19 pandemic, causing an increased frequency of hate crimes, discrimination, and aggression towards these groups; and

WHEREAS, COVID-19 is a public health crisis, and the use of racial, religious, or ethnic terms, such as “Chinese virus” or “Kung Fu virus”, to describe COVID-19 encourages

hate crimes against Asians and Pacific Islanders and furthers the spread of misinformation at a time when communities should be working together to overcome the COVID-19 emergency; and

WHEREAS, the Jewish community has been targeted with blame, hate, anti-Semitic tropes, and conspiracy theories about the community creating, spreading, and profiting from COVID-19; and

WHEREAS, it is critical that the Town take leadership and stand in solidarity with its Asian and Jewish communities to denounce discriminatory and hate-motivated behavior and violence towards them; and

WHEREAS, all individuals are encouraged to report anti-Semitic, discriminatory, or racist incidents to proper authorities for discrimination; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents 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. **Declaration.** The Town ~~Council~~ **Commission** hereby declares the Town's commitment to protecting the safety and welfare of all community members and to combatting all forms of hate speech, including antisemitism, racism, Islamophobia, and Sinophobia, due to the COVID-19 health pandemic.

Section 3. **Implementation.** The Town Manager and/or designees are hereby authorized to take all actions necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED on this 26th day of May, 2020.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

Attest:

Sandra Novoa, MMC

Town Clerk

Approved as to Form and Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney



MEMORANDUM

ITEM NO. **2B**

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

From: Guillermo Olmedillo, Town Manager

Date: May 26, 2020

Subject: Property Appraiser exemption of certain personal information

Florida's public records law (Chapter 119, F.S.) requires the Property Appraiser's Office to maintain as exempt certain personal information of qualifying individuals from its records. Due to recent changes to Florida's public records law, which went into effect on July 1, 2019, the Property Appraiser's Office must now maintain as exempt certain additional information.

The attached agreement of access would allow the Town continued access to this information and the ability to charge non-ad valorem assessments. The Town currently charges single family homes their annual solid waste fee via a non-ad valorem assessment.

Reviewed by: LA

Prepared by: JDG



MIAMI-DADE COUNTY
PROPERTY APPRAISER
ADMINISTRATION DIVISION

PEDRO J. GARCIA
PROPERTY APPRAISER

May 13, 2020

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

Dear Mr. Olmedillo:

Florida's public records law (Chapter 119, F.S.) requires the Property Appraiser's Office to maintain as exempt certain personal information of qualifying individuals from its records. Due to recent changes to Florida's public records law, which went into effect on July 1st, 2019, the Property Appraiser's Office must now maintain as exempt certain additional information, including "the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address."

Pursuant to Florida law, the Property Appraiser's Office may share exempt information with other governmental entities as required for their legitimate governmental operations. It then becomes the responsibility of any such entities to protect from disclosure the exempt information as required by the public records law.

Presently, your municipality utilizes the uniform method of collecting non-ad valorem assessments. In order to prepare the non-ad valorem assessment roll, your municipality will require certain information regarding the properties subject to the assessment, including information exempt from disclosure. In order for our office to provide you with this exempt information for the purpose of preparing your municipality's non-ad valorem assessment roll, and placing the assessment on the TRIM Notice, your municipality must execute the attached agreement, providing for the protection of the exempt information described above. To ensure the timely receipt of the information required to prepare your municipality's non-ad valorem assessment roll for 2020, please return the signed agreement as soon as possible.

Additionally, once your municipality has executed the attached agreement, please have your municipality's Information Technology (IT) staff contact Jose Nodarse, Property Appraiser, Chief of Information Services, at 305-375-1027 as soon as possible, to discuss the process of providing your municipality with the exempt information.

If you have any questions, please contact me at 305-375-4004.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lazaro Solis".

Lazaro Solis, Deputy Property Appraiser

Attachment

cc: Jason Greene, Finance Director

RESOLUTION NO. 2020- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER FOR ACCESS TO CERTAIN INFORMATION EXEMPT UNDER CHAPTER 119, “PUBLIC RECORDS”, OF THE FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) currently charges single-family residential households solid waste fees through a non-ad valorem assessment using information provided by the Miami-Dade County Property Appraiser (“Property Appraiser”); and

WHEREAS, recent changes to Chapter 119, “Public Records”, of the Florida Statutes exempt certain information that the Property Appraiser provides to the Town to issue non-ad valorem assessments; and

WHEREAS, the Town wishes to enter into an interlocal agreement, in substantially the form attached hereto as Exhibit “A”, with the Property Appraiser (“Interlocal Agreement”) to continue accessing exempt information used for the issuance of non-ad valorem assessments; and

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

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

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

Section 2. Approval and Authorization. The Interlocal Agreement between the Town and the Property Appraiser, substantially in the form 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 is authorized to finalize and execute the Interlocal Agreement, in substantially the same form attached hereto as Exhibit “A”.

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

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

PASSED AND ADOPTED this 26th day of May, 2020.

Moved By: _____
Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, 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

**AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED
BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER**

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER (**AGREEMENT**), made and entered into this ____ day of _____, 20____, by and between the _____, **FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the “**Municipality**”) and the **MIAMI-DADE COUNTY PROPERTY APPRAISER**, (hereinafter referred to as the “**Property Appraiser**”).

WITNESSETH

WHEREAS, the Municipality has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes (“**Exempt Information**”).

WHEREAS, under section 119.071 of the Florida Statutes, “home addresses” includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

WHEREAS, the Municipality shall only request Exempt Information when there is a statutory or official need for the Exempt Information.

WHEREAS, the Municipality shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

WHEREAS, the Municipality’s governing body has approved this agreement via Resolution _____ and authorized the below signatory to execute this agreement on behalf of the Municipality,

NOW, THEREFORE, in consideration of the covenants herein provided, the Municipality and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.
2. Before the Municipality requests any Exempt Information from the Property Appraiser, the Municipality shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the Municipality or any of its agents or employees, except as authorized by Florida law.
3. The Municipality shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of government and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.
4. When in receipt of Exempt Information from the Property Appraiser, the Municipality acknowledges that its employees, successors, and authorized agents are subject to the same requirements exempting such records from public disclosure and the same penalties for violation of those requirements as the Property Appraiser. The Municipality accepts full

responsibility for the actions of its employees, successors, and authorized agents with regards to the Exempt Information.

5. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, if applicable, the Municipality does hereby agree to indemnify and hold the Property Appraiser, its officials, employees, and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Exempt Information, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the Municipality's failure to maintain the Exempt Information in accordance with Florida law.
6. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the Municipality and the Property Appraiser and shall remain in full force and effect and be binding on the Municipality, and any permitted successors or assigns.
7. In the event that the Municipality requests any third party to assume any of its responsibilities as it relates to the Exempt Information or this Agreement, the Municipality must require the third party to agree in writing that it is subject to, and must comply with, all terms of this Agreement and that it must protect the Exempt Information from disclosure. Such agreement by the third party must be signed before the Municipality allows the third party to access any Exempt Information. The Municipality acknowledges that such assumption by a third party shall not relieve the Municipality from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the Property Appraiser to any liability for any damage, injury, or claim that may arise. A failure of the Municipality to comply with this section shall be a breach of this Agreement and therefore a termination of the Agreement without the notice requirement in section 9.
8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the Property Appraiser's sovereign rights.
9. Either party to this Agreement may terminate the Agreement with seven (7) days' written notice to the other party. Upon termination of the Agreement, the Municipality shall destroy all Exempt Information within ten (10) days. The Municipality's obligation to protect the Exempt Information from disclosure shall remain in full force and effect following the termination of the Agreement.
10. The language agreed to herein expresses the mutual intent and agreement of the Property Appraiser and the Municipality, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
11. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the

persons listed herein. For the present, the Municipality and Property Appraiser designate the following as the respective places for notice purposes:

Municipality: _____

With a Copy to: _____

Property Appraiser Miami-Dade County
Office of the Property Appraiser
111 Northwest First Street, Suite 710
Miami, Florida 33128

With a Copy to: Miami-Dade County Attorney's Office
111 Northwest First Street, Suite 2810
Miami, Florida 33128

IN WITNESS WHEREOF, the _____ (Municipality) has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

ATTEST: _____, **a municipal corporation**

By: _____
Clerk

By: _____
Mayor/Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS: _____

Municipal Attorney

MIAMI-DADE COUNTY PROPERTY APPRAISER

ATTEST:

By: _____
Property Appraiser or Designee

_____ Date



MEMORANDUM

ITEM NO. 2C

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

From: Guillermo Olmedillo, Town Manager

Date: May 26th, 2020

Subject: Interlocal Agreement between Miami-Dade County and the Town of Surfside for the enforcement of Section 8CC of the Miami-Dade County Code as it relates to Section 21-81 of the Miami-Dade County Code.

This Interlocal Agreement between Miami-Dade County and the Town of Surfside for the enforcement of Section 8CC of the Miami-Dade County Code as it relates to Section 21-81 of the Miami-Dade County Code will authorize the Surfside Police Department to issue Miami-Dade County Civil Citations for nonviolent misdemeanors. This provides municipal law enforcement officers with the discretion of issuing civil citations in lieu of making an arrest or issuing a Promise to Appear (PTA). Officers may consider to issue civil citations if the violator has no criminal history, has a criminal history but it is unrelated to the current violation, has a criminal record that is more than three years old, or to educate the offender for a minor violation. This will provide the police with an additional option and the offender avoids an arrest and criminal record.

Fines collected from the issuance of civil violations will be reimbursed to the Town of Surfside after a 17%-20% deduction for the administrative costs of processing the civil violation notices. The Town of Surfside shall reimburse Miami-Dade County for the administrative costs of the hearings on appeals from violations, attorney fees, and transcript and clerical costs during the proceedings.

This agreement would be in effect from the date of execution and will continue for three (3) years. At the expirations of the three (3) year period the County and the Town may enter a new interlocal agreement required by section 8CC-11 of the Miami-Dade County Code in order for the Town to continue its enforcement efforts.

Staff recommends a motion to approve a resolution to authorize the Interlocal Agreement between Miami-Dade County and the Town of Surfside for the enforcement of Section 8CC of the Miami-Dade County Code as it relates to Section 21-81 of the Miami-Dade County Code.

Prepared by: Chief Julio Yero

Reviewed By:

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF SURFSIDE, FLORIDA, TO ALLOW THE TOWN OF SURFSIDE TO ENFORCE SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES PURSUANT TO SECTION 8CC OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 2, 2016, the Board of County Commissioners of Miami-Dade County (“County”) passed Resolution No. R-136-16, authorizing the County to enter into interlocal agreements with municipalities to allow them to enforce Section 21-81 of the County Code of Ordinances (“County Code”) pursuant to Section 8CC-11 of the County Code; and

WHEREAS, the Town of Surfside (“Town”) is a municipality within the County eligible to enter into an interlocal agreement with the County to enforce Section 21-81 of the County Code; and

WHEREAS, the Town desires the authority to issue civil citations and otherwise enforce the provisions of Section 21-81 of the County Code; and

WHEREAS, the Town Commission wishes to enter into an interlocal agreement, in substantially the same form attached hereto as Exhibit “A”, with the County (“Interlocal Agreement”) for purposes of enforcing Section 21-81 of the County Code; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents 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 Interlocal Agreement. The Interlocal Agreement between the Town and the County, substantially in the form attached hereto as Exhibit “A”, is hereby approved, subject to the Town Attorney’s approval as to form, content, and legal sufficiency.

Section 3. Implementation. The Town Manager is hereby authorized to execute the Interlocal Agreement, and the Town Manager and Town Police Department are further authorized to take all actions necessary to implement the Interlocal Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 26th day of May, 2020.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

MEMORANDUM

Amended
Agenda Item No. 11(A)(8)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

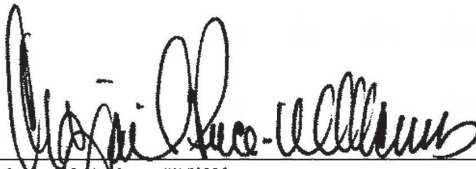
DATE: September 4, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the terms of an interlocal agreement that allows municipalities, universities, colleges, district school boards, and their respective police departments to enforce violations of specified code sections, as they may be amended from time to time, through civil code penalties pursuant to chapter 8CC of the Code, including utilizing the Miami-Dade County Diversion Program for satisfaction of any eligible civil citations issued within their respective jurisdictions; authorizing the County Mayor to execute such agreements with municipalities, universities, colleges, district school boards, and their respective police departments; and authorizing the County Mayor to exercise the amendment, renewal, and termination provisions contained therein

Resolution No. R-957-19

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman, and Co-Sponsors Commissioner Daniella Levine Cava, Commissioner Jose "Pepe" Diaz, Commissioner Eileen Higgins and Commissioner Barbara J. Jordan.



Abigail Price-Williams
County Attorney

APW/smm



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: September 4, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Amended
Agenda Item No. 11(A)(8)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 11(A)(8)
9-4-19

RESOLUTION NO. R-957-19

RESOLUTION APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT THAT ALLOWS MUNICIPALITIES, UNIVERSITIES, COLLEGES, DISTRICT SCHOOL BOARDS, AND THEIR RESPECTIVE POLICE DEPARTMENTS TO ENFORCE VIOLATIONS OF SPECIFIED CODE SECTIONS, AS THEY MAY BE AMENDED FROM TIME TO TIME, THROUGH CIVIL CODE PENALTIES PURSUANT TO CHAPTER 8CC OF THE CODE, INCLUDING UTILIZING THE MIAMI-DADE COUNTY DIVERSION PROGRAM FOR SATISFACTION OF ANY ELIGIBLE CIVIL CITATIONS ISSUED WITHIN THEIR RESPECTIVE JURISDICTIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENTS WITH MUNICIPALITIES, UNIVERSITIES, COLLEGES, DISTRICT SCHOOL BOARDS, AND THEIR RESPECTIVE POLICE DEPARTMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE AMENDMENT, RENEWAL, AND TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, section 1-5 of the Code of Miami-Dade County (the "County Code") provides that any person who violates or fails to comply with the County Code shall, in addition to all other enforcement measures authorized in the County Code or by other applicable law—including fines not to exceed \$500, imprisonment in the county jail for a period not to exceed 60 days, or both—be subject to fines in accordance with chapter 8CC of the County Code; and

WHEREAS, the issuance of civil violation notices ("civil citations") pursuant to the schedule provided in section 8CC-10 provides an additional avenue for enforcement of the County Code, and provides law enforcement officers greater flexibility in responding to and addressing violations of the County Code; and

WHEREAS, section 8CC-10 of the County Code enumerates civil penalties for sections of the County Code which may be enforced pursuant to the provisions of chapter 8CC through the issuance of civil citations; and

WHEREAS, section 8CC-5.1 of the County Code further enumerates violations eligible for the Miami-Dade County Diversion Program, which allows a violator who has been served with a civil citation for eligible violations to satisfy the penalty by non-monetary means; and

WHEREAS, section 8CC-11 of the County Code allows municipalities, universities, Florida College System institutions, and district school boards within Miami-Dade County to enforce applicable provisions of the County Code through chapter 8CC, provided that, as a condition to enforcement through chapter 8CC, the municipality, university, Florida College System institution, or district school board enter into an interlocal agreement with Miami-Dade County; and

WHEREAS, section 8CC-11 specifies that such interlocal agreements shall contain the section or sections of the County Code which the municipality, university, Florida College System institution, or district school board wishes to enforce through chapter 8CC of the County Code; and

WHEREAS, pursuant to section 8CC-11 of the County Code and Resolution Nos. R-786-15 and R-136-16, this Board has already authorized municipalities, universities, colleges, district school boards, and their respective police departments to enforce county monetary civil code penalties for violations of the following sections of the County Code within their respective jurisdictions, and to utilize the Miami-Dade County Diversion Program for satisfaction of any eligible civil citations issued within their respective jurisdictions:

- 21-81(d)(1) (Florida litter law)
- 21-81(d)(2) (illegal use of dairy cases, egg baskets, poultry boxes or bakery containers)
- 21-81(d)(3) (trespass on property other than structure or conveyance)
- 21-81(d)(4) (retail theft by removal of shopping cart)
- 21-81(d)(5) (loitering or prowling)
- 21-81(d)(6) (possession of cannabis in an amount of 20 grams or less), and
- 21-81(d)(7) (possession of drug paraphernalia); and

WHEREAS, this Board desires to allow municipalities, universities, Florida College System institutions, and district school boards within Miami-Dade County to enforce county monetary civil code penalties for violations of the following additional sections of the County Code, as they may be amended from time to time, through chapter 8CC of the County Code, and to allow such entities to utilize the Miami-Dade County Diversion Program for satisfaction of any eligible civil citations issued within their respective jurisdictions:

- 7-1(c) (failure to observe salt barrier line)
- 7-3 (swimming or fishing from prohibited roads or bridges)
- 7-4 (mooring violations)
- 7-22.1 (failure to pay County vessel registration fee)
- 7-26 (operating a motorboat in restricted zones)
- 7-26.1 (violating maximum sound level standards)
- 7-33 (mooring to bank)
- 7-34 (failure to secure moored vessel)
- 7-35 (nesting of vessels as encroachment)

- 7-37 (abandonment of vessel)
- 8A-52 (bulk sales of fruits or plants without certificate)
- 8A-172 (conducting business without a local business tax receipt)
- 8A-276(b) (failure to display commercial vehicle markings)
- 21-21 (solicitation of drinks in alcoholic beverage establishments)
- 21-21.2(b) (adult violators regarding open house party)
- 21-21.3 (sale of drug-related paraphernalia)
- 21-24.1 (false statements with intent to receive benefit)
- 21-27.1 (selling merchandise near schools)
- 21-27.2 (selling merchandise near parks)
- 21-28 (producing loud or excessive noise)
- 21-29(b) (violation of secondhand dealer records requirements)
- 21-29.1 (private business on County property)
- 21-31.1 (disorderly conduct and loitering)
- 21-31.2(b)(1) (consumption of alcohol in open containers near store)
- 21-31.2(b)(2) (possession of alcohol in open containers near store)
- 21-31.4(b) (obstructing traffic or aggressively begging)
- 21-35(d) (public intoxication by glue, cement, or solvents)
- 21-36 (sidewalk solicitation of business)
- 21-36.1 (street corner window washers)
- 21-36.3(c) (solicitation in public right-of-way at prohibited intersections)
- 21-38(a) (distributing syringe without prescription)

- 21-51 (engaging in motor vehicle business without license)
- 21-56 (failure to maintain motor vehicle records)
- 21-57 (destroying motor vehicle without documentation)
- 21-118 (theft of plants and fruits and trespass)
- 21-133 (renting to bingo operator without permit)
- 21-136 (failure to wear tags evidencing name and charity)
- 21-287 (rafting)
- 26-1 (parks violations)
- 26A-2A (keeping a sanitary nuisance), and
- 31-105 (driving a passenger motor vehicle without chauffeur's registration),

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the terms of an interlocal agreement, in substantially the form attached hereto, that allows for municipalities, universities, colleges, district school boards, and their respective police departments within Miami-Dade County to enforce county monetary civil code penalties for violations of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code, as they may be amended from time to time, pursuant to chapter 8CC, including utilizing the Miami-Dade County Diversion Program for satisfaction of any eligible civil citations issued within their respective jurisdictions.

Section 2. Authorizes the County Mayor or County Mayor’s designee to execute such interlocal agreements, in substantially the form attached hereto, on behalf of Miami Dade County, between Miami-Dade County and any and all municipalities, universities, colleges, district school boards, and their respective police departments within Miami-Dade County.

Section 3. Authorizes the County Mayor or County Mayor’s designee to exercise the amendment, renewal, and termination provisions contained therein.

The Prime Sponsor of the foregoing resolution is Commissioner Sally A. Heyman, and the Co-Sponsors are Commissioner Daniella Levine Cava, Commissioner Jose "Pepe" Diaz, Commissioner Eileen Higgins and Commissioner Barbara J. Jordan. It was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose “Pepe” Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	nay	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

8

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of September, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK



Linda L. Cave

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "AVZ", written over a horizontal line.

Anita Viciano Zapata

**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA**

AND

[_____]

ALLOWING [_____] TO ENFORCE

SECTIONS 7-1(C), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(B), 21-21, 21-21.2(B), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(B), 21-29.1, 21-31.1, 21-31.2(B)(1), 21-31.2(B)(2), 21-31.4(B), 21-35(D), 21-36, 21-36.1, 21-36.3(C), 21-38(A), 21-51, 21-56, 21-57, 21-81(D), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, AND 31-105 OF THE CODE OF MIAMI-DADE COUNTY THROUGH CHAPTER 8CC OF THE COUNTY CODE

This Interlocal Agreement (“Agreement”) is made and entered this ____ day of _____, _____, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter “COUNTY”) and _____ (hereafter “PARTICIPATING ENTITY”).

WITNESSETH

WHEREAS, a PARTICIPATING ENTITY may enforce within its lawful jurisdiction within Miami-Dade County provisions of the Code of Miami-Dade County (the “County Code”) through chapter 8CC of the County Code upon execution and adoption of an interlocal agreement by the COUNTY and the PARTICIPATING ENTITY which contains the sections of the County Code the PARTICIPATING ENTITY wishes to enforce, the job title of the agents or employees of the PARTICIPATING ENTITY authorized to perform the enforcement functions, the amount reimbursable to the COUNTY for administrative costs, the amount of revenue reimbursable to the PARTICIPATING ENTITY from any fine collected, an agreement to indemnify and hold the COUNTY harmless from and against any and all liability, actions and causes of actions relating to the PARTICIPATING ENTITY’s enforcement, and a term not to exceed three (3) years; and

WHEREAS, the COUNTY and the PARTICIPATING ENTITY agree that it is in their mutual best interests and the best interests of the PARTICIPATING ENTITY and of the citizens of the COUNTY to have the PARTICIPATING ENTITY enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code, as they may be amended from time to time, through chapter 8CC of the County Code,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with section 8CC-11 of the County Code, the COUNTY and the PARTICIPATING ENTITY covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The PARTICIPATING ENTITY is authorized to enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code (the “Specified Sections”), as they may be amended from time to time, through chapter 8CC of the County Code, including but not limited to the ability to issue civil violation notices under section 8CC-10 of the County Code for violations of the provisions of the Specified Sections, as they may be amended from time to time, within the jurisdiction of the PARTICIPATING ENTITY. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit,

supersede, or remove the independent authority of the COUNTY to enforce the Specified Sections within the jurisdiction of the PARTICIPATING ENTITY.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by section 943.10(1), Florida Statutes that are employed by the PARTICIPATING ENTITY are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this Agreement.

III. AMOUNT REIMBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The PARTICIPATING ENTITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as provided in Section I above by paying the administrative fee for civil violation hearings as outlined in Implementing Order 4-33. The PARTICIPATING ENTITY shall also be responsible for reimbursing the COUNTY for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. The billing for the administrative fee and any incurred attorney's fees and costs shall be processed by the Miami-Dade Police Department, and funds shall be payable to the Miami-Dade Police Department within thirty (30) days of receipt of an invoice for such services. Funds received by the Miami-Dade Police Department from the PARTICIPATING ENTITY will be deposited into the Miami-Dade County Diversion Program, except that a portion of the funds received from the PARTICIPATING ENTITY may be used to offset costs incurred by the Miami-Dade Police Department in connection with billing for the above fee and costs.

In addition, the PARTICIPATING ENTITY shall bear all costs relating to any subsequent appeal of the Hearing Officer's decision to the Circuit Court of the Eleventh Judicial Circuit and/or any higher court, and shall be solely responsible for representing the PARTICIPATING ENTITY in any such proceedings.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE PARTICIPATING ENTITY FROM THE FINE COLLECTED

Subject to applicable state law, the Clerk of Courts shall, on a quarterly basis, reimburse to the PARTICIPATING ENTITY the fines collected from the issuance of civil violation notices for violations of the Specified Sections as set forth in section 8CC-10 of the County Code. Prior to the reimbursement, the Clerk of Courts will deduct the Clerk's administrative costs of processing the civil violation notices from the fines collected. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the Clerk shall pay to the COUNTY, and the COUNTY shall keep, the entire processing fee paid by the violator.

V. TERM OF AGREEMENT AND RENEWALS

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period, in order for the PARTICIPATING ENTITY to continue its enforcement efforts, the COUNTY and the PARTICIPATING ENTITY may renew this Agreement for up to three (3) terms of three (3) years each.

VI. PARTICIPATING ENTITY INDEMNIFICATION OF THE COUNTY

Subject to the limitations set forth in section 768.28, Florida Statutes, and all other applicable laws, the PARTICIPATING ENTITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action, or damages of any nature whatsoever, arising from the act, omission, performance, or failure of performance of the PARTICIPATING ENTITY or the PARTICIPATING ENTITY's agents, contractors, servants, and employees relative to the enforcement of the provisions of the Specified Sections pursuant to chapter 8CC of the County Code. The PARTICIPATING ENTITY shall defend the COUNTY in any action, including any action in the name of the COUNTY.

VII. DEFAULT

A. Without limitation, the failure by the PARTICIPATING ENTITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “Participating Entity Default.” If a Participating Entity Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the PARTICIPATING ENTITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give PARTICIPATING ENTITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Participating Entity Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the PARTICIPATING ENTITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY’s satisfaction, then it shall be deemed that no Participating Entity Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “County Default.” If a County Default should occur, the PARTICIPATING ENTITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the PARTICIPATING ENTITY. Provided, however, that the PARTICIPATING ENTITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the PARTICIPATING ENTITY of said default to cure any County Default unless the PARTICIPATING ENTITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the PARTICIPATING ENTITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

VIII. TERMINATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the PARTICIPATING ENTITY upon thirty (30) days' written notice.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the PARTICIPATING ENTITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the COUNTY and the PARTICIPATING ENTITY for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The COUNTY and the PARTICIPATING ENTITY agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the COUNTY and the PARTICIPATING ENTITY as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by both the COUNTY and the PARTICIPATING ENTITY and their authorized representatives.

XI. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

XII. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the COUNTY and the PARTICIPATING ENTITY any rights or remedies under or by reason of this Agreement.

XIII. REPRESENTATION OF THE ENFORCEMENT ENTITY

The PARTICIPATING ENTITY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the PARTICIPATING ENTITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the COUNTY or its designee; and (ii) the COUNTY has the required power and authority to perform this Agreement.

XV. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVII. NOTICE

Notices to the PARTICIPATING ENTITY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

PARTICIPATING ENTITY
Name and Title: _____
Agency: _____
Address: _____
City: _____
Zip code: _____

with copy to:

PARTICIPATING ENTITY Attorney
Name and Title: _____
Agency: _____
Address: _____
City: _____
Zip code: _____

Notices to the COUNTY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Miami-Dade County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:

Miami-Dade County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

Or such other respective address as the COUNTY and the PARTICIPATING ENTITY may designate to each other in writing from time to time.

IN WITNESS WHEREOF, the COUNTY and the PARTICIPATING ENTITY hereto have set their hands and seals the day and year first above written.

18

[INSERT PARTICIPATING ENTITY NAME]

Insert Name of Authorized Signatory Date
Insert Title

ATTEST:

Insert Name of Clerk Date
Insert Title

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Insert Name Date
Insert Title



MEMORANDUM

ITEM NO. 2D

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 26, 2020
Subject: FY 2020 Budget Amendment Resolution No. 5

The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY2020 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY2020 actual revenues and expenditures and recommends a change to the FY2020 annual budget is as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to appropriate funds for the Public Safety department's body camera program annual cost in the amount of \$24,124; and a transfer to the Capital Projects Fund to provide funding for the 96th Street Park in the amount of \$1,725,000.

CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended to record a transfer from the General Fund in the amount of \$1,725,000, and to appropriate those funds for the 96th Street Park.

Reviewed by: LA

Prepared by AM/JDG

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 5 FOR THE FISCAL YEAR 2020 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 24, 2019, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2019-2629 approving the budget for Fiscal Year 2020 and establishing revenues and appropriations for the Town; and

WHEREAS, to address amendments in the budget for expenditures and revenues, the Finance Director and Budget Officer have met with the Town Manager and Department Heads to identify modifications to the approved budget with no impact on service delivery; and

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund and Capital Projects Fund, to comply with Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

WHEREAS, the Town Commission desires to amend the Fiscal Year 2020 budget by amending the General Fund and Capital Projects Fund, as set forth in Attachment “A” attached hereto; and

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

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

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

Section 2. **Approving Amended Budget.** That the Town Commission approves the 2019-2020 fiscal year budget amendments provided for in Attachment “A” attached hereto.

Section 3. **Implementation.** The Town Manager and/or his designee are directed to take any and all action necessary to accomplish the Budget amendments and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 26th day of May, 2020.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2019/2020
 BA No. 5
 Fund Nos. 001 General Fund
 301 Capital Projects Fund

5/26/2020

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
EXPENDITURES						
001-7900-590-99-10	Contingency Reserve	Allocation for body camera program annual cost	\$ 2,066,495		\$ 24,124	\$ 2,042,371
001-3000-521-44-03	Rental & Leases - Equipment		\$ 7,200	\$ 24,124		\$ 31,324
001-7900-590-99-10	Contingency Reserve	Transfer to Capital Projects Fund for 96th Street Park	\$ 2,042,371		\$ 1,725,000	\$ 317,371
001-7900-581-91-30	Transfers Out - Capital Projects Fund		\$ 225,000	\$ 1,725,000		\$ 1,950,000
TOTAL	GENERAL FUND EXPENDITURES			\$ 1,749,124	\$ 1,749,124	

CAPITAL PROJECTS FUND						
REVENUES						
301-590-381-01-00	Interfund Transfer from General Fund	Transfer from General Fund	\$ 225,000	\$ 1,725,000		\$ 1,950,000
TOTAL	CAPITAL PROJECTS FUND REVENUES			\$ 1,725,000	\$ -	
EXPENDITURES						
301-4400-572-63-80	Infrastructure/96th Street Park Renovation	96th Street Park renovation	\$ 775,000	\$ 1,725,000		\$ 2,500,000
TOTAL	CAPITAL PROJECTS FUND EXPENDITURES			\$ 1,725,000	\$ -	

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 90-15 OF CHAPTER 90, "ZONING", OF THE TOWN CODE TO REQUIRE ONE MEMBER OF THE PLANNING AND ZONING BOARD TO HAVE EDUCATION AND/OR EXPERIENCE IN SUSTAINABILITY AND RESILIENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") created the Town Planning and Zoning Board (the "Board") to advise the Town Commission on all zoning and design review matters; and

WHEREAS, Section 90-15 of Chapter 90, "Zoning", of the Town Code establishes criteria that govern the qualifications of the members that make up the Board; and

WHEREAS, the Town Commission wishes the Board to have at least one member at Board meetings that possesses experience or education in resiliency and sustainability; and

WHEREAS, in order to achieve the Town's resiliency goals, the Town Commission wishes to amend Section 90-15 to require that at least one Board member and one alternate member have experience or education in sustainability and resiliency; and

WHEREAS, the Town Commission finds that amending Section 90-15 of Chapter 90, of the Town's Code as set forth herein, is in the best interest of the Town.

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

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

Section 2. Town Code Amended. The Code of Ordinances of the Town of Surfside, Florida is hereby amended by amending Section 90-15 of Chapter 90, "Zoning", as follows:

Chapter 90 – Zoning

Article II. – Administration and Enforcement

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

41 ***

42
43 Division 1. – Planning and Zoning Board

44 ***

45
46
47 Sec. 90-15. - Membership/quorum, minimum qualifications, officers, terms of officers, vacancies,
48 general regulations, recommendations, expenditures, indebtedness.

49
50 (1) Membership/quorum: The planning and zoning board membership and quorum requirements
51 for zoning matters and design review matters are as follows:

52
53 (a) Zoning matters: The planning and zoning board shall consist of five members and a
54 first alternate member and a second alternate member. One board member and one
55 alternate member appointed shall have education and/or experience in sustainability
56 and resiliency, which may include environmental science (“resiliency member”). At
57 least three of the members or alternates must be one of the following:

58
59 1. Florida-licensed general contractor or a construction management professional
60 with at least three years of professional experience as a construction project
61 manager, construction superintendent or construction estimator;

62
63 2. Florida licensed PE or a civil, mechanical, electrical, chemical or environmental
64 engineer with a baccalaureate degree in engineering and three years of professional
65 experience;

66
67 3. Certified planner (AICP) or a planning professional with a graduate degree in
68 planning from a program accredited by the Planning Accreditation Board with at
69 least three years of professional planning experience or a bachelor's degree in
70 planning from a program, accredited by the Planning Accreditation Board (PAB)
71 with at least three years of professional planning experience;

72
73 4. Florida-licensed landscape architect with at least three years of professional
74 experience;

75
76 5. Registered interior designer with at least three years of professional experience;

77
78 6. Florida-licensed attorney with at least three years of professional experience;

79
80 7. Florida-licensed architect; or

81
82 8. Real estate developer with three years of professional experience, either as the
83 principal or executive.

84
85 (b) Alternate participation: Alternates shall be subject to the same attendance and
86 participation requirements as members. Alternates may participate in all board discussions

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87 but may not vote unless sitting as a substitute for a member. ~~In the event a member is absent~~
88 ~~or unable to participate in an item before the board, the first alternate or if the first alternate~~
89 ~~is unavailable, the second alternate, shall fill the absent or recused member's position for~~
90 ~~the duration of that member's absence. Board members that are absent or unable to~~
91 ~~participate in a board meeting shall be substituted for the duration of the board member's~~
92 absence by:

93
94 1. the first alternate board member, or, if the first alternate board member is
95 unavailable, by the second alternate board member, if the absent board member is
96 not the resiliency member; or

97
98 2. if the absent board member is also the resiliency member, an alternate that is a
99 resiliency member, or, if no alternate board member is a resiliency member, any
100 available alternate board member.

101
102 (c) All board matters: One town commissioner shall be a liaison, non-voting representative
103 without a vote at all planning and zoning board meetings.

104
105 (2) Minimum board member qualifications: All board members must have been a town resident
106 for a minimum period of one year, except for the licensed architects, including the Florida-licensed
107 landscape architect, if applicable, who must have been a town residents for a minimum period of
108 six months.

109
110 (3) Officers: The board shall elect one of its members as chairman and one of its members as vice-
111 chairman, at its first regular meeting in April of each year. In the event of the resignation, removal,
112 or inability of the chairman to serve, the vice-chairman shall succeed to the chairman position for
113 the unexpired term; and the board shall, thereupon, elect one of its members as vice-chairman for
114 the unexpired term. The chairman shall preside at all meetings. In the chairman's absence, the vice-
115 chairman shall preside. The chairman shall submit all board reports and recommendations to the
116 town commission, by and through the chairman, vice-chairman or the town commission liaison
117 member. The town shall provide a secretary for the board and the town clerk shall be custodian of
118 all records, books and journals of the board.

119
120 (4) Board member term(s): Each commissioner shall be responsible for one board member
121 appointment. The first and second alternates shall be appointed at-large by the majority vote of the
122 Commission present at the meeting. The term of each board member and alternate appointment
123 shall begin on the last Thursday of April of the year in which the board member or alternate is
124 appointed and end when a successor is appointed or on the last Thursday in April, whichever dates
125 comes first. The term of any board member or alternate filling a vacancy created on the board as
126 provided in paragraph (5) shall begin at the time of the appointment and end the last Thursday in
127 April or whenever a replacement is appointed.

128
129 (5) Vacancies: A vacancy shall exist: (1) on the date that any member or alternate ceases to possess
130 the minimum required membership qualifications provided herein; (2) when a board member or
131 alternate has been absent from three consecutive regularly convened board meetings or has been
132 absent from five regularly convened board meetings within a board year; or (3) for members if the

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133 appointing commissioner resigns or his position otherwise becomes vacant during his/her term.
134 Vacancies on the board shall be filled by appointment for the unexpired term in the same manner
135 as original appointments are made provided however, if the seat shall remain vacant longer than a
136 three-month period for any reason, the town commission may collectively, by majority vote,
137 appoint a temporary member until such commission position is filled in accordance with the Town
138 Charter and Code.

139
140 (6) General regulations governing members: Board members and alternates shall be appointed in
141 accordance with all applicable state, county and town ethics laws, rules and regulations. Appointed
142 members and alternates of the board shall not, during their term, hold any other public office, paid
143 position or serve on any other board under town government, except as a temporary board member,
144 or that of a voluntary fireman.

145
146 (7) Expenditures; indebtedness: The town commission may authorize the expenditure by the
147 planning and zoning board of such funds as the town commission may deem necessary to perform
148 the requirements of this chapter. The town commission may appropriate from the general fund as
149 set up in the annual budget and such sums as it may from time to time authorize the board to
150 expend. The board may not incur indebtedness without prior commission approval.

151
152 ***
153

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

159
160 **Section 4. Severability.** That the provisions of this Ordinance are declared to be severable and
161 if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid
162 or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences,
163 clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent
164 that this Ordinance shall stand notwithstanding the invalidity of any part.

165
166 **Section 5. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of resolutions,
167 in conflict herewith, are repealed to the extent of such conflict.

168
169 **Section 6. Effective Date.** That this Ordinance shall become effective on second reading.

170
171 **PASSED** on first reading on the ___ day of _____, 2020.

172
173 **PASSED AND ADOPTED** on second reading on the ___ day of _____, 2020.

174
175 **First Reading:**

176 Motion by: _____

177 Second by: _____

178

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

179 **Second Reading:**
180 Motion by: _____
181 Second by: _____

182
183 **FINAL VOTE ON ADOPTION**

184 Commissioner Nelly Velasquez _____
185 Commissioner Eliana Salzhauer _____
186 Commissioner Charles Kesl _____
187 Vice Mayor Tina Paul _____
188 Mayor Charles Burkett _____

189
190
191
192 _____
193 Charles Burkett, Mayor

194
195 Attest:
196
197
198 _____
199 Sandra Novoa, MMC
200 Town Clerk

201
202 Approved as to Form and Legal Sufficiency:
203
204
205 _____
206 Weiss Serota Helfman Cole & Bierman, P.L.
207 Town Attorney

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

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 70-124, OF DIVISION 2.-“RESORT TAX BOARD”, OF ARTICLE IV.-“RESORT TAX”, CHAPTER 70 OF THE TOWN CODE, TO REQUIRE ONE MEMBER OF THE RESORT TAX BOARD TO HAVE EDUCATION AND/OR EXPERIENCE IN SUSTAINABILITY AND RESILIENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) created the Resort Tax Board (the “Board”) to explore, create, and organize events and activities that enhance Town tourism; and

WHEREAS, Section 70-124 of the Town Code establishes criteria governing the qualifications for members of the Board; and

WHEREAS, the Town Commission desires that one appointed member of the Board possess education and/or experience in resiliency and sustainability; and

WHEREAS, in order to achieve the Town’s resiliency goals and ensure representation on the Board, the Town Commission wishes to amend Section 70-124 to require the Board to have at least one member that possesses education and/or experience in sustainability and resiliency; and

WHEREAS, the Town Commission finds that amending Section 70-124 of Chapter 70, of the Town’s Code as set forth herein, is in the best interest of the Town.

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

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

Section 2. Town Code Amended. The Code of Ordinances of the Town of Surfside, Florida is hereby amended by amending Section 70-124, “Composition; appointment; vacancies; compensation; removal from office, etc.”, as follows:

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

Chapter 70 – Buildings and Building Regulations

Article IV. – Resort Tax

Division 2. – Resort Tax Board

Sec. 70-124. - Composition; appointment; vacancies; compensation; removal from office, etc.

- (a) *Number, term and qualification of members.* The board shall consist of five members. Each commissioner shall appoint one board member. All appointed board members must be ratified by a vote of the town commission. Any newly elected commissioner has the right to appoint a resort tax board member unless the corresponding appointment has yet to reach the end of their two-year term. Each of the five members shall be persons who either work or reside in Surfside and at least three of the five members shall be persons who have experience in tourism and/or tourism related activities. One town commissioner shall serve as a non-voting ex-officio member of the board.
- (b) *Resiliency member.* One board member shall also possess education and/or experience in sustainability and resiliency, which may include environmental science.
- (~~b~~c) *Vacancies.* Any vacancies occurring on the board shall be filled at the earliest, possible date by the town commission for the remainder of the unexpired term.
- (~~e~~d) *Reappointment.* Board members shall be eligible for reappointment and shall hold office until their successors have been duly appointed and qualified.
- (~~d~~e) *Compensation of members.* Members of the board shall serve without compensation but shall be reimbursed for necessary expenses occurred in the performance of the official duties, as shall be determined and pre-approved by the town commission.
- (~~e~~f) *Acceptance of appointment.* Before entering upon the duties of office, each board member shall file a written acceptance of appointment and take and subscribe to the oath of office prescribed by law, which shall be filed in the office of the town clerk. Each appointed member is required to provide the town clerk with a Form 1-Statement of Financial Interests, within three business days of being appointed to the board.
- (~~f~~g) *Removal of members from office; attendance.* A board member may be removed from office only by a majority vote of the entire membership of the town commission; however, whenever a board member shall fail to attend three consecutive meetings without prior notification to the director or town manager, the chairman shall certify such non-attendance to the town

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86 commission, and, upon such certification, the board member shall be deemed to have been
87 removed and the Town Commission shall fill the vacancy pursuant to paragraph (b) above.

88
89
90

* * *

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

96

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

102

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

105

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

107

108 **PASSED** on first reading on the 26th day of May, 2020.

109

110 **PASSED AND ADOPTED** on second reading on the ___ day of _____, 2020.

111

112 **First Reading:**

113 Motion by: _____

114 Second by: _____

115

116 **Second Reading:**

117 Motion by: _____

118 Second by: _____

119

120 **FINAL VOTE ON ADOPTION**

121 Commissioner Nelly Velasquez _____

122 Commissioner Eliana Salzhauer _____

123 Commissioner Charles Kesl _____

124 Vice Mayor Tina Paul _____

125 Mayor Charles Burkett _____

126

127

128

129

Charles Burkett, Mayor

130

131 Attest:

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

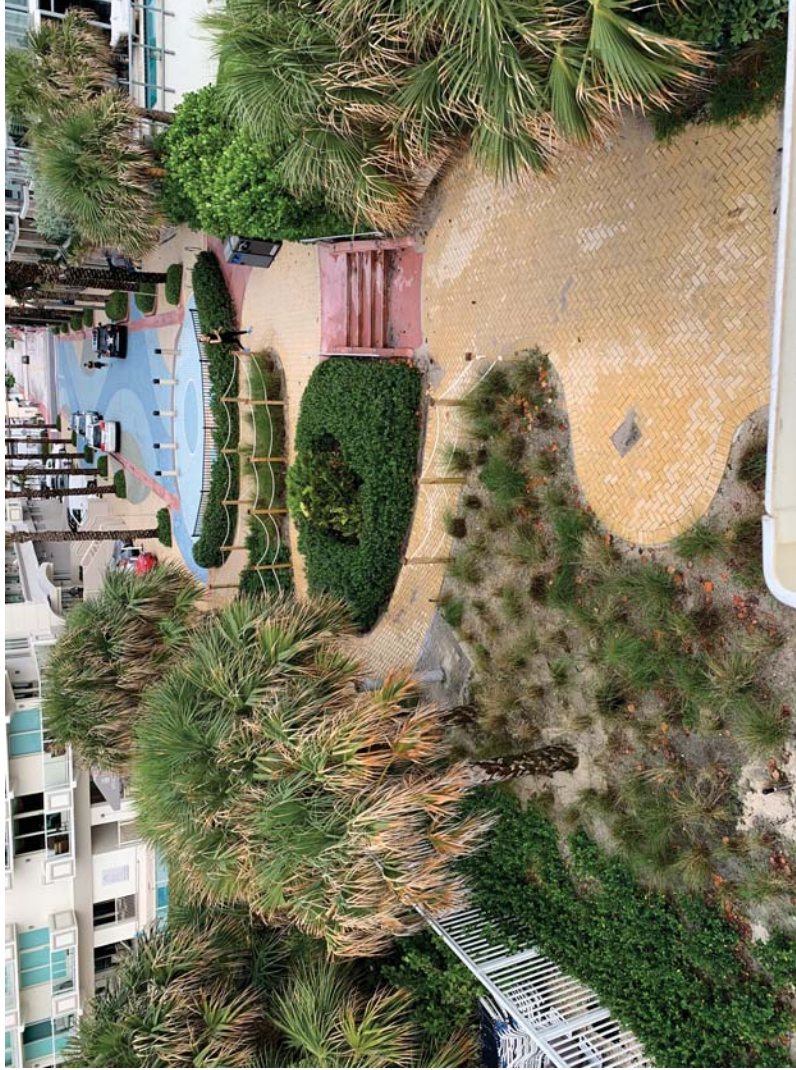
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143

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

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



SHEET
1 of 1

SCALE:
N.T.S.

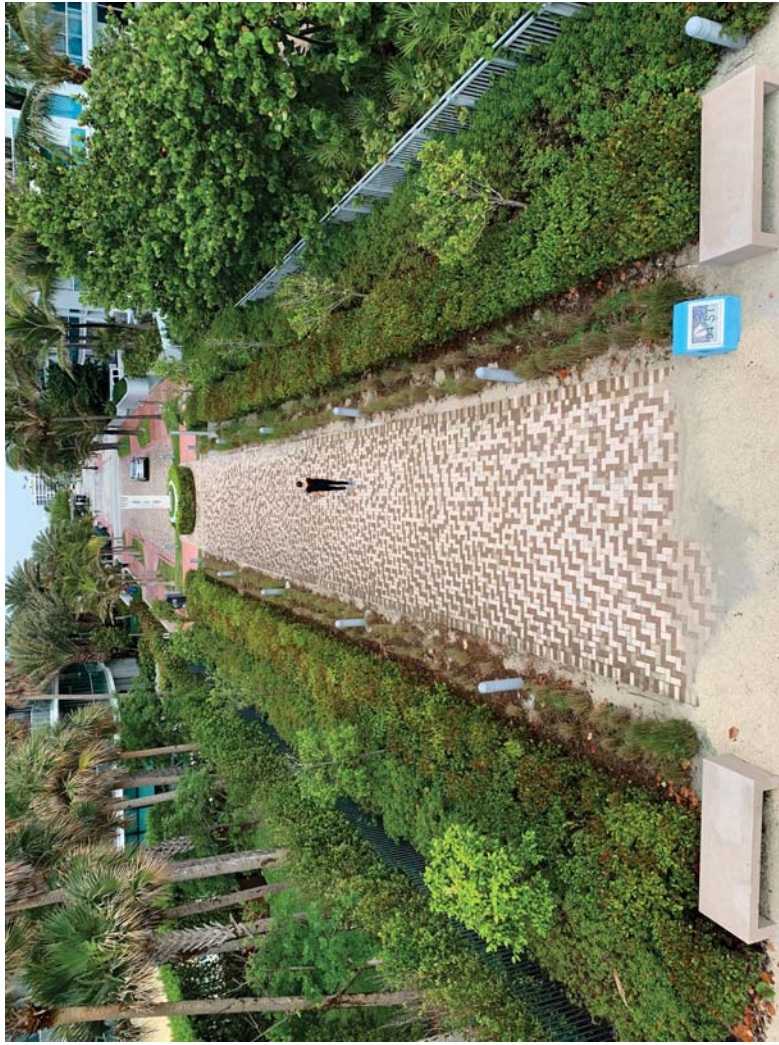
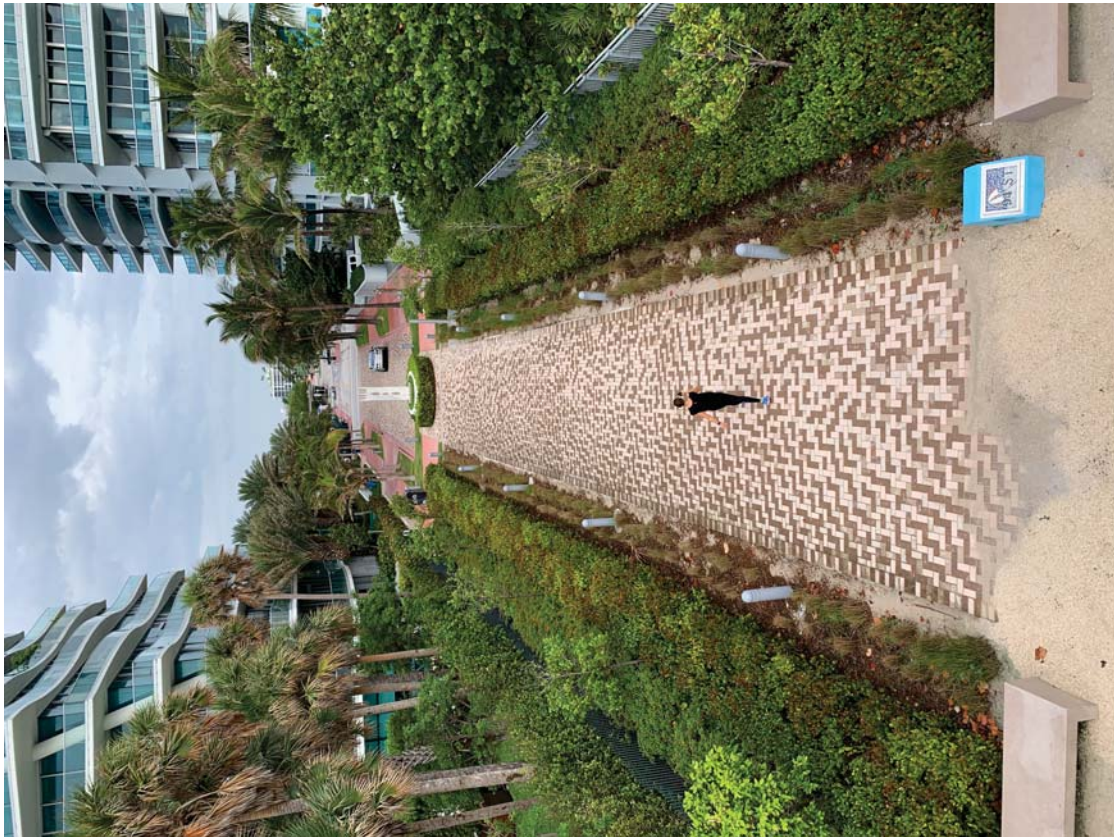
95TH STREET BEACH-END

TOWN OF SURFSIDE



DESCRIPTION:
FINALIZED BEACH END AT 95TH STREET DEVELOPED IN 2014. AERIAL
FROM EAST FACING WEST

REVISION
LAST
REVISION
05/19/2020



LAST
REVISION
05/19/2020

DESCRIPTION:
FINALIZED BEACH END AT 94TH STREET DEVELOPED IN 2016. AERIAL
FROM EAST FACING WEST



TOWN OF SURFSIDE

94TH STREET BEACH-END

SCALE:
N.T.S.

SHEET
1 of 1



TOWN OF SURFSIDE

COMMUNICATIONS CONTRACTS

Public Information Representative Contract – Pinzur Communications

Monthly Fee: \$7,500.00

Potential Additional Fees: Annual SurveyMonkey subscription (\$408), printing of signs and materials as needed for community outreach campaigns (cost varies depending on number of signs, size, color, etc.)

Staff assigned to contract: Rachel Pinzur, 1 additional PIR staff member, videographer and graphic artist (all included in monthly fee)

Monthly Fee hours dedicated per month:

Under current contract, there is not a limit on hours. Prior to the coronavirus crisis, we routinely worked an average of 55 hours per week on Town of Surfside. This is all Pinzur Communications staff combined – often more on weeks with video production for Ch. 663. During crises, we have averaged 12 to 15 hours per day.

Responsible for: Provides support to all Town departments including police, and is responsible for communication to residents and press

Monthly Fee scope of work:

- Draft annual communications plan and strategy, as well as execute plan
- Draft key messages and FAQ documents as necessary
- Provide strategic PR counsel, as necessary, on matters of importance to Town residents
- Transform Channel 663 into a more lifestyle-focused channel that will appeal more to Surfside residents (note, most videos taken down for now as majority of focus of channel is coronavirus) Tasks include:
 - Create schedule that includes topic and segment ideas (i.e. Surfside 7, business district highlights, hurricane preparedness, events, important topics for residents, etc.)
 - Reach out to subjects, businesses, department directors, etc. to notify them in advance of filming

- Develop a TV training guide to help educate the interviewee about what to expect for filming, talking points, etc.
 - Schedule and film videos
 - Edit each video, which takes several days. Videos have unlimited use and can also be used for media opportunities
 - Upload videos to Channel 663 and make necessary edits/additions to content on Ch. 663 throughout the month
 - Develop slides for Ch. 663
- Implement public awareness campaigns (i.e. recycling workshop, government academy, Town resiliency measures, upcoming projects, etc.) as well as help boost citizen engagement
 - Monitor conversations being held about Surfside including Nextdoor for example to further direct communications strategy; draft content for each month and regularly post updates to keep residents informed of important information, events, etc.; respond to residents' public and private questions on platform, as well as via emails and SeeClickFix
 - Develop and design flyers and graphics for be used in various communication (i.e. community bulletin boards, Nextdoor, hands outs for residents, etc.)
 - Receive feedback from residents on preferred mode of communication in order to continually enhance communication – survey conducted a year ago; new survey going out next week
 - Assist with outreach to key stakeholders and the procurement of experts for partnerships
 - Continue to reach out to neighboring municipalities to form beneficial partnerships and share best practices
 - Produce Town e-blasts to ensure messages are consistent; continually keep residents engaged and informed of important information and updates; assist Police with emergency alerts to residents
 - Responsible for overseeing, drafting and/or editing any communication that goes to residents, such as door hangers, brochures, etc.
 - Draft press releases and media pitches; regularly works with press to provide information, photos and video needed
 - Regularly contributes to town gazette including town manager and mayor letters, articles, COVID crisis
 - Regularly add and manage information on the town website
 - Respond to resident concerns on SeeClickFix; work with various departments to research answers

IT Services Contract – CGA

Communications tasks only

- Monthly Fee:** \$2,280.00 (part of \$11,031.31 monthly IT retainer)
- Staff assigned to contract:** Adrian Santaella, Media Specialist Part Time dedicated to the Town of Surfside as needed for website updates.
- Potential Additional Fees:** \$238.29 per broadcasting event (Jose Feliz) – including setup, AV during meeting, posting after the meeting is over. Average Commission Meetings are 4 hours (30 min setup, 3-hour meeting, 30 min broadcasting of video)
- Monthly Fee hours dedicated per month:**
20 hours (Adrian Santaella)
- Monthly Fee Brief scope of work:**

Services provide by Adrian (part of overall IT retainer)

- Hosting the Town Website, ensuring Website ADA Compliance and up to 20 hours of Website posts and updates

Services provide by Jose (paid per meeting)

- Recording and Broadcasting all Public Meetings

Services provide by Jose (part of overall IT retainer)

- Closed Caption for Channel 663 and Video Streaming
- Keeping SCALA up to date (Town Broadcasting)

Production of Town Gazette Services Contract – Mediatech Miami, LLC

Monthly Fee: Up to \$5,800 (professional services, \$1,600; printing, \$3,800; mail processing fee, \$395). Gazette is approximately 16 pages.

Potential Additional Fees: Non-Gazette projects and programs are charged at \$85.00 per hour with a \$100 minimum. Potential additional services include: business cards; shuttle bus maps; standard envelopes; election publications, cards, folders; applications forms and flyers

Staff assigned to contract: Cory Gittner/Mediatech Miami, LLC.

Monthly Fee hours dedicated per month:

Estimated 20 hours for Gazette production at \$85.00 per hour (\$1,600)

Monthly Fee Brief scope of work: (All work overseen by staff)

- Graphic design for Gazette
- Gazette layout, including incorporation of external advertising
- Gazette proofs and revisions
- Gazette prepress and production, digital version
- Gazette Town mail list
- Printing and mailing management
- Photography at Town events and Commission meetings
- Select writing and AP Style editing on blurbs for the Gazette, most content is provided by staff across departments
- Additional services as described in 'Potential Additional Fees'



Services contracted for the Tourist Bureau have been funded by the Resort Tax and are overseen by the Tourist Board.

Marketing Services for the Tourist Bureau Contract – Jacober & Associates

Monthly Fee: Monthly retainer fee for 2nd year of three-year agreement is \$13,485.

Potential Additional Fees: Requests outside retainer scope of services. Overages for exceeding 93+ hours billed at \$145.00.

Staff assigned to contract: Dedicated Account Executive, Luisa Jimenez. Work performed by several members of Jacober Creative team.

Monthly Fee hours dedicated per month:

93 hours included in retainer.

Monthly Fee Brief scope of work: (All work overseen by staff)

- Visitor website www.visitsurfsidefl.com
- Website maintenance and content updates
- Editorial work including copywriting, dedicated blogs, advertorials
- Monthly newsletters and e-marketing
- Social media posts and strategy on Instagram, Facebook, Twitter
- All graphic design needs for tourism related content and special events like Third Thursdays, Paddletopia, First Fridays
- Calls and meetings with Surfside team
- Reports and Tourist Board updates
- Advertising strategy for social media and Google including media buys
- Ad creation

General Communications Information

www.TownofSurfsideFL.gov

- Platform
 - Sitefinity (<https://www.progress.com/sitefinity-cms>)
- Hosting Provider
 - CGA
- Design
 - Adrian Santaella (CGA)
- Content
 - Adrian Santaella (CGA) / Rachel Pinzur (Pinzur Communications) / Town Clerk, Parks and Req, Tourism, Police (Surfside)
- Web Support
 - Helpdesk <helpdesk@townofsurfsidefl.gov>

www.VisitSurfsideFL.com

- Platform
 - Django
- Hosting Provider
 - Jacober
- Design
 - Jacober Creative
- Content
 - Jacober Creative
- Web Support
 - Jacober Creative & Tourism Director

Internal Staff Communications Breakdown (excludes contractors).

- **Assistant Town Manager:** Designated staff member who oversees town website and public information. On the website front is supported by Project and Contract Manager and Tourism Director on weekly check in calls, project updates.
**COVID-19 Functioning Role: Position vacant. During COVID-19, overview duties related to Town website organization and content production have been assumed by a designated member of the Town Commission.*
- **Tourism Director:** External communications related to tourism, marketing services, international messaging. Also performs content updates to Town website. Manages business district list. Holds degree in Public Relations and Marketing.
**COVID-19 Functioning Role: Works as Emergency Communications Lead and serves on COVID-19 Task Force. Helps perform website updates. Hotels and Business District liaison. Part of Incident Command.*

- **Resiliency Officer:** Reviews and provides comment on communications related to sustainability and resiliency. Provides other communications support as directed.
**COVID-19 Functioning Role: Primary role is COVID-19 Task Force coordinator. Also assists with the following communications functions: helps identify information to share through Town communication channels; reviews COVID-19 content produced for eblasts, website and special Gazettes; occasionally drafts content if needed. Part of Incident Command.*

- **Project and Contract Manager:** Coordinates and oversees production of Town Gazette.
**COVID-19 Functioning Role: Serves on COVID-19 Task Force.*

ORDINANCE NO. 17 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI. - “RULES OF PROCEDURE FOR TOWN MEETINGS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Section 20 of the Town of Surfside Charter provides that the Town Commission
2 of the Town of Surfside shall fix its rules of procedure; and

3 **WHEREAS**, the Town Commission adopted rules of procedure which have been
4 incorporated into Article, VI, Chapter 2 of the Town Code of Ordinances; and

5 **WHEREAS**, the Town Commission desires to amend Article VI. – “Rules of Procedure for
6 Town Meetings;” and

7 **WHEREAS**, the amendments to the ordinance do not conflict with the provisions in Section
8 2-151 Personnel Appeals Board Section, 2-185 Pension Board, Section 70-124 Resort Tax Board
9 or Sections 90-15, 90-16, 90-17, 90-18 of the Zoning Code for Planning and Zoning and Design
10 Review Board members; and

11 **WHEREAS**, the Town Commission held its first public reading on September 18, 2017 and
12 recommended approval of the proposed amendments to the Code of Ordinances having complied
13 with the notice requirements by the Florida Statutes; and
14

15 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
16 these regulations as required by law on October 10, 2017 and further finds the proposed change to
17 the Code necessary and in the best interest of the community.
18

19 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
20 **TOWN OF SURFSIDE, FLORIDA:**
21

22 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
23 this reference:
24

25 **Section 2. Town Code Amended.** Article VI. – “Rules of Procedure for Town Meetings”
26 of the Surfside Town Code of Ordinances are hereby amended and shall read as follows¹:

27 **ARTICLE VI. - RULES OF PROCEDURE FOR TOWN MEETINGS**
28

¹Additions 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~~.

29 Sec. 2-201. - Rules of procedure for the town commission and town boards and committees.

30 *Rule 2.01 Governing rules; amendment.* Except as may be provided in the Charter, the
31 Town of Surfside Code, Florida laws or by these rules as set forth in this Article^{ordinance},
32 questions of order, the methods of organization and the conduct of business of the town
33 commission and town boards and committees and to the extent there is no conflict, the town
34 commission, and town boards and committees shall be governed by Robert's Rules of Order
35 ~~Mason's Manual of Legislative Procedure (2010 Edition)~~. Once enacted, and except as already
36 amended by the provisions contained herein, these rules may be amended by ~~two-thirds~~ majority
37 vote of the entire town commission.

38 Sec. 2-202. - Officers.

39 *Rule 3.01 Presiding officer.* The ~~mayor~~Mayor shall preside at all meetings of the town
40 commission at which he or she is present. In the absence of the ~~mayor~~Mayor, the vice
41 ~~mayor~~Mayor shall act as ~~mayor~~Mayor. In the absence of both the ~~mayor~~Mayor and vice
42 ~~mayor~~Mayor, the town commission shall select one of its members as a temporary presiding
43 officer. The presiding officer shall preserve strict order and decorum at all meetings of the
44 commission. A majority vote of the members present shall govern and conclusively determine all
45 questions of order not otherwise covered. The presiding officer has the power, among other
46 things, to recognize a speaker, secure and retain the floor for the speaker and keep order during
47 the time the floor is taken subject to Robert's ~~Mason's~~ Rules and to the rules contained in this
48 article.

49 *Rule 3.02 Clerk.* The town clerk shall act as clerk of the commission. The clerk of the
50 commission shall call the roll, prepare the minutes and shall be custodian of the records and shall
51 certify all ordinances and resolutions adopted by the commission, and perform such other duties
52 as required by the Town Charter.

53 *Rule 3.03 Town attorney.* The town attorney, or such member of the office of the town
54 attorney as may be designated, shall be available to the commission at all meetings: the town
55 attorney shall act as parliamentarian, and shall advise and assist the presiding officer in matters
56 of parliamentary law.

57 *Rule 3.04 Sergeant-at-arms.* The town police chief, or such other town official or employee
58 as the chief may designate, shall be the sergeant-at-arms of the town commission meeting, at the
59 request of the presiding officer or the town manager. The sergeant-at-arms shall carry out all
60 orders and instructions given by the presiding officer or the town manager for the purpose of
61 maintaining order and decorum at the meetings.

62 Sec. 2-203. - Meetings.

63 *Rule 4.01 Regular Meetings.*

64 (a) The commission shall hold regular meetings in accordance with its Charter or, if the Charter
65 provision is amended, in accordance with an ordinance duly adopted by the commission, as
66 may be amended from time to time.

- 67 (1) All regular and zoning meetings shall be held irrespective of whether or not any particular
 68 commission member (including the ~~Mayor~~Mayor) may be able to attend unless otherwise
 69 agreed by a majority of the commission. Such meetings shall be held in the commission
 70 chambers at 9293 Harding Avenue, Surfside, Florida 33154, or such location as may be
 71 approved by a majority of the commission members present and shall be open to the public
 72 and all news media.
- 73 (2) Regular meetings may be otherwise postponed or canceled by resolution or motion
 74 adopted at a regular meeting by a majority of the commission members present.
- 75 (3) No meeting shall continue beyond 11:00 p.m. unless there is an emergency, which is
 76 presented to the Commission, which is then followed with by a vote of the majority of the
 77 members of the commission present, the commission agrees to extend the meeting beyond
 78 this time.
- 79 (4) Workshops may be scheduled at the request of the Mayor, town manager, the town
 80 attorney or a majority of the commission at any time, provided appropriate notice is given.
- 81 (b) Zoning matters shall be scheduled as part of regular town commission meetings unless
 82 otherwise decided by the commission.
- 83 (c) The second reading (public hearing) of the annual budget ordinance or resolution shall be
 84 considered at a meeting at which the said budget ordinance or resolution and the levy of the
 85 millage are the only items on the agenda.

86 *Rule 4.02 Special meetings; emergency meetings.*

- 87 (1a) Special meetings. A special meeting of the commission may be called by the Mayor, a
 88 majority of the members of the ~~Mayor~~, town commission or the town manager. The clerk
 89 shall forthwith serve either verbal or written notice upon each member of the commission
 90 stating the date, hour and place of the meeting and the purpose for which such meeting is
 91 called; and no other business shall be transacted at that meeting, other than that described
 92 in the aforementioned notice. At least twenty-four (24) ~~hours notice~~ hour's notice must
 93 elapse between the time the clerk receives notice in writing and the time the meeting is to
 94 be held.
- 95 (2b) Emergency meetings. An emergency meeting of the town commission may be called by
 96 the Mayor, ~~mayor~~Mayor in accordance with prescriptions of the town charter whenever
 97 in his or her; opinion an emergency exists that requires immediate action by the
 98 commission. Whenever such emergency meeting is called, the ~~M~~Mayor shall
 99 notify the clerk who shall forthwith serve either verbal or written notice upon each
 100 member of the commission, stating the date, hour and place of the meeting and the
 101 purpose for which it is called, and no other business shall be transacted at that meeting,
 102 other than that described in the aforementioned notice. At least 24 hours shall elapse
 103 between the time the clerk receives notice of the meeting and the time the meeting is to
 104 be held.
- 105 (3e) If after reasonable diligence, it is impossible to give notice to each commissioner, such
 106 failure shall not affect the legality of the meeting if a quorum is present. The minutes of
 107 each special or emergency meeting shall show the manner and method by which notice of

108 such special or emergency meeting was given to each member of the commission, or shall
109 show a waiver of notice. All special or emergency meetings shall be open to the public
110 and shall be held and conducted in the Commission Chambers, Town Hall, 9293 Harding
111 Avenue, Surfside, Florida 33154, or other suitable location within the Town of Surfside,
112 Florida. Minutes thereof shall be kept by the town clerk.

113 (4d) No special or emergency meeting shall be held unless notice thereof is given in compliance
114 with the provisions of this rule, or notice thereof is waived by a majority of the entire
115 membership of the commission and in accordance with the town charter.

116 *Rule 4.03 Electronic files presented at public meetings.* Electronic files to be presented at
117 public meetings in the Town of Surfside must be provided to the town clerk by noon on the
118 business day prior to the scheduled meeting.

119 Sec. 2-204. – Boards, cCommittees, sub-committees and ad hoc committees.

120 *Rule 5.01 Boards, ccontinuing committees, sub-committees and ad hoc committees.* There
121 may be continuing committees, sub-committees and ad hoc committees of the town commission
122 created by resolution as the town commission deems necessary to conduct the business of the
123 town appropriately and in accordance with the town charter. Such committees and all Town
124 Boards to the extent these provisions do not conflict with other governing procedures or
125 requirements specific to a particular Board, shall be governed by these rules of procedure and
126 shall be subject to the Florida sunshine and public records laws. Each member of the town
127 commission shall appoint one (1) member to each committee. All appointments are at the will of
128 the appointing member of the town commission and may be removed at any time by the
129 appointing member of the town commission. Members of committees shall be appointed to serve
130 until the expiration of the committee or to the end of the appointing member of the town
131 commission's term.

132 (a+) *Continuing committees and sub-committee committees.* Continuing committees and sub-
133 committees shall exist until abolished by the town commission or shall have a sunset provision.

134 (b2) *Ad hoc committees.* The expiration date for each ad hoc committee shall be designated at the
135 time of formation, or the ad hoc committee shall expire when the ad hoc committee reports to
136 the commission that its designated goal or goals have been accomplished.

137 (c3) All continuing committees, sub-committees and ad hoc committees shall abide by the
138 following procedures:

139 (1)a- *Mission statement.* A mission statement shall be developed by the town commission.

140 (2)b- *Public meetings.* All meetings and business of any committee, sub-committee or ad
141 hoc committee shall comply with the Florida Statutes including that all committee
142 meetings shall be open to the public at all times, noticed, and minutes of the meetings shall
143 be taken and retained in the office of the town clerk. All committee members shall be
144 subject to the State of Florida, Miami-Dade County and Town of Surfside Conflict of
145 Interest and Code of Ethics Ordinance.

146 (3)e- *Agenda.* The committee chairperson shall prepare the agenda for the committee
147 meeting with the assistance of the committee staff liaison. ~~In the chairperson's absence,~~

148 ~~the vice chairperson shall prepare the agenda.~~ Any committee member may propose
149 additional agenda items at any time. Items proposed after the agenda is distributed may
150 only be heard under "New Business" and upon an affirmative vote of the majority of the
151 committee. Each agenda shall also include a section for public comment.

152 (4)~~d~~. *Public appearances and requests.* Any person may appear before any committee
153 during the public comment portion of the meeting.

154 (5)~~e~~. *Quorum.* A majority of the appointed members of the committee shall constitute a
155 quorum. ~~shall be 50 percent plus one of the committee members.~~ Provided there is a
156 quorum, a majority of those present and voting shall be required to adopt any motion or
157 take any action.

158 (6) *Failure to obtain a quorum.*

159 a. If, 48 hours prior to a regular meeting, the clerk has not received confirmation of
160 attendance from a sufficient number of committee members to constitute a quorum,
161 the meeting shall be canceled for lack of a quorum.

162 b. Should no quorum attend any meeting within 15 minutes after the hour appointed for
163 the meeting, the presiding member or the town clerk may adjourn the meeting. The
164 names of the members present at such meeting shall be recorded in the minutes.

165 (7)~~f~~. *Voting.* Each committee member shall be entitled to one vote. The committee shall act as
166 a body in making its decisions. No committee member present at a meeting may abstain
167 from voting unless the committee member possesses a conflict of interest, as provided in
168 either the Florida Statutes or the Miami-Dade County Code of Ethics and submits the
169 appropriate form to the town clerk.

170 (8)~~g~~. *Attendance.* In the event that a committee member fails to attend three regularly
171 scheduled meetings in any one calendar year, the committee member may be removed
172 from the committee and the town commission will be notified of the vacancy.

173 (9)~~h~~. *Appointments, vacancies and resignations.* Each person appointed to a committee,
174 sub-committee or ad hoc committee shall be appointed by the town commission in the
175 following manner:

176 a1. The ~~mayer~~ Mayor and each member of the town commission shall appoint one
177 member to each committee.

178 b2. Should any appointee resign or be removed during the term of the committee, sub-
179 committee or ad hoc committee, the appointing commissioner may select another
180 appointee in accordance with the procedure outlined as follows:

181 Upon notification of the vacancy of an at-large member, the town clerk shall notify
182 the town commission, or in the case of an individual appointment, the town
183 commissioner responsible for the appointment with a copy to the remainder of the
184 town commission, in writing. ~~The town commission shall establish a deadline for the~~
185 ~~submission of letters of interest to serve on the committee at a commission meeting.~~

186 1.(i) Any person who wishes to serve on a committee and who meets the qualifications
187 of office as set forth in this code and in the resolution creating or re-authorizing

188 the committee, shall submit his or her name and committee application available
189 from the town clerk or on the town website ~~together with a letter of interest~~ to the
190 town clerk ~~by the deadline established by the town commission~~. Thereafter, the
191 town clerk shall provide the appointing town commissioner or the entire town
192 commission, as applicable, with the names and submitted material(s) ~~letters of~~
193 interest.

194 ~~2.~~(ii) Nominations and appointments to fill the vacancy shall be made at a town
195 commission meeting. Appointments to fill a mid-term vacancy shall only be
196 made for the remainder of the term of the committee member being replaced.

197 (10)i- *Reappointment.* Committee, sub-committee or ad hoc committee members shall be
198 eligible for reappointment and shall hold office until their successors have been duly
199 appointed and qualified.

200 (11)j- *Residency requirement.* Committee, sub-committee or ad hoc committee members
201 shall be registered qualified electors of Miami-Dade County, Florida, whose legal
202 residence is in the Town of Surfside.

203 (12)k- *Compensation.* All committee, sub-committee or ad hoc committee members shall
204 serve without compensation and shall not otherwise obtain direct or indirect financial gain
205 from their service on a committee.

206 (13)l- *Oath requirement.* All committee, sub-committee or ad hoc committee members
207 shall be required to subscribe to an oath or affirmation to be administered by and filed with
208 the town clerk, swearing to support, protect and defend the Constitution and laws of the
209 United States and of the State of Florida, the Charter and all ordinances of the Town of
210 Surfside and Miami-Dade County, and in all respects to faithfully discharge their duties.

211 (14)m- *Financial disclosure requirement/standards of conduct.* If required by law,
212 committee members shall file appropriate annual financial disclosure forms. All
213 committee members shall be subject to the standards of conduct for public officers and
214 employees set by federal, state, county or other applicable ethics or conflicts of interest
215 laws.

216 (15)n- *Officers and elections.* Except as provided otherwise in the resolution creating or re-
217 authorizing a committee, each committee shall elect a chairperson, and vice-chairperson
218 ~~and secretary~~ at the first committee meeting.

219 (16)o- *Records.* Minutes of all committee meetings shall be prepared by the town
220 administration and shall be available for public inspection. The minutes shall be forwarded
221 to each committee member for review and shall be approved by the committee at a public
222 meeting. Once approved, the meeting minutes shall be forwarded to the town clerk for
223 filing. ~~Attendance and absences must be recorded and submitted to the town clerk along~~
224 ~~with the minutes.~~ The ~~chair~~secretary of a committee, sub-committee or ad hoc committee,
225 working with the staff liaison, shall prepare a final report summarizing the committee's
226 activities, accomplishments, challenges and recommendations during the term. Such
227 report shall be presented for review and approval by the committee no later than the last
228 meeting of the term, and to be submitted to the town clerk for transmittal to the town

229 commission which shall be presented at the first a regular town commission meeting after
230 the election.

231

232 *Rule 5.02 Town commission liaison; appointment and definition.*

233 (a1) *Appointment:* The ~~mayer~~Mayor shall designate and appoint one member of the town
234 commission as the liaison to each board, committee and subcommittee of the town commission.

235 (b2) *Definition:* The town commission liaison is defined as a nonvoting member of a board,
236 committee or sub-committee who communicates the activities of the board, committee or
237 subcommittee to the town commission. The liaison's role is limited to responding to questions
238 posed by members of the board, committee or subcommittee to which the liaison serves. All
239 remarks from the liaison shall be addressed to the chair who serves as the presiding officer.

240 Sec. 2-205. - Conduct of meetings; agenda.

241 *Rule 6.01 Call to order.* Promptly at the hour set for each meeting, the ~~mayer~~Mayor and the
242 members of the town commission, the town attorney, the town manager and the town clerk shall
243 take their regular stations in the commission chambers. The presiding officer shall take the chair
244 and shall call the town commission to order immediately. In the absence of the presiding officer,
245 the town clerk shall then determine whether a quorum is present and in that event shall call for
246 the election of a temporary presiding officer. Upon the arrival of the presiding officer, the
247 temporary presiding officer shall relinquish the chair upon the conclusion of the business
248 immediately before the commission.

249 *Rule 6.02 Roll call.* The town clerk shall call the roll of the members, and the names of those
250 present shall be entered in the minutes. In the event the roll call reflects the absence of any
251 member on official town business that fact shall be noted in the minutes. Any town commissioner
252 who intends to be absent from town commission meeting shall notify the town clerk of the
253 intended absence as soon as convenient.

254 *Rule 6.03 Participation by physically absent member of the town commission; town board*
255 *or committee. ~~shall be permitted, but a town board or committee. -shall no bet permitted.~~ A*
256 *member of the town commission shall be permitted to participate and/or vote telephonically, by*
257 *virtual video or other electric means, provided that a physical quorum of the town commission is*
258 *present. A ~~but, a~~ town board or committee shall not be ~~is not~~ permitted to participate and/or vote*
259 *telephonically, by virtual video -and/or by interactive video.*

260 *Rule 6.04 Quorum.* A majority of the members of the town commission then in office shall
261 constitute a quorum. No ordinance, resolution or motion shall be adopted by the town commission
262 without the affirmative vote of the majority of all the members present.

263 *Rule 6.05 Failure to attain a quorum.* Should no quorum attend within 15 minutes after the
264 hour appointed for the meeting of the commission, the presiding officer or the town clerk may
265 adjourn the meeting. The names of the members present ~~and their action~~ at such meeting shall be
266 recorded in the minutes by the town clerk.

267 Rule 6.06 Agenda.

268 (a) *Order of business.* There shall be an official agenda for every meeting of the commission which
269 shall determine the order of business conducted at the meeting.

270 (1) The order of business shall be as follows:

271 ~~(a1)~~ order of business

272 a. call to order,

273 b. roll call of members,

274 c. pledge of allegiance,

275 d. agenda/order of business (additions/deletions),

276 e. special presentations,

277 (b) public comment on agenda items

278 ~~(b2)~~ quasi-judicial hearings

279 ~~(c3)~~ consent agenda at the pleasure of the commission, approval of minutes, town
280 manager, town attorney reports

281 ~~(d4)~~ ordinances,

282 ~~(e5)~~ resolutions

283 ~~(f6)~~ good and welfare shall be heard at a time certain at 8:15 p.m.

284 ~~(g7)~~ unfinished business and new business

285 ~~(h8)~~ ~~mayor~~ Mayor, town commission and staff communications.

286 ~~(24)~~ Items shall be considered in the order in which they are placed on the agenda unless a
287 majority of the commissioners determines to deviate from the printed agenda.

288 ~~(3)~~ ~~The public may comment- comment on all -agenda items portion of the meeting. -shall be not be~~
289 ~~restricted to discussion on agenda items which are not scheduled for public hearing. Each speaker~~
290 ~~shall be given no more than three minutes to address the agenda speak and shall try to end on~~
291 ~~time as a courtesy to the residents and other participants wishing to also speak on the item. ,~~
292 ~~unless by vote of a majority of the members of the commission present, it is agreed to extend the~~
293 ~~time frames.~~

294 ~~(32)~~ The good and welfare portion of the agenda set for 8:15 p.m. ~~-shall provide for public~~
295 ~~comment on any items related to Town business or any matter within the scope of the~~
296 ~~jurisdiction of the town commission, whether or not included on the agenda for the~~
297 ~~meeting. shall be restricted to discussion on subjects not already specifically scheduled~~
298 ~~on the agenda. In no event shall this portion of the agenda be allotted more than 45 minutes~~
299 ~~with each speaker to be given no more than three minutes, unless by vote of a majority of~~
300 ~~the members of the commission present, it is agreed to extend the time frames. Likewise,~~
301 ~~members of the town commission shall be restricted to speaking three minutes each unless~~
302 ~~an extension is granted in the same manner as set forth in the prior sentence. The rules of~~

303 section 2-207(e) as set forth hereinbelow shall be observed during this portion of the
304 agenda.

305 (4~~3~~) The town commission shall not take action upon any matter, proposal, or item of business
306 which is not listed upon the official agenda, unless it is approved at the meeting by a
307 majority of the entire commission, which shall have first consented to the matter for
308 consideration. No ordinance, resolution or other matter listed on the agenda for public
309 hearing, or the vote thereon, may be deferred until a later time unless a majority of the
310 entire town commission shall vote in favor of such deferral.

311 (b) ~~Authority to p~~Placing items on agenda.

312 ~~(12) Ordinances, Resolutions and O~~Ordinances may be prepared and scheduled on the agenda
313 at the direction of the town commission, a town commissioner with the support of the
314 majority of the commissioners present at a town commission meeting, or by Mayor, the
315 town manager, town attorney or town clerk.

316 ~~(21) All other matters.~~ Matters, other than ~~resolutions or~~ ordinances, may be placed on the
317 agenda by any member of the town commission, the town manager, the town attorney and
318 the town clerk. ~~Members of the town commission may, at a town commission meeting,~~
319 ~~direct the town manager or the town attorney to prepare an resolution or ordinance for~~
320 ~~placement on the agenda for the following agenda.~~

321 ~~(32)Deadline.~~ In no event may any town commissioner place an item on an agenda unless all
322 materials for the item are provided to the town clerk by 12:00 noon seven working days
323 prior to the meeting date unless approved by the Town Manager. Any complete item
324 provided after 12:00 noon seven working days prior to the meeting date shall be
325 distributed to the commission with a "7-day cover memo" and shall be added to the agenda
326 only if a majority of the commissioners present consent to the addition of the item to the
327 agenda.

328 (c) *Approval of minutes.* All minutes shall be summary in nature. A copy of such completed
329 minutes shall be placed on a regular agenda and may only be approved by a majority of the
330 members of the town commission, and upon such approval shall become the official minutes.

331 *Rule 6.07 Ordinances, resolutions, motions, contracts.*

332 (a) *Preparation and enactment of ordinances.* The town attorney shall prepare ordinances and
333 resolutions. Ordinances may be introduced, listed by title and shall be read by title only before
334 consideration by the town commission on first reading. At public hearing, each ordinance shall
335 be voted on individually by a call of the roll. Only resolutions and motions may be enacted by
336 voice vote calling for "ayes" or "no" on the question.

337 (b) *Approval by town attorney.* All ordinances, resolutions and contract documents, before
338 presentation to the town commission, shall have been reduced to writing and reviewed for form
339 and legality by the town attorney. Ordinances, resolutions and contract documents, in their
340 final form as approved by the Town Commission shall be ~~have been~~ approved as to form and
341 legality by the town attorney prior to execution.

342 (c) *Introduction and sponsorship.* Ordinances, resolutions and other matters and subjects requiring
343 action by the town commission may be introduced and sponsored by the ~~mayor~~Mayor or any
344 member of the town commission, ~~except that either the~~ The town manager, the town attorney or
345 town clerk may present ordinances, resolutions and other matters or subjects to the town
346 commission for consideration, and any commissioner may assume sponsorship thereof by
347 moving that such ordinance, resolution, matter or subject be adopted in accordance with law;
348 otherwise they shall not be considered.

349 (d) *Sunset.* There is no requirement for any ordinance to contain a sunset provision.

350 (e) *Zoning exception.* The provisions of this Rule 6.06 shall not be applicable to zoning resolutions
351 which shall be governed exclusively by the Zoning Code.

352 ~~(f) *No commission jurisdiction.* Prior to the commission's considering any resolution over which
353 the commission does not have substantive jurisdiction, including resolutions expressing the
354 commission's intent or opinion, a preliminary vote shall be taken to determine whether it is
355 appropriate for the commission to consider such resolution. Unless the commission, by a two-
356 thirds vote of the members present, agrees to consider the resolution, the resolution shall be
357 deemed to have failed. If the commission agrees to consider the resolution, the resolution shall
358 be heard after all other resolutions sponsored by commissioners have been addressed by the
359 commission. If the commission decides to discuss such resolution, the resolution shall require
360 a two-thirds affirmative vote of the commissioners present in order to be passed. The provisions
361 of this ordinance shall not apply to resolutions relating to state or federal legislative priorities.~~

362 *Rule 6.08 Statement of fiscal impact required for ordinances; exceptions.* Prior to the second
363 reading of any ordinance, the town manager shall prepare a written statement setting forth the
364 fiscal impact, if any, of the proposed ordinance. No ordinance shall be considered on second
365 reading if the statement of fiscal impact is not submitted with the ordinance as part of the agenda.
366 The provisions of this rule shall not apply to any emergency ordinance or any budget ordinance
367 or resolution.

368 *Rule 6.09 Limitation on agenda items.* No commissioner shall sponsor or cosponsor a total
369 of more than three ordinances for first reading and three resolutions at any commission meeting.
370 This provision shall not be applied to ordinances or resolutions which are intended to correct
371 scrivener's errors.

372 Sec. 2-206. - Public participation.

373 *Rule 7.01 Persons authorized on the dais.* No person, except town officers or their
374 representatives, shall be permitted on the dais unless authorized by the presiding officer or a
375 majority of the town commission.

376 *Rule 7.02. Citizens presentations; public hearings.*

377 (a) *Citizens' presentations.* Any citizen ~~may request may request shall be entitled shall be entitled~~
378 to be placed on the official agenda of a regular meeting of the town commission and be heard
379 concerning any matter within the scope of the jurisdiction of the town commission ~~outside of~~
380 Good and Welfare. Only members of the town commission and the town manager may place
381 a citizen on the official agenda.

382 (b) *Public hearings.* Any citizen shall be entitled to speak on any matter appearing on the official
383 agenda under the section "public hearings."

384 (c) *Public discussion on agenda items.* ~~No citizen shall be entitled~~ Citizens shall be permitted to
385 address the town commission on any matter listed on or added to the official agenda which is
386 not scheduled for public hearing, discussion or debate. ~~except during Public Comment on~~
387 ~~Agenda Items unless the item is opened for public comment and the speaker recognized by the~~
388 ~~Chair~~ Good and Welfare. When the town commission considers an agenda item that is open for
389 public hearing, discussion or debate that is not a public hearing and on which the public
390 comment is either unanimously in favor or unanimously against the item's passage, input from
391 members of the public shall be limited to no more than three minutes on any given item, unless
392 an extension is granted by a majority of the members of the town commission.

393 *Rule 7.03 Registration of speakers.*

394 (a) Registration of speakers ~~shall be required~~ shall be encouraged. The town clerk shall prepare
395 appropriate registration cards. The cards shall include a place for the speaker to provide his/her
396 name, address, lobbyist registration status which may be verified by the town clerk prior to
397 speaking, and the agenda item on which he or she is speaking ~~if registration is required on a~~
398 ~~particular agenda item.~~

399 (b) For any single agenda item, and except for zoning, no more than one-half hour per side shall
400 be allocated to speakers from the public. The presiding officer shall limit the time of each
401 individual speaker in order to insure compliance with this rule.

402 *Rule 7.04 Addressing commission, manner, time.* Each person, other than ~~salaried~~ members
403 of the town staff, who addresses the town commission shall step up to a podium and shall give
404 the following information in an audible tone of voice for the minutes:

405 (a) Name;

406 (b) Address;

407 (c) Whether the person speaks on his or her own behalf, a group of persons, or a third party; if the
408 person represents an organization, the person shall also indicate the number of members in the
409 organization, the annual dues paid by the members, the date of the most recent meeting of the
410 organization's board or governing council, and whether the view expressed by the speaker
411 represents an established policy of the organization approved by the board or governing
412 council, if requested; if the person is speaking on behalf of a group, s/he shall be required to
413 register as a lobbyist if required by that ordinance and shall state for the record: (i)
414 Compensation, if any, (ii) whether the person or any immediate family member has a personal
415 financial interest in the pending matter, other than as set forth in (i) if requested.

416 Unless further time is granted by the town commission and with the sole exception of zoning items
417 which shall not have a prescribed time limit unless imposed by the chair in accordance with the
418 advice of the town attorney, the statement shall be limited to the times prescribed herein. All
419 remarks shall be addressed to the town commission as a body and not to any member thereof. No
420 person, other than the ~~mayor~~ Mayor, members of the town commission and the person having the
421 floor shall be permitted to enter into any discussion, either directly or through a member of the

422 commission, without the permission of the presiding officer. No question shall be asked of any
423 member of the town commission except through the presiding officer.

424 *Rule 7.05 Decorum.* Any person making ~~impertinent or~~ slanderous remarks ~~or who becomes~~
425 ~~boisterous~~ while addressing the town commission shall be warned. If after the warning, the
426 behavior continues, —said person shall be barred from further appearance before the town
427 commission by the presiding officer for the duration of the meeting, unless permission to continue
428 or again address the town commission is granted by the majority vote of the town commission
429 members present. ~~No clapping, applauding, h~~Heckling or verbal outbursts in support or
430 opposition to a speaker or his or her remarks shall not be permitted. ~~Signs or placards may be~~
431 ~~disallowed in the town commission chambers by the presiding officer. Persons exiting the town~~
432 ~~commission chambers shall do so quietly.~~

433 Sec. 2-207. - Rules of debate.

434 *Rule 8.01 Rules of debate.*

435 (a) *Questions under consideration.* When a motion is presented and seconded, it is under
436 consideration and no other motion shall be received thereafter, except to adjourn, to lay on the
437 table, to postpone, or to amend until the question is decided. These motions shall have
438 preference in the order in which they are mentioned. A motion to adjourn and a motion to lay
439 on the table shall be decided without debate. Final action upon a pending motion may be
440 deferred until a date certain by a majority of the members present.

441 (b) *As to the presiding officer.* The ~~mayor~~Mayor, as presiding officer, may vote on but shall not
442 move or second an item of debate. The presiding officer, however, upon relinquishing the chair,
443 may move or second an item, ~~vote~~, subject only to such limitations as are by these rules
444 imposed upon all members.

445 (c) *Getting the floor, improper references to be avoided.* Every member desiring to speak for any
446 purpose shall address the presiding officer, ~~and~~ upon recognition, ~~shall be confined to the~~
447 ~~question under debate avoiding all personalities and indecorous language.~~

448 (d) *Interruption; call to order; appeal a ruling of the chair.* A member once recognized shall not
449 be interrupted when speaking unless it is a call to order or as herein otherwise provided. If a
450 member be called to order, the member shall cease speaking until the question of order is
451 determined by the presiding officer, and if in order, the member shall be permitted to proceed.
452 Any member may appeal to the town commission from the decision of the presiding officer
453 upon a question of order when, without debate, the presiding officer shall submit to the town
454 commission the question, "Shall the decision of the chair be sustained?" and the town
455 commission shall decide by a majority vote.

456 (e) *Time limit for Consent agenda debate.* The presiding officer shall open for public comment on
457 any items on the consent agenda, prior to commission consideration of the consent agenda.
458 There shall be no dDebate on any motion pertaining to an item on the consent agenda, however,
459 any member of the town commission may pull an item from the consent agenda for
460 consideration shall be limited to three minutes. After three minutes of debate the item shall be
461 removed from the consent agenda, if any, and placed on the regular town commission agenda.

462 ~~The discussion by the town commission on any one item shall not exceed one half hour or~~
463 ~~unless an extension is granted by a majority of votes of the town commission.~~

464 (f) *Privilege of closing debate.* Any town commission member (including the presiding officer)
465 shall have the privilege of closing the debate by making a motion to that effect and provided it
466 is affirmed by vote of a majority of the town commission present.

467 (g) *Method of voting.* After the debate is closed, and/or the motion is restated if necessary, the
468 presiding officer shall call for a vote on the motion. Voting shall be by roll call or voice vote,
469 or paper ballot (at the decision of the majority of the commission in certain circumstances)
470 depending on whether the ballot is on an ordinance or resolution or motion. Ordinances require
471 a roll call vote by calling the names of the members of the town commission in rotating order,
472 provided that the ~~V~~ice-~~m~~ayor~~M~~ayor shall vote next to last and alphabetically by surname,
473 except that the names shall be rotated after each roll call vote, if requested, so that the
474 commissioner who voted first on a preceding roll call shall vote last upon the next subsequent
475 matter; provided, however, that the presiding officer, if a member of the town commission,
476 shall always cast the last vote.

477 The town clerk shall call the roll, tabulate the votes, and announce the results. The vote upon
478 any resolution, motion or other matter may be by voice vote as previously noted, provided that
479 the presiding officer or any commissioner may require a roll call to be taken upon any
480 resolution or motion.

481 (h) *Explanation of vote; conflicts of interest.* There shall be no discussion by any town
482 commissioner voting, and the town commissioner shall vote yes or no. Any town
483 commissioner, upon voting, may give a brief statement to explain his or her vote. A town
484 commissioner shall have the privilege of filing with the clerk a written explanation of his or
485 her vote. Any town commissioner with a conflict of interest on a particular matter shall refrain
486 from voting or otherwise participating in the proceedings related to that matter and must leave
487 the commission chambers until the consideration of that matter is concluded and file the proper
488 form with the town clerk.

489 (i) *Tie votes.* Whenever action cannot be taken because the vote of the town commissioners has
490 resulted in a tie, the status quo shall continue in effect and the proposed ordinance, resolution
491 or motion that produced the tie vote shall be removed from the agenda without prejudice to its
492 reintroduction on a de novo basis at a later time, ~~provided that in zoning and other quasi-~~
493 ~~judicial matters when action on a resolution results in a tie vote, such resolution matter shall~~
494 ~~be carried over to the next regularly scheduled meeting for the consideration of such quasi-~~
495 ~~judicial matters unless the town commission designates a different time for such~~
496 ~~reconsideration.~~

497 (j) *Vote change.* Any town commissioner may change his or her vote before the next item is called
498 for consideration, or before a recess or adjournment is called, whichever occurs first, but not
499 thereafter. In this case, the town clerk shall call back the vote and verify the outcome for the
500 presiding officer.

501 (k) *No motion or second.* If an agenda item fails to receive a motion or second, it shall be removed
502 from the agenda and shall be reintroduced only in accordance with the renewal provisions of
503 Rule 8.01(m).

504 (l) *Reconsideration.* An action of the town commission may be reconsidered only at the same
505 meeting at which the action was taken, or, if not, at the next meeting thereafter a motion to
506 reconsider may be made only by a town commissioner who voted on the prevailing side of the
507 question and must be concurred in by a majority of those present at the meeting. ~~A motion to~~
508 ~~reconsider shall not be considered unless at least the same number of town commissioners is~~
509 ~~present as participated in the original vote, or upon affirmative vote of two thirds of those~~
510 ~~commissioners present.~~ Adoption of a motion to reconsider shall rescind the action
511 reconsidered.

512 (m) *Renewal.* Once action is taken on a proposed ordinance or resolution neither the same matter
513 nor its repeal or rescission may be brought before the town commission again for a three-month
514 period following the said action unless application for renewal by three commissioners is first
515 submitted to the presiding officer. Should an ordinance or resolution be proposed that raises
516 the same previously resolved matter, or its repeal or rescission, in different or modified form
517 during the three-month period, the presiding officer may declare the proposal out of order.

518 (n) *Adjournment.* A motion to adjourn shall always be in order and decided without debate.

519 (o) *Suspension of the rules.* No rule of procedure adopted by the town commission shall be
520 suspended except by an affirmative vote of a majority two-thirds of the members of the town
521 commission present.

522 Sec. 2-208. - Additional ordinances prescribing town commission procedure.

523 ~~Rule 9.01 Representation of Town of Surfside. Whenever~~ The presiding officer town
524 commission may, with the consent of the designee, designate a member(s) of the town
525 commission to represent the town commission at such meetings, conferences or other occasions
526 as deemed ~~deems it necessary or desirable that~~ by the town commission, shall be represented at
527 ~~meetings, conferences or other occasions involving other governmental entities, agencies,~~
528 ~~officials or groups, or non-governmental organizations, or departments, agencies or officials of~~
529 ~~the town government, the presiding officer may designate members of the town commission to~~
530 ~~represent the town commission at such meetings, conferences or other occasions, with the consent~~
531 ~~of the designee. A designation must be ratified by a majority of the members of the town~~
532 ~~commission then present may disapprove any such appointment.~~ Such representative(s) shall have
533 no power to act for or on behalf of the town commission, or to make any commitment or binding
534 obligation on behalf of the town commission or the town. Such representatives shall report to the
535 town commission with regard to such meeting, conference or other occasion.

536 *Rule 9.02 Noncompliance with procedural rules.* If a procedural rule pursuant to this Article
537 VI. — "Rules of Procedure for Town Meetings" is not complied with as a result of either mistake,
538 inadvertence or excusable neglect, as those terms are defined by law, by either the presiding
539 officer or the parliamentarian, then the validity of the underlying substantive ordinance,
540 resolution, motion or other action shall in no way be affected thereby, and the failure of
541 compliance with said procedural rule shall not be the basis for any person or party to challenge
542 any ordinance, resolution or other action.

543 Sec. 2-209. - Amendment to rules of procedure for town meetings.

544 Once adopted, changes to these rules may be made as changes to any other ordinance are
545 made by a majority vote and after two readings of the amendatory ordinance.

546 Secs. 2-210—2-225. - Reserved.

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

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

555
556 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
557 Resolutions in conflict herewith are hereby repealed.

558
559 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

560
561 **PASSED and ADOPTED** on first reading this 18th day of September, 2017.

562
563 **PASSED and ADOPTED** on second reading this 10th day of October, 2017.

564
565
566 On Final Reading Moved by: _____

567
568 On Final Reading Second by: _____

569

570

571 **FINAL VOTE ON ADOPTION:**

572 Commissioner Daniel Gielchinsky _____

573 Commissioner Michael Karukin _____

574 Commissioner Tina Paul _____

575 Vice ~~Mayor~~Mayor Barry Cohen _____

576 ~~Mayor~~Mayor Daniel Dietch _____

577

578

579

580

Daniel Dietch, ~~Mayor~~Mayor

581

582 **ATTEST:**

583

584 _____
585 Sandra Novoa, MMC, Town Clerk

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

589 _____
590 Weiss Serota Helfman Cole and Bierman, P.A.
591 Town Attorney
592



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: May 12, 2020

From: Mayor Charles W. Burkett

Subject: Proposed Charter Amendment

On Tuesday, May 12, 2020, Surfside can take another bold step towards halting the over-development that was inflicted upon our Town by the former Mayor and most of his Commission allies over the last 10 years.

Your new Commission took the brave step at the last meeting to initiate the process to throw out the entire developer approved code now in use. It also voted to return Surfside to the 2004 code that was in place at the time 92% of residents voted to enshrine strict development restrictions into our Charter – Surfside’s version of the U.S.’s Constitution.

Over the last 10 years, starting in 2010, after I lost that election, Mr. Dietch and his allies went to work systematically changing the zoning laws, which allow builders free reign in the Collins / Harding district and elsewhere in our Town.

They even went so far as to gut our 2004 Charter amendment – the one designed to protect against the types of changes in the zoning code that Mr. Deitch and his allies would make in the zoning code over the last 10 years.

The next part of the story will get a little into the weeds, however it will show HOW, Mr. Dietch and his over-development allies, seized the power back from the residents to control development in Surfside by CHANGING the Charter.

In my opinion, what you’re going to read now is really the most shocking part of the entire scheme.

In a breath-takingly deceptive and dishonest move, Mr. Dietch and his over-development allies, put forward a ballot question titled “RESTRICTION ON DEVELOPMENT”.

Not only were the contents of the proposed ballot question NOT restrictive, they catastrophically eviscerated the protections that had been written into the document.

Residents were understandably completely hoodwinked by the flowery language in the question that appeared on the ballot.

For instance, ask yourself these questions after reading the ballot question (attached) over a few times:

- a) What part of the question/statement contains restrictions? Answer: none.
- b) What is being reinforced? Answer: nothing.
- c) What is being clarified? Answer: nothing, however there's a whole lot being changed.

If you're wondering - like I was, what any of the ballot language really means, you'd have to look to the next (2nd attachment) which was the actual 'before and after' language in our Charter.

The words with lines under them are additions by Dietch and Company, and the words with lines through them, conversely were removed by Dietch and Company.

You can now see that NONE of the changes were "reinforcements" or "clarifications."

The changes were simply – changes - put in place to give developers the zoning code they needed to begin to turn Surfside into Sunny Isles or Miami Beach.

For instance:

The term "units per acre" replaced the term "floor areas."
"Maximum allowable floor area ratios" were stricken.
"Building heights" were redefined and,
Language pointing to the amendment being approved by Surfside voters was stripped out.

Does any of the foregoing sound like MORE "restrictions on development", the title of the ballot question? It is not!

Or does it sound to you, like it sounds to me? – A fraud perpetrated on the voters of Surfside, grossly misleading them with a deceptive ballot question, so elected officials could accommodate their developer friends by undoing and rewriting our protective zoning code.

Thursday, we have a chance to begin to unwind all of the unsavory and manipulative actions that were taken by the former Mayor and his over-development allies and I hope you'll join us to make it happen.

I want to address those who will say, let's just fix the current code and not go back to the old code by saying, it's not possible.

The reason the “new” zoning code was voted in was because it was newly written from start to finish, top to bottom – and for a very specific reason which we all are now seeing around us.

In a nutshell, the old code allowed small buildings on small lots and big ones on big lots. It regulated uses in our small Town to areas that supported those uses. It limited heights, size & many other important metrics.

The Dietch and his over-development allies zoning code now in place, initially put forward in 2010, has allowed developers to build bigger, higher and denser and is now so riddled with goodies, added by Mr. Dietch and his over-development allies over the last 10 years, that it needs to be thrown out, just as our old code was.

Yes, our old code may need some updates and tweaks before it's perfect for 2020, and I'm very sure our new Commission is committed to supporting each one of those, but the point is, it's better to fix a code that was written and put into place by those who cared for and wanted to protect residents from over development, rather than to try to fix an entire code that was sanctioned and put into place by those whose objective it was to turn our Town into Sunny Isles or Miami Beach!

See you Tuesday, May 12th at 7pm.



MEMORANDUM

To: Guillermo Olmedillo, Town Manager

From: Alan P. Graham, Code Compliance Director

Date: April 24, 2020

Subject: April 28, 2020 Special Town Commission Meeting
Discussion Item W, Regulation of Short-Term Rentals

Town Code Sections 90-41.1 provides the regulations for short-term rentals. The current code requires property owners to register with the Town all seasonal, short-term guests and to pay an appropriate registration fee and resort tax (4%).

The Code also limits a property owner to having three (3) short-term rentals over a twelve-month time period.

When a Code Compliance Officer becomes aware of a property that is rented on a short-term basis but did not register or pay the required fees, then the Officer sends out an invoice to the property owner for the monetary amount due. If the property owner does not remit to the Town the amount due, then Officer issues to the property owner a Civil Violation Ticket that carries a civil fine.

If the Town Commission wants to change any portion of this particular Town Code, then we would need to bring an Amended Ordinance before the Town Commission.

If you have any questions, then please contact me at (305) 861-4863 ext. 230.

cc: Lillian Arango, Town Attorney
Jason D. Greene, Finance Director
Sandra Novoa, Town Clerk

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

From: Guillermo Olmedillo, Town Manager

Date: April 14, 2020

Subject: Design Review Board

Previously, the Town's design review process included two boards, the Planning and Zoning Board and the Design Review Board. The Planning and Zoning Board consisted of 5 members appointed by the Town Commission. The Design Review Board included the 5 Planning and Zoning Board Members and required two additional members and would meet on the same night. One of the additional members had to be a Florida-licensed architect or landscape architect while the second member could be an architect, landscape architect, engineer, city planner, general contractor, interior designer, or attorney.

Because these two Boards had overlapping members and functions, it proved difficult to have a quorum, specifically for the Design Review Board as one of the two additional members had to be present. If not present, the meeting was canceled and items to be heard were rescheduled to the following meeting. Also, there was difficulty finding and appointing qualified persons to serve on the Design Review Board. Ordinance No. 18-1689 adopted on April 14, 2018 (codified in Sections 90-14 to 90-23 of the Town Code), incorporated the functions of the Design Review Board within the Planning and Zoning Board. In addition, two alternate members were added to the Planning and Zoning Board to ensure that a quorum exists for each meeting. If all five members of the Planning and Zoning Board are in attendance, the two alternates become non-voting members.

The 2018 Ordinance dissolved the Design Review Board and provided for design review functions to be incorporated and taken up by the Planning and Zoning Board. The newly constituted Planning and Zoning Board is made up of seven members, two of which are alternates who vote when any member of the Planning and Zoning is not present. The requirements were also modified to indicate that three of the members, which include the alternates, must have specific qualifications. Previously, only Design Review members were required to have qualifications.

Since the adoption of the Ordinance in 2018 that dissolved Design Review and provided for the functions by the Planning and Zoning Board, the Planning and Zoning Board has not had to cancel a meeting due to a lack of a quorum. Those applications needing approval based on design review are processed at the beginning of the meeting followed by those items that require approval for consistency with the Zoning Code. In sum, design review functions still occur as required by the Town Code, but are performed by the Planning & Zoning Board.

Staff recommends the design review function remain with the Planning and Zoning Board to avoid quorum issues and overlapping functions and provide for a clear, concise and timely process for applicants.

ORDINANCE NO. 18 - 1689

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ABOLISHING THE DESIGN REVIEW BOARD, MODIFYING THE PLANNING AND ZONING BOARD MEMBERSHIP AND RESPONSIBILITIES, ABOLISHING THE DEVELOPMENT IMPACT COMMITTEE, AND REVISING THE DESIGN REVIEW GROUP REVIEW REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town wishes to abolish the Design Review Board and provide for design review by the Planning and Zoning Board so the functions of zoning and design review are consolidated in the Planning and Zoning Board; and

WHEREAS, the Town desires to abolish the Development Impact Committee to reduce duplicative efforts and consolidate review in the administrative design review process; and

WHEREAS, the Town Commission held its first public hearing on these regulations on August 14, 2018; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a duly noticed hearing on August 30, 2018 and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on August 14, 2018; and

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

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

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

Section 2. Code Amendment. The Code of Ordinances of the Town of Surfside, Chapter 90 “Zoning,” is hereby amended as follows¹:

* * *

DIVISION 1. - PLANNING AND ZONING BOARD

Sec. 90-14. - Created.

There is created a town planning and zoning board.

Sec. 90-15. - Membership/quorum, minimum qualifications, officers, terms of officers, vacancies, general regulations, recommendations, expenditures, indebtedness.

(1) *Membership/quorum:* The planning and zoning board membership and quorum requirements for zoning matters and design review matters are as follows:

(a) *Zoning matters:* The planning and zoning board, ~~when performing its zoning functions,~~ shall consist of five members and a first alternate member and a second alternate member. ~~At least three of the Two~~ members or alternates must be one of the following:

1. Florida-licensed general contractor or a construction management professional with at least three years of professional experience as a construction project manager, construction superintendent or construction estimator;
2. Florida licensed PE or a civil, mechanical, electrical, chemical or environmental engineer with a baccalaureate degree in engineering and three years of professional experience;
3. Certified planner (AICP) or a planning professional with a graduate degree in planning from a program accredited by the Planning Accreditation Board with at least three years of professional planning experience or a bachelor's degree in planning from a program, accredited by the Planning Accreditation Board (PAB) with at least three years of professional planning experience;
4. Florida-licensed landscape architect with at least three years of professional experience;
5. Registered interior designer with at least three years of professional experience;
6. Florida-licensed attorney with at least three years of professional experience;
7. Florida-licensed architect; or
87. Real estate developer with three years of professional experience, either as the principal or executive.

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

- (b) *Alternate participation.* Alternates shall be subject to the same attendance and participation requirements as members. Alternates may participate in all board discussions but may not vote unless sitting as a substitute for a member. In the event a member is absent or unable to participate in an item before the board, the first alternate or if the first alternate is unavailable, the second alternate, shall fill the absent or recused member's position for the duration of that member's absence.
- (c) *All board matters:* One town commissioner shall be a liaison, non-voting representative without a vote at all planning and zoning board meetings.
- (2) *Minimum board member qualifications:* All board members must have been a town resident for a minimum period of one year, except for the licensed architects, including the Florida-licensed landscape architect, if applicable, who must have been a town residents for a minimum period of six months. ~~The Florida-licensed architects must have a minimum of five years of practical experience in the field of landscape design. To the extent that no licensed architect (whether for service on the planning and zoning board or design review board only as more specifically described in section 90-18 hereinbelow) who is also a town resident can be identified and is willing to serve at the time of appointment to either board, then the commission may select a non-resident architect who otherwise fulfills the requirements of this section, provided that appointment shall be ratified by a majority of the board of commissioners. To the extent an architect (resident or non-resident) cannot be located within three (3) months of the vacancy, this requirement may after a majority vote of the commission become null and void until such time this board member vacates the position before his/her term expires or a full new board is appointed whichever comes first.~~
- (3) *Officers:* The board shall elect one of its members as chairman and one of its members as vice-chairman, at its first regular meeting in April of each year. In the event of the resignation, removal, or inability of the chairman to serve, the vice-chairman shall succeed to the chairman position for the unexpired term; and the board shall, thereupon, elect one of its members as vice-chairman for the unexpired term. The chairman shall preside at all meetings. In the chairman's absence, the vice-chairman shall preside. The chairman shall submit all board reports and recommendations to the town commission, by and through the chairman, vice-chairman or the town commission liaison member. The town shall provide a secretary for the board and the town clerk shall be custodian of all records, books and journals of the board.
- (4) *Board member term(s):* Each commissioner shall be responsible for one board member appointment. The first and second alternates shall be appointed at-large by the majority vote of the Commission present at the meeting. The term of each board member and alternate appointment shall begin on the last Thursday of April of the year in which the board member or alternate is appointed and end when a successor ~~board member~~ is appointed or on the last Thursday in April, whichever dates comes first. The term of any board member or alternate filling a vacancy created on the board as provided in paragraph (5) shall begin at the time of the ~~board members~~ appointment and end the last Thursday in April or whenever a replacement is appointed.
- (5) *Vacancies:* A vacancy shall exist: (1) on the date that any member or alternate ceases to possess the minimum required membership qualifications provided herein; (2) when a board member or alternate has been absent from three consecutive regularly convened board

meetings or has been absent from five regularly convened board meetings within a board year; or (3) for members if the appointing commissioner resigns or his position otherwise becomes vacant during his/her term. Vacancies on the board shall be filled by appointment for the unexpired term in the same manner as original appointments are made provided however, if the seat shall remain vacant longer than a three-month period for any reason, the town commission may collectively, by majority vote, appoint a temporary member until such commission position is filled in accordance with the Town Charter and Code.

~~(6) *Transition provision:* Inasmuch as the enactment of Ordinance No. 1598 will occur mid-term, and the planning and zoning board as currently composed contains no architect, any architect currently serving on the design review board at the time of enactment, shall continue to serve in an ex officio capacity with the planning and zoning board as a nonvoting member and that the comments of that ex officio member will be considered and accorded equal weight with those who vote. Upon the expiration of the term of the current planning and zoning board, this provision shall become null and void.~~

(7) *General regulations governing members:* Board members and alternates shall be appointed in accordance with all applicable state, county and town ethics laws, rules and regulations. Appointed members and alternates of the board shall not, during their term, hold any other public office, paid position or serve on any other board under town government, except as a temporary board member, or that of a voluntary fireman.

(8) *Expenditures; indebtedness:* The town commission may authorize the expenditure by the planning and zoning board of such funds as the town commission may deem necessary to perform the requirements of this chapter. The town commission may appropriate from the general fund as set up in the annual budget and such sums as it may from time to time authorize the board to expend. The board may not incur indebtedness without prior commission approval.

Sec. 90-16. - Meetings: board year; timeframe; order of presentation; location.

(1) *Board year:* The board year shall commence on the last Thursday of April in each year.

(2) *Meetings on zoning and design review matters/timeframe:* Regular board meetings for zoning and design review matters shall be held on the last Thursday of each month. The chair may call special meetings and may cancel or continue meetings as may be necessary.

~~(3) *Meetings on design review matters/timeframe:* The board shall meet as needed on design review matters. The chairman may call special meetings and may cancel or continue meetings as may be necessary.~~

~~(4) *Order of presentation for zoning matters and design review matters:* In order to avoid unnecessary project costs and delays, the board shall address and finalize each project zoning matter prior to initiating each project design review, to the extent applicable.~~

~~(35) *Location of all board meetings:* All board meetings shall be held in the Town Hall or Community Center.~~

Sec. 90-17. - Powers and duties.

(1) *Zoning matters:* The planning and zoning board shall act as an advisory board to the town commission on zoning matters and design review matters. The boards' powers and duties are as follows:

- (a) To perform its responsibilities as the local planning agency pursuant to local and state government comprehensive planning and land development regulations (F.S. Ch. 163);
 - (b) To review and make recommendations to the town manager and the town commission regarding the adopting and amendment of the official zoning map; the land development regulations amendments; zoning district boundary changes; and comprehensive plan amendments;
 - (c) To review and make recommendations to the town commission, on applications pertaining to site plans (if applicable) zoning changes, special use permits, conditional use variances vested rights and any other zoning applications;
 - (d) To conduct such studies and investigations required under the Town Code and/or requested by the town commission and as needed from time to time to sit in a joint session with the town commission as requested by the town commission; and
 - (e) The planning and zoning board shall have such other duties pertaining to zoning matters as prescribed by law, this section and the Town Code.
- (2) *Design Review :* The planning and zoning board shall conduct a design review for all structures to be constructed and renovated within town limits on the terms outlined below.
- (3) *FEMA review:* The planning and zoning board ~~when constituted as a design review board as set forth in section 90-18 herein below,~~ shall act as the variance and appeals board pursuant Chapter 42, "Floods," Division 6, Variance Procedures, sections 42-111 through 42-117.

Sec. 90-18. - Design Review, ~~Board.~~

- ~~(a) *Membership.* The planning and zoning board, when performing its design review and FEMA variance and appeals board functions shall be constituted as the design review board and shall have seven members. The seven members shall include the five members appointed by the town commission for the planning and zoning board and two additional members, at least one of the design review board members shall be a Florida-licensed architect or Florida-licensed landscape architect. The second design review board member shall be a Florida-licensed architect or a:~~
- ~~(1) Florida-licensed general contractor or a construction management professional with at least three years of professional experience as a construction project manager, construction superintendent or construction estimator;~~
 - ~~(2) Florida-licensed PE or a civil, mechanical, electrical, chemical or environmental engineer with a baccalaureate degree in engineering and three years of professional experience;~~
 - ~~(3) Certified planner (AICP) or a planning professional with a graduate degree in planning from a program accredited by the Planning Accreditation Board with at least three years of professional planning experience or a bachelor's degree in planning from a program, accredited by the Planning Accreditation Board (PAB) with at least three years of professional planning experience;~~

- ~~(4) Florida licensed landscape architect with at least three years of professional experience;~~
- ~~(5) Registered interior designer with at least three years of professional experience;~~
- ~~(6) Florida licensed attorney with at least three years of professional experience; or~~
- ~~(7) Real estate developer with three years of professional experience, either as the principal or executive.~~

~~Both of these members shall be appointed by a majority of the town commission. Four members present at the planning and zoning board design review meetings shall constitute a quorum and at least one of the four members shall be a design review board member.~~ The design review process is set forth as follows.

~~(ab)~~ *Design review process.*

(1) *Purpose.* This section is intended to promote excellence in architectural and urban design; preservation of the town's historic and architectural and neighborhood character; and desirable urban growth and development. To implement this goal, the ~~design review board is hereby created to review and make advisory recommendations to the~~ planning and zoning board ~~shall review and evaluate applications~~ as to whether the design of new developments and/or improvements within the town are consistent with and in conformance with the design guidelines set forth in the Town Code. The design guidelines are attached thereto as Exhibit A [at the end of this chapter] provided that the town commission may amend said guidelines from time to time via resolution. The guidelines as amended, shall govern and be applied as fully set forth herein.

(2) *Design review procedure:*

- a. All applications for new developments or improvements that are subject to the town's adopted design guidelines shall be referred to the planning and zoning board for review and consideration.
- b. The board shall review each application whether for development of single-family, multifamily, commercial or other districts for conformity with the town's adopted design guidelines and ~~recommend the application to the planning and zoning board for approval, approval~~ with conditions, or ~~disapproval of the design review~~ application. With regard to the design review process, no applicant shall be required to appear before the ~~design review~~ board more than twice per application.
- c. Meetings held by the board for review and recommendations of applications shall be arranged to permit participation by the person or group making the application or request and representatives of such person or group, if desired. Architectural plans and drawings of the building facades, lists of finish materials and other information necessary to provide adequate insight into the proposed development/improvement shall be provided to the board by the person or group making the proposal or request.
- ~~d. For design review applications that are not otherwise heard by the planning and zoning board, appeal of any design review board decision may be taken by an interested party to the town commission within 30 days of the hearing at which the design review board makes its final decision, by the filing of a notice of the appeal with the town commission. The appeal shall be heard as a quasi-judicial matter.~~

(3) Design review application fees are set forth in the town designated fee schedule.

(4) Design review applications which are made in conjunction with other development approval applications may be reviewed and considered concurrently with related development approval applications.

~~(4) All meetings of the design review board shall be publicly noticed.~~

Sec. 90-19. - Single-family and two-family development review process.

* * *

90-19.5 Design guidelines. The town has adopted design guidelines intended to provide direction and suggestions for all development. The purpose of the planning and zoning board when conducting design review ~~design review board~~ is to interpret those guidelines and provide guidance to the applicants as to how the design should be revised to more closely approximate or reflect the town's adopted guidelines. The applicant shall then incorporate those suggestions prior to proceeding to building permit.

90-19.6 Single-family and two-family development shall be reviewed by the planning and zoning board ~~design review board~~. The following types of applications shall require noticing as described below:

- (1) Construction of new single-family homes.
- (2) Partial demolition and rebuilding of at least 50 percent of the square footage of a single-family home where the exterior facade of the structure is affected.
- (3) An addition of at least 50 percent of the square footage of the existing single-family home.

The applicant shall notify the public of the planning and zoning board ~~design review board~~ hearing date and location, on the proposed application as follows:

- a. The applicant shall post a notice on the property one week prior to the planning and zoning board ~~design review board~~ meeting and remove the notice three days after the conclusion of the planning and zoning board ~~design review board~~ meeting. A notice, 18 inches by 24 inches, shall be placed in a prominent place on the property by the applicant, denoting the following:

REQUEST FOR: _____

PLANNING AND ZONING BOARD ~~DESIGN REVIEW BOARD~~ MEETING:

DATE AND TIME

TOWN HALL
9293 Harding Avenue
Surfside, FL 33154

COMPLETE INFORMATION REGARDING THE APPLICATION IS AVAILABLE BY CONTACTING THE TOWN HALL.

- b. The applicant shall mail written courtesy notices via certified mail, to the abutting single-family property owners and single-family property owners parallel to the

subject property line across any right-of-way, of the planning and zoning board ~~design review board~~ meeting date and location ten days prior to the meeting.

- c. The applicant shall provide the town the corresponding certified mail receipts, indicating the notices have been mailed and provide evidence that the sign has been posted three days prior to the planning and zoning board ~~design review board~~ meeting.

90-19.7 The following shall be exempt from planning and zoning board and ~~design-review board~~ review; however, the design guidelines shall be followed:

- (1) Interior or rear yard fences.
- (2) Interior renovations.
- (3) Single-family and two-family Awnings.
- (4) Screens.
- (5) Driveways.
- (6) Re-roofs
- (7) Trellis.
- (8) Rooftop photovoltaic solar systems.
- (9) Sheds.

90-19.8 The following are required for submittal to the planning and zoning board for design review applications ~~design review board~~:

* * *

90-19.9 *Effective period of* planning and zoning board design review~~design review board~~ approval. An design review approval from the planning and zoning board ~~design review board~~ shall be effective until the development is completed except that if, after 24 months from the date of the approval by the planning and zoning board ~~design review board~~ a building permit for a principal building has not been issued and remains in effect, the approval shall be null and void.

- (1) Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the town commission, at its sole discretion, provided the applicant submits a request in writing to the town manager or designee in advance of the expiration of the original approval, setting forth good cause for such an extension. For the purpose of this Section, a building permit for a principal building shall cease to be in effect once required inspections have lapsed or once a certificate of completion or certificate of occupancy is issued.
- (2) All approvals which have been granted prior to the effective date of this chapter, shall be null and void and of no further force or effect if not utilized within two years after the effective date of this chapter, unless vested rights are demonstrated pursuant to subsection 90-5(11) of the zoning code. The foregoing provision of this paragraph shall not apply if the governmental resolution granting the approval expressly established a specific time limitation for utilizing the approval. In such instances, the time limitation established by such resolution shall prevail.

Sec. 90-20. - Development review requirements for submittals other than single-family and two-family.

- (1) Generally. Review and approval of a site plan by staff reviewing agencies, ~~the design review board,~~ and ~~the development impact committee,~~ the planning and zoning board, and the town commission is required prior to any development of land in the town.
- (2) Process. Submit plans (sets to be determined by town staff as appropriately needed), which are distributed to the staff members of the development review group (DRG).
 - (a) The DRG member shall review the site plan and prepare comments. The comments shall be forwarded to the town manager or designee. The comments shall be addressed by the applicant, if applicable. The town manager or designee shall hold a development review group meeting with appropriate town staff and the applicant to discuss the comments. In reviewing an application each reviewer shall consider, and comment as appropriate, on applicable issues relevant to their particular area of expertise, the extent to which:
 - i. The development, as proposed, conforms to the comprehensive plan and the zoning code;
 - ii. The development, as proposed, will have a favorable or unfavorable impact on the environment and natural resources, including a consideration of the means and estimated cost necessary to minimize the adverse impacts, if any;
 - iii. The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside;
 - iv. The development, as proposed, will efficiently use or unduly burden water, sewer, solid waste disposal, education, recreation or other necessary public facilities which have been constructed or planned and budgeted for construction in the area;
 - v. The development, as proposed, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, public streets, and roads, which have been planned and budgeted for construction in the area, and if the development is or will be accessible by private or public roads or streets.
 - vi. The development, as proposed, is consistent with the community character of the immediate neighborhood. In addition to consistency there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation.
 - vii. In the event of redevelopment, the applicant shall also submit a detailed plan for demolition.
 - (b) After the revisions and upon review of the final site plan by the DRG members, the site plan will be scheduled for the next available ~~town design review board and planning and zoning board meetings.~~ If possible, the planning and zoning board meeting and the

~~design review board meeting should be held on the same date. The materials required under subsection 90-19.8 should not be duplicated for both the planning and zoning board meeting and design review board meeting. They shall be considered one submittal package. The Town Manager or designee shall prepare a report to the planning and zoning board and town commission, addressing the applicable criteria.~~

- (3) Submittal requirements for DRG, ~~and~~ planning and zoning board ~~and design review board~~ are provided below.

* * *

~~(4) Developmental impact committee.~~

- ~~(a) There is hereby established a developmental impact committee composed of seven members representing the following town departments and disciplines:~~

- ~~i. Town manager~~
- ~~ii. Town attorney~~
- ~~iii. Public works/landscape~~
- ~~iv. Planning and zoning~~
- ~~v. Park and recreation department~~
- ~~vi. Engineering and traffic engineering~~
- ~~vii. Building~~

- ~~(b) The developmental impact committee shall review all developments (except single family and two family homes) and recommend where applicable, whether, and the extent to which:~~

- ~~i. The development, as proposed, conforms to the comprehensive plan and the zoning code;~~
- ~~ii. The development, as proposed, will have a favorable or unfavorable impact on the environment and natural resources, including a consideration of the means and estimated cost necessary to minimize the adverse impacts, if any;~~
- ~~iii. The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside;~~
- ~~iv. The development, as proposed, will efficiently use or unduly burden water, sewer, solid waste disposal, education, recreation or other necessary public facilities which have been constructed or planned and budgeted for construction in the area;~~
- ~~v. The development, as proposed, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, public streets, and roads, which have been planned and budgeted for construction in the area, and if the development is or will be accessible by private or public roads or streets.~~
- ~~vi. The development, as proposed, is consistent with the community character of the immediate neighborhood. In addition to consistency there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color,~~

rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation.

vii. In the event of redevelopment, applicant shall also submit a detailed plan for demolition.

(e) The committee shall meet prior to the planning and zoning board's hearing on the application. The committee shall be chaired by the town manager. The town manager or designee shall prepare a summary report of the development application to be distributed to and reviewed by the development impact committee prior to the committee meeting.

(d) The town manager or designee shall prepare a summary report of the results of the development impact committee to be transmitted to the planning and zoning board and town commission upon their review of the development application.

(e) The committee shall review and make recommendations pursuant to the criteria stated in (2) to the planning and zoning board and town commission whether, and to the extent to which, the development will efficiently use or unduly burden water, sewer, solid waste disposal, education, recreation or other necessary public facilities or public transportation facilities, including roads and streets, which have been constructed or planned and budgeted for construction in the area, and whether the proposed development will have a favorable or unfavorable impact on the economy of the Town of Surfside.

(f) No public hearing shall be held by any board on any application subject to review by the developmental impact committee until the committee has made its recommendations with regard thereto.

(g) Development impact committee meetings shall be noticed on the town website and shall be open to the public who may comment during a specific time scheduled on the agenda.

* * *

90-20.2 *Exempt development.* Notwithstanding any other provision of this chapter, the following activities shall not require site plan approval, however, may require design review board approval by the planning and zoning board:

- (1) The deposit and contouring of fill on land.
- (2) Construction of a single-family home on an existing single-family lot.
- (3) Construction of a single duplex on an existing single lot.

90-20.3 *Effective period of final site plan approval.* An approved final site plan shall be effective until the development is completed except that if, after 24 months from the date the final site plan is approved by the planning and zoning board a building permit for a principal building has not been issued and remains in effect, the site plan shall be null and void.

- (1) Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the town commission, at its sole discretion, provided the applicant submits a request in writing to the town manager or designee in advance of the expiration of the original approval, setting forth good cause for such an extension. For the purpose of this

section, a building permit for a principal building shall cease to be in effect once required inspections have lapsed or once a certificate of completion or certificate of occupancy is issued. In those cases where a development includes more than one principal building and it is contemplated that the development shown on a site plan will not be completed with a building permit for a principal building continuously in effect, approval by the planning and zoning board of a phasing schedule must be obtained as part of the overall site plan approval. Amendments to the original site plan shall not extend this time frame unless an extension is expressly granted by the planning and zoning board as a part of the approval of the amendment.

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

* * *

Sec. 90-23. - Conditional uses.

90-23.1 Purpose. Conditional Uses are generally compatible with the other land uses permitted in a zoning district but, because of their unique characteristics or potential impacts on the surrounding neighborhood and the town as a whole, require individual review as to their location, design, configuration, and/or operation for the particular use at the particular location proposed, as well as the imposition of individualized conditions in order to ensure that the use is compatible with the surrounding neighborhoods and appropriate at a particular location.

90-23.2 Standards of review. In addition to the standards set forth in this zoning code for the particular use, all proposed conditional uses shall meet each of the following standards:

- (1) The proposed use shall be consistent with the Comprehensive Plan and the Zoning Code;
- (2) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;
- (3) The proposed use shall be compatible with the community character of the immediate neighborhood. In addition to compatibility there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation.
- (4) Adequate provisions shall be included for parking and safe traffic movement, both vehicular and pedestrian, both internal to the use and in the area which will serve the use;
- (5) Adequate measures exist including landscaping or other buffering measures or shall be taken to mitigate any adverse effects of noise, light or other potential nuisances; and

- (6) The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district; and
- (7) Any other condition imposed by the planning and zoning design review board and/or the development impact committee.

* * *

DIVISION 2. - NONCONFORMING USES, LOTS AND STRUCTURES

* * *

Sec. 90-33. - Alterations or enlargement of nonconforming structures.

Except as provided in this section a nonconforming structure shall not be enlarged in any manner or undergo any structural alteration unless to make it a conforming structure. Such alteration or enlargement may be permitted provide that:

- (1) Enlargement or alteration itself conforms to the requirement of these regulations;
- (2) Building non-conformity only as to height area or floor area requirements may be altered or extended; enlarged so long as it does not increase the degree of non-conformity for the applicable district.
- (3) Alterations or additions to architecturally significant buildings on H120 zoned lots that are nonconforming as to setbacks may follow existing building lines as long as the alteration or addition maintains the architectural integrity of the existing building. The lesser of the current code-required setback or the existing building line shall be deemed to be the required setback line.

Any redevelopment project undertaken under this subsection must comply with the Town's minimum finished floor elevation requirements for all portions of the building and further must be designed and developed in accordance with Leadership in Energy & Environmental Design (LEED) or Florida Green Building Coalition (FGBC) building design and construction standards.

Redevelopment projects seeking to utilize the setback exception of this subsection shall be limited to a total height of no more than twice the number of existing floors in a building, up to a maximum of 120 feet.

Existing Building Floors	Maximum Number of Floors of Redevelopment/Expansion using Exception
1	2
2	4
3	6

4	8
5	10
6 and above	12

(a) Determinations of Architectural Significance. Determinations of architectural significance will be made as follows:

- (1) All requests for a determination of architectural significance must be made by a property owner in writing on the forms promulgated by the town. As part of the determination application, a property owner will submit an analysis of the architectural qualities of the existing structure prepared by a licensed architect, at the property owner's expense, demonstrating why the building is consistent with the Code's definition of an architecturally significant building. This analysis shall be accompanied with other materials deemed necessary by the town manager or designee to accommodate the review, including, but not limited to, all available data and documentation regarding the building, site, features, or other considerations by the town manager or designee.
- (2) The town manager or designee will review the analysis prepared by the property owner and issue a recommendation as to whether the building meets the town's standards of architectural significance. The property owner shall be responsible for the town's costs associated with this review, including the fees charged by any necessary consultants, such amounts shall be determined by the town manager or designee and held in escrow by the town.
- (3) Determinations of architectural significance will be made by the planning and zoning design review board, after public hearing, based on the following requirements.

* * *

(b) Alterations to Architecturally Significant Buildings. Any alteration proposed for a building on H120 zoned lots determined by the planning and zoning design review board to be architecturally significant will be reviewed by the Town Manager or his designee and the planning and zoning design review board to determine whether:

- i. The proposed alteration or addition does not require demolition or alteration in a manner that would render the building no longer architecturally significant; and
- ii. The proposed alteration or addition is designed in a manner that is compatible with the existing building.

(c) Site Plan Review for Architecturally Significant Buildings. Any addition requiring a site plan that is proposed for a building determined by the planning and zoning

design review board to be architecturally significant will be reviewed by the town manager or designee, ~~the design review board~~, the planning and zoning board, and the town commission to determine whether:

- i. The proposed alteration or addition does not require demolition or alteration in a manner that would render the building no longer architecturally significant; and
- ii. The proposed alteration or addition is designed in a manner that is compatible with the existing building.

Sec. 90-34. - Nonconforming uses not validated.

A nonconforming use in violation of a provision of these regulations, or any provision which these regulations amend or replace shall not be validated by the adoption of these regulations.

* * *

Sec. 90-49.2. - Awnings and canopies.

The following Design Criteria are applicable to all multi-dwelling and non-residential properties. All new and replacement awnings and canopies shall meet these requirements.

a. *Location/placement.*

* * *

b. *Appearance.*

1. Awnings shall be fabric or metal. Plastic and vinyl awnings are prohibited, except for First Grade vinyl awnings, subject to design review approval by the planning and zoning design review board.
2. Awnings shall be solid colors rather than patterned.
3. If an awning valance is proposed, it shall be straight rather than curved, except for special architectural elements to be compatible with historic building styles.
4. Awning colors shall enhance and complement the building and adjacent awnings, rather than overwhelm the building scheme. Colors shall not call more attention to the awning than the building.
5. Lighting associated with awnings and canopies shall be prohibited, except lighting approved by the planning and zoning design review board which is attached underneath the awning and intended to provide pedestrian lighting.
6. Signage, graphics and lettering shall be prohibited on canopies and awnings.

* * *

Sec. 90-50. - Architecture and roof decks.

90-50.1 Architecture.

- (1) Elevation and facade articulation variations.

- a. The architectural design of proposed main buildings shall create a unique elevation compared to the main buildings of the adjacent two buildings on each side of the subject property on the same side of street. If the adjacent lot is vacant then the next adjacent lot shall be utilized. A unique elevation shall be created through the modulation of at least three of the following architectural features:
 1. Length, width and massing of the structure;
 2. Number of stories;
 3. Facade materials;
 4. Porches and other similar articulation of the front facade;
 5. Number and location of doors and windows; and
 6. Roof style and pitch.
- (2) In the H30C, H40 and H120 districts: when more than one building is provided, buildings shall be designed in such a way that they are not monotonous.
- (3) All elevations for new structures and multi-story additions (additions greater than 15 feet in height) shall provide for a minimum of ten-percent wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades per story.
- (4) All elevations for single story additions to existing structures shall result in a zero percent net loss of wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades.
- (5) Roof materials are limited as follows:
 - a. Clay tile; or
 - b. White concrete tile; or
 - c. Solid color cement tile which color is impregnated with the same color intensity throughout, provided said color is granted design review approval by the planning and zoning design review board;
 - d. Architecturally embellished metal; or
 - e. Other Florida Building Code approved roof material(s) if granted design review approval by the planning and zoning design review board.
- (6) Garage facades. Attached garages located at the front of a single family home shall not exceed 50 percent of the overall length of the facade.
- (7) Converting single-family attached garages. When an attached garage is converted for any other use, the garage door or doors may be replaced by a solid exterior wall and access to the former garage area must be provided from the main premises, in addition to any other permitted access. At least one window shall be provided. If the garage entrance is located at the front or primary corner of the property, landscaping shall be provided along the base of the new exterior wall. When the installation of landscaping results in insufficient off-street parking, a landscaped planter shall be permitted in lieu of the required landscaping. It is intended hereby to prohibit and prevent any violation

of the single-family classification and to minimize the burden upon the administrative forces of the town in policing and enforcing the provisions hereof. Changes to the appearance of the residence shall not constitute a change prohibited by the "home office" provision of this Code. If the exterior door of the garage conversion is no longer level with grade, stairs may be installed and the exterior door must be accordingly corrected to comply with the Florida Building Code. The stairs shall be permitted to encroach no more than 24 inches into the side or rear setbacks.

- (8) Notwithstanding the foregoing, some of the architecture provisions in this section, while specific to zoning districts H30A and H30B, may also be applicable to single family homes in other zoning districts.
- (9) Paint colors. Structures in the H30A and H30B zoning districts shall be permitted to be painted the four lightest colors for the structure's primary color on the color swatch on file in the building department. All other colors may be accent colors. A paint swatch shall be submitted to the building department for approval by the town manager or designee. The planning and zoning design review board shall make a design determination in cases of uncertainty.

* * *

Sec. 90-54. - Accessory buildings and structures in the H30A and H30B districts.

* * *

90-54.8 All accessory buildings and structures, swimming pools, and accompanying fences and landscaping, located in the front yard setback shall be subject to review by the planning and zoning design review board.

* * *

Sec. 90-56. - Fences, walls and hedges.

* * *

90-56.2 A fence or ornamental wall may be placed within the front yard or primary corner yard if granted design review approval by the planning and zoning design review board.

* * *

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. Hedges may be higher if granted design review approval by the planning and zoning 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 14th day of August, 2018.


PASSED and **ADOPTED** on second reading this 12th day of September, 2018.

On Final Reading Moved by: Vice Mayor Gielchinsky

On Final Reading Second by: Commissioner Cohen

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>NO</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>



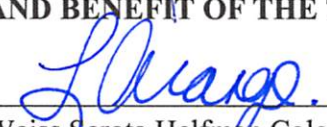
Daniel Dietch, Mayor

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. 5U

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: April 16, 2020
Subject: Weiss Serota Contract Follow up

At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide a report on the expenditures related to the Weiss Serota Town Attorney contract for the period of January 2019 through December 2019.

Please find attached requested report. Th report was provided to Commission on April 7, 2020.

Reviewed by: LA

Prepared by: JDG



Town of Surfside, Florida

My Vendor History Report

By Vendor Name
 Posting Date Range 01/01/2019 - 12/31/2019
 Payment Date Range -

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Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number	Account Name		Dist	Amount				
1067 - WEISS SEROTA HELFMAN COLE													
12345	SEP-19 PARTICIPATION OF COAL OF CITIES F19/30/2019	0.00	0.00	1,923.08	Y	112423	1/22/2020	1,923.08	0.00	0.00	0.00	485,923.86	485,923.86
	SEP-19 PARTICIPATION O	0.00	0.00	1,923.08	001-1500-514-31-10	PROFESSIONAL SERVICES		1,923.08	0.00	0.00	0.00	1,923.08	1,923.08
212256	LEGAL FEES DECEMBER 2018 12/1/2018-12/31/28/2019	0.00	0.00	2,596.52	Y	109435	2/22/2019	2,596.52	0.00	0.00	0.00	2,596.52	2,596.52
	LEGAL FEES DECEMBER 21	0.00	0.00	2,596.52	001-1500-514-31-10	PROFESSIONAL SERVICES		2,596.52	0.00	0.00	0.00	2,596.52	2,596.52
212257	LEGAL FEES 12/1/18-12/31/2018	0.00	0.00	29,653.84	Y	109435	2/22/2019	29,653.84	0.00	0.00	0.00	29,653.84	29,653.84
	LEGAL FEES 12/1/18-12/31/2018	0.00	0.00	29,653.84	001-1500-514-31-10	PROFESSIONAL SERVICES		29,653.84	0.00	0.00	0.00	29,653.84	29,653.84
212258	LEGAL DECEMBER 12/1/18-12/31/2018	0.00	0.00	125.00	Y	109435	2/22/2019	125.00	0.00	0.00	0.00	125.00	125.00
	LEGAL DECEMBER 12/1/1	0.00	0.00	125.00	001-220-90-10	COST RECOVERY		125.00	0.00	0.00	0.00	125.00	125.00
212259	LEGAL FEES DECEMBER 12/1/2018-12/31/201/28/2019	0.00	0.00	125.00	Y	109435	2/22/2019	125.00	0.00	0.00	0.00	125.00	125.00
	LEGAL FEES DECEMBER 1	0.00	0.00	125.00	001-220-90-10	COST RECOVERY		125.00	0.00	0.00	0.00	125.00	125.00
212260	LEGAL FEES DECEMBER 2018 12/1/2018-12/31/28/2019	0.00	0.00	6,267.29	Y	109435	2/22/2019	6,267.29	0.00	0.00	0.00	6,267.29	6,267.29
	LEGAL FEES DECEMBER 21	0.00	0.00	6,267.29	001-1500-514-31-10	PROFESSIONAL SERVICES		6,267.29	0.00	0.00	0.00	6,267.29	6,267.29
212261	LEGAL FEES DECEMBER 12/1/2018-12/31/201/28/2019	0.00	0.00	482.50	Y	109435	2/22/2019	482.50	0.00	0.00	0.00	482.50	482.50
	LEGAL FEES DECEMBER 1	0.00	0.00	482.50	001-1500-514-31-10	PROFESSIONAL SERVICES		482.50	0.00	0.00	0.00	482.50	482.50
213421	LEGAL FEES FOR JANUARY 2019	0.00	0.00	858.00	Y	109833	4/8/2019	858.00	0.00	0.00	0.00	858.00	858.00
	LEGAL FEES FOR JANUARY	0.00	0.00	858.00	001-1500-514-31-10	PROFESSIONAL SERVICES		858.00	0.00	0.00	0.00	858.00	858.00
213422	LEGAL FEES FOR JANUARY 2019	0.00	0.00	1,225.00	Y	109833	4/8/2019	1,225.00	0.00	0.00	0.00	1,225.00	1,225.00
	LEGAL FEES FOR JANUARY	0.00	0.00	1,225.00	001-1500-514-31-10	PROFESSIONAL SERVICES		1,225.00	0.00	0.00	0.00	1,225.00	1,225.00
213423	LEGAL FEES JANUARY 2019	0.00	0.00	29,660.22	Y	109833	4/8/2019	29,660.22	0.00	0.00	0.00	29,660.22	29,660.22
	LEGAL FEES JANUARY 201	0.00	0.00	29,660.22	001-1500-514-31-10	PROFESSIONAL SERVICES		29,660.22	0.00	0.00	0.00	29,660.22	29,660.22
213424	LEGAL FEES FOR JANUARY 2019	0.00	0.00	125.00	Y	109833	4/8/2019	125.00	0.00	0.00	0.00	125.00	125.00
	LEGAL FEES FOR JANUARY	0.00	0.00	125.00	001-220-90-10	COST RECOVERY		125.00	0.00	0.00	0.00	125.00	125.00
213425	LEGAL FEES FOR JANUARY 2019	0.00	0.00	1,533.00	Y	109833	4/8/2019	1,533.00	0.00	0.00	0.00	1,533.00	1,533.00
	LEGAL FEES FOR JANUARY	0.00	0.00	1,533.00	001-1500-514-31-10	PROFESSIONAL SERVICES		1,533.00	0.00	0.00	0.00	1,533.00	1,533.00
213426	LEGAL FEES FOR JANUARY 2019	0.00	0.00	250.00	Y	109833	4/8/2019	250.00	0.00	0.00	0.00	250.00	250.00
	LEGAL FEES FOR JANUARY	0.00	0.00	250.00	001-220-90-10	COST RECOVERY		250.00	0.00	0.00	0.00	250.00	250.00
213427	LEGAL FEES FOR JANUARY 2019	0.00	0.00	1,625.00	Y	109833	4/8/2019	1,625.00	0.00	0.00	0.00	1,625.00	1,625.00
	LEGAL FEES FOR JANUARY	0.00	0.00	1,625.00	001-1500-514-31-10	PROFESSIONAL SERVICES		1,625.00	0.00	0.00	0.00	1,625.00	1,625.00
213905	LEGAL FEES FEBRUARY 2019	0.00	0.00	2,273.50	Y	109833	4/8/2019	2,273.50	0.00	0.00	0.00	2,273.50	2,273.50
	LEGAL FEES FEBRUARY 2C	0.00	0.00	2,273.50	001-1500-514-31-10	PROFESSIONAL SERVICES		2,273.50	0.00	0.00	0.00	2,273.50	2,273.50

My Vendor History Report

Posting Date Range 01/01/2019 - 12/31/2019

Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
2113906	LEGAL FEES FEBRUARY 2019	0.00	0.00	50.00	3/18/2019	Y 109833		PROFESSIONAL SERVICES	4/8/2019	50.00	0.00	0.00	0.00	50.00	50.00
2113908	LEGAL FEES FOR FEBRUARY 2019	0.00	0.00	29,655.06	3/18/2019	Y 109833		PROFESSIONAL SERVICES	4/8/2019	29,655.06	29,655.06	0.00	0.00	29,655.06	29,655.06
2113909	LEGAL FEES FEBRUARY 2019	0.00	0.00	6,200.00	3/18/2019	Y 109833		COST RECOVERY	4/8/2019	6,200.00	6,200.00	0.00	0.00	6,200.00	6,200.00
213910	LEGAL FEES FEBRUARY 2019	0.00	0.00	383.00	3/18/2019	Y 109833		PROFESSIONAL SERVICES	4/8/2019	383.00	383.00	0.00	0.00	383.00	383.00
213911	LEGAL FEES FEBRUARY 2019	0.00	0.00	4,175.00	3/18/2019	Y 109833		PROFESSIONAL SERVICES	4/8/2019	4,175.00	4,175.00	0.00	0.00	4,175.00	4,175.00
215204	LEGAL FEES FOR FEB. 2019 /PERIOD 3/01/19-4/16/2019	0.00	0.00	913.70	3/1/19-3/4/16/2019	Y 110114		PROFESSIONAL SERVICES	5/6/2019	913.70	913.70	0.00	0.00	913.70	913.70
215205	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	2,395.65	3/1/19-3/4/16/2019	Y 110114		PROFESSIONAL SERVICES	5/6/2019	2,395.65	2,395.65	0.00	0.00	2,395.65	2,395.65
215206	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	29,656.30	3/1/19-3/4/16/2019	Y 110114		PROFESSIONAL SERVICES	5/6/2019	29,656.30	29,656.30	0.00	0.00	29,656.30	29,656.30
215207	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	475.00	3/1/19-3/4/16/2019	Y 110114		COST RECOVERY	5/6/2019	475.00	475.00	0.00	0.00	475.00	475.00
215208	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	1,300.00	3/1/19-3/4/16/2019	Y 110114		COST RECOVERY	5/6/2019	1,300.00	1,300.00	0.00	0.00	1,300.00	1,300.00
215209	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	3,909.00	3/1/19-3/4/16/2019	Y 110114		PROFESSIONAL SERVICES	5/6/2019	3,909.00	3,909.00	0.00	0.00	3,909.00	3,909.00
215210	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	297.00	3/1/19-3/4/16/2019	Y 110114		PROFESSIONAL SERVICES	5/6/2019	297.00	297.00	0.00	0.00	297.00	297.00
215211	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	375.00	3/1/19-3/4/16/2019	Y 110114		PROFESSIONAL SERVICES	5/6/2019	375.00	375.00	0.00	0.00	375.00	375.00
216027	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	3,736.50	5/14/2019	Y 110380		PROFESSIONAL SERVICES	6/4/2019	3,736.50	3,736.50	0.00	0.00	3,736.50	3,736.50
216028	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	1,311.50	5/14/2019	Y 110380		PROFESSIONAL SERVICES	6/4/2019	1,311.50	1,311.50	0.00	0.00	1,311.50	1,311.50
216029	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	29,615.66	5/14/2019	Y 110380		PROFESSIONAL SERVICES	6/4/2019	29,615.66	29,615.66	0.00	0.00	29,615.66	29,615.66
216030	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	1,075.00	5/14/2019	Y 110380		COST RECOVERY	6/4/2019	1,075.00	1,075.00	0.00	0.00	1,075.00	1,075.00
216031	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	1,200.00	5/14/2019	Y 110380		COST RECOVERY	6/4/2019	1,200.00	1,200.00	0.00	0.00	1,200.00	1,200.00
216032	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	925.00	5/14/2019	Y 110380		COST RECOVERY	6/4/2019	925.00	925.00	0.00	0.00	925.00	925.00

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Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
217140	LEGAL FEES APRIL 1-30, 2	0.00	0.00	925.00	5/14/2019	001-1500-514-31-10	110380	PROFESSIONAL SERVICES	6/4/2019	7,014.47	925.00	0.00	0.00	7,014.47	7,014.47
217141	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	4,207.72	5,948.00	0.00	0.00	4,207.72	4,207.72
217142	LEGAL FEES APRIL 1-30, 2	0.00	0.00	1,066.47	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	2,250.00	1,066.47	0.00	0.00	2,250.00	2,250.00
217143	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	12.00	5,948.00	0.00	0.00	12.00	12.00
217144	LEGAL FEES APRIL 1-30, 2	0.00	0.00	1,066.47	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	29,612.50	1,066.47	0.00	0.00	29,612.50	29,612.50
217145	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	1,675.00	5,948.00	0.00	0.00	1,675.00	1,675.00
217146	LEGAL FEES APRIL 1-30, 2	0.00	0.00	1,066.47	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	1,145.50	1,066.47	0.00	0.00	1,145.50	1,145.50
217147	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	575.00	5,948.00	0.00	0.00	575.00	575.00
217148	LEGAL FEES APRIL 1-30, 2	0.00	0.00	1,066.47	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	221.30	1,066.47	0.00	0.00	221.30	221.30
217149	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	272.00	5,948.00	0.00	0.00	272.00	272.00
217150	LEGAL FEES APRIL 1-30, 2	0.00	0.00	1,066.47	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	1,000.00	1,066.47	0.00	0.00	1,000.00	1,000.00
217151	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	29,612.50	5,948.00	0.00	0.00	29,612.50	29,612.50
217152	LEGAL FEES APRIL 1-30, 2	0.00	0.00	1,066.47	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	375.00	1,066.47	0.00	0.00	375.00	375.00
217153	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	750.50	5,948.00	0.00	0.00	750.50	750.50
217154	LEGAL FEES APRIL 1-30, 2	0.00	0.00	1,066.47	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	575.00	1,066.47	0.00	0.00	575.00	575.00
217155	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00	6/19/2019	001-1500-514-31-10	110844	PROFESSIONAL SERVICES	7/26/2019	840.00	5,948.00	0.00	0.00	840.00	840.00

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219594	LEGAL FEES FOR JUNE 2019	0.00	0.00	840.00	8/29/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/19/2019	1,057.90	840.00	0.00	0.00	1,057.90	1,057.90
219595	GENERAL LABOR 07/2019	0.00	0.00	1,057.90	8/29/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/19/2019	1,057.90	1,057.90	0.00	0.00	1,057.90	1,057.90
219596	POLICE MATTERS 07/2019	0.00	0.00	129.00	8/29/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/19/2019	129.00	129.00	0.00	0.00	129.00	129.00
219597	MONTHLY RETAINER 7/2019	0.00	0.00	29,634.00	8/29/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/19/2019	29,634.00	29,634.00	0.00	0.00	29,634.00	29,634.00
219598	LAND USE RECOVER - EDEN	0.00	0.00	450.00	8/29/2019	001-220-90-10	COST RECOVERY	9/19/2019	450.00	450.00	0.00	0.00	450.00	450.00
219599	LEGAL FEE FOR JULY 2019 PERIOD 7/1/2019-8/29/2019	0.00	0.00	4,266.50	8/29/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/19/2019	4,266.50	4,266.50	0.00	0.00	4,266.50	4,266.50
219600	SUSTAINABILITY & RESILIENCY COMMITTEE 7/2019	0.00	0.00	537.50	8/29/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/19/2019	537.50	537.50	0.00	0.00	537.50	537.50
219601	SURF CLUB 7/2019	0.00	0.00	200.00	8/29/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/19/2019	200.00	200.00	0.00	0.00	200.00	200.00
219879	POLICE MATTERS 7/2019	0.00	0.00	3,436.00	9/12/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/19/2019	3,436.00	3,436.00	0.00	0.00	3,436.00	3,436.00
220398	PROFESSIONAL SERVICES RENDERED AUG-19 9/17/2019	0.00	0.00	2,986.20	9/17/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/30/2019	2,986.20	2,986.20	0.00	0.00	2,986.20	2,986.20
220399	POLICE MATTERS AUG-19	0.00	0.00	228.60	9/17/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/30/2019	228.60	228.60	0.00	0.00	228.60	228.60
220400	PROFESSIONAL SERVICES FOR CODE ENFORC/9/17/2019	0.00	0.00	1,182.50	9/17/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/30/2019	1,182.50	1,182.50	0.00	0.00	1,182.50	1,182.50
220401	MONTHLY RETAINER FOR LEGAL SERVICES AL 9/17/2019	0.00	0.00	29,770.12	9/17/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/30/2019	29,770.12	29,770.12	0.00	0.00	29,770.12	29,770.12
220402	LAND USE COST REC. YOUNG ISRAEL-ADA RAM 9/30/2019	0.00	0.00	3,700.00	9/30/2019	001-220-90-10	COST RECOVERY	9/30/2019	3,700.00	3,700.00	0.00	0.00	3,700.00	3,700.00
220403	LAND USE COST RECOVER. KRIEG, DAVID & BELLA 9/17/2019	0.00	0.00	930.00	9/17/2019	001-220-90-10	COST RECOVERY	9/30/2019	930.00	930.00	0.00	0.00	930.00	930.00
220404	LAND USE COST RECOVER. EDEN SURFSIDE AUG 9/17/2019	0.00	0.00	250.00	9/17/2019	001-220-90-10	COST RECOVERY	9/30/2019	250.00	250.00	0.00	0.00	250.00	250.00
220405	SPECIAL PROJECTS	0.00	0.00	450.00	9/17/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/30/2019	450.00	450.00	0.00	0.00	450.00	450.00
220406	LITIGATION	0.00	0.00	3,276.00	9/17/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/30/2019	3,276.00	3,276.00	0.00	0.00	3,276.00	3,276.00
220407	SOLIMAR COND-CHALLENGE UTI. FEES LITIG 9/17/2019	0.00	0.00	5,640.00	9/17/2019	001-1500-514-31-10	PROFESSIONAL SERVICES	9/30/2019	5,640.00	5,640.00	0.00	0.00	5,640.00	5,640.00

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Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
2220408	PREPARATION OF RESPONSE TO AUDIT LETTE	0.00	0.00	250.00	9/30/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	250.00	0.00	0.00	0.00	250.00	250.00
2221976	SEPT-19 PROFESSIONAL SERVICES	0.00	0.00	2,043.50	9/30/2019	001-1500-514-31-10	Y 112048	PROFESSIONAL SERVICES	12/9/2019	2,043.50	0.00	0.00	0.00	2,043.50	2,043.50
2221977	SEP-19 POLICE MATTERS	0.00	0.00	4,601.25	9/30/2019	001-1500-514-31-10	Y 112048	PROFESSIONAL SERVICES	12/9/2019	4,601.25	0.00	0.00	0.00	4,601.25	4,601.25
2221978	SEPT-19 MONTHLY RETAINER	0.00	0.00	29,676.58	9/30/2019	001-1500-514-31-10	Y 112048	PROFESSIONAL SERVICES	12/9/2019	29,676.58	0.00	0.00	0.00	29,676.58	29,676.58
2221979	SEPT-19 COST RECOVERY 8995 COLLINS AVE.	0.00	0.00	430.00	9/30/2019	001-1500-514-31-10	Y 112048	COST RECOVERY	12/9/2019	430.00	0.00	0.00	0.00	430.00	430.00
2221980	SEPT-19 COST RECOVERY 9300-9380 COLLINS	0.00	0.00	1,000.00	9/30/2019	001-220-90-10	Y 112048	COST RECOVERY	12/9/2019	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
2221981	SEPT-19 LITIGATION	0.00	0.00	939.50	9/30/2019	001-1500-514-31-10	Y 112048	PROFESSIONAL SERVICES	12/9/2019	939.50	0.00	0.00	0.00	939.50	939.50
2221982	SEPT-19 SOLIMAR CONDO STORMWATER FEE	0.00	0.00	150.00	9/30/2019	001-1500-514-31-10	Y 112048	PROFESSIONAL SERVICES	12/9/2019	150.00	0.00	0.00	0.00	150.00	150.00
222955	OCT-19 PROFESSIONAL SERVICES	0.00	0.00	3,086.50	12/5/2019	001-1500-514-31-10	Y 112127	PROFESSIONAL SERVICES	12/18/2019	3,086.50	0.00	0.00	0.00	3,086.50	3,086.50
222956	OCT-19 POLICE MATTERS	0.00	0.00	135.95	12/5/2019	001-1500-514-31-10	Y 112127	PROFESSIONAL SERVICES	12/18/2019	135.95	0.00	0.00	0.00	135.95	135.95
222957	OCT-19 MONTHLY RETAINER	0.00	0.00	29,702.95	12/5/2019	001-1500-514-31-10	Y 112127	PROFESSIONAL SERVICES	12/18/2019	29,702.95	0.00	0.00	0.00	29,702.95	29,702.95
222958	OCT-19 LAND USE COST RECOV. YOUNG ISR	0.00	0.00	1,525.00	12/5/2019	001-220-90-10	Y 112127	COST RECOVERY	12/18/2019	1,525.00	0.00	0.00	0.00	1,525.00	1,525.00
222959	OCT-19 LAND USE RECOVERY KRIGER, VARIA	0.00	0.00	850.00	12/5/2019	001-220-90-10	Y 112127	COST RECOVERY	12/18/2019	850.00	0.00	0.00	0.00	850.00	850.00
222960	OCT-19 LAND USE COST RECOV. SAMUEL FR	0.00	0.00	675.00	12/5/2019	001-220-90-10	Y 112127	COST RECOVERY	12/18/2019	675.00	0.00	0.00	0.00	675.00	675.00
222961	OCT-19 LAND USE COST RECOV. 8995 COLLIN	0.00	0.00	450.00	12/13/2019	001-220-90-10	Y 112127	COST RECOVERY	12/18/2019	450.00	0.00	0.00	0.00	450.00	450.00
222962	OCT-19 PROFESSIONAL SERVICES LITIGATION	0.00	0.00	2,529.50	12/5/2019	001-1500-514-31-10	Y 112127	PROFESSIONAL SERVICES	12/18/2019	2,529.50	0.00	0.00	0.00	2,529.50	2,529.50
222963	OCT-19 SPECIAL LITIGATION SOLIMAR CONDO	0.00	0.00	7,650.50	12/5/2019	001-1500-514-31-10	Y 112127	PROFESSIONAL SERVICES	12/18/2019	7,650.50	0.00	0.00	0.00	7,650.50	7,650.50
223550	NOV-19 PROFESSIONAL SERVICES	0.00	0.00	1,604.00	12/12/2019	001-1500-514-31-10	Y 112198	PROFESSIONAL SERVICES	12/23/2019	1,604.00	0.00	0.00	0.00	1,604.00	1,604.00
223551	NOV-19 POLICE MATTERS	0.00	0.00	1,934.50	12/12/2019	001-1500-514-31-10	Y 112198	PROFESSIONAL SERVICES	12/23/2019	1,934.50	0.00	0.00	0.00	1,934.50	1,934.50

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Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
223552	NOV-19 POLICE MATTERS	0.00	0.00	1,934.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	29,612.50	0.00	0.00	0.00	29,612.50	29,612.50
223552	NOV-19 MONTHLY RETAINER	0.00	0.00	29,612.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	29,612.50	0.00	0.00	0.00	29,612.50	29,612.50
223553	NOV-19 PROFFESIONAL SERVICES	0.00	0.00	725.00	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	725.00	0.00	0.00	0.00	725.00	725.00
223554	NOV-19 PROFFESIONAL S	0.00	0.00	1,042.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	1,042.50	0.00	0.00	0.00	1,042.50	1,042.50
223554	DEC-19 SPECIAL LITIGATION SOLIMAR UTILIT	0.00	0.00	1,042.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	1,042.50	0.00	0.00	0.00	1,042.50	1,042.50
INV213906	LEGAL FEES FEBRUARY 2019	0.00	0.00	50.00	3/18/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	4/8/2019	50.00	0.00	0.00	0.00	50.00	50.00
	LEGAL FEES FEBRUARY 20	0.00	0.00	50.00	3/18/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	4/8/2019	50.00	0.00	0.00	0.00	50.00	50.00
Vendors: (1) Total 01 - Vendor Set 01:										485,923.86	0.00	0.00	0.00	485,923.86	485,923.86
Vendors: (1) Report Total:										485,923.86	0.00	0.00	0.00	485,923.86	485,923.86



MEMORANDUM

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: April 15, 2020
Subject: Town Pension Benefits for Non-Public Safety Employees

Pursuant to the April 16, 2020 Town Commission agenda item regarding the Town pension benefits for non-public safety employees, enacted changes are as follows:

On September 13, 2016 the Town Commission approved pension amendments for general employees (non-sworn) that increased the employee contributions and improved benefits effective October 1, 2016 as follows:

- **Increased general employee contribution by 2%.**
General employee contribution increased from 6% to 8%; one grandfathered employee 5% to 7%;
- **Increased the benefit cap from 60% to 68%.**
The benefit cap at 60% was one of the lowest in the State of Florida amongst defined benefit plans.
The benefit cap for police officers (sworn group) is 90%;
- **Increased the multiplier from 2 % to 2.65% for the one grandfathered employee and from 2.5% to 2.8% for all other general employees (non-sworn).**
The multiplier for police officers (sworn group) is 3.5%;
- **A senior management class be established** consistent of all Department Directors and Assistant Town Manager.
Excluded from this class is the Police Chief, Town Manager and Town Attorney (if employed by the Town);
- **The senior management's multiplier increased from 2.5% to 3%** (rather than the 2.8% as other general employees);

- **The senior management cap increased to 80%** (rather than the 68%); and
- **The Town Attorney vesting requirements were lowered** from 10 years to 7 years to match the vesting requirements of the Town Manager.

An actuarial study was conducted. The above changes were cost neutral. The incremental cost to the Town's annual contribution would increase by \$905 or 0% of payroll, the employees covered the cost with the 2% increase of their contributions and the \$905 was primarily the cost to cover the Town Attorney changes.

Please see below table taken from Actuarial Impact Statement, dated September 6, 2016.

	Incremental Cost in Net Town Annual Required Contribution	Incremental Cost in Employee Annual Contribution
Proposed Amendment for General Employees	(\$4,828) (0.2%) of payroll	\$43,050 1.4% of payroll
Proposed Amendment for Senior Management Employees	\$4,483 0.1% of payroll	\$19,376 0.6% of payroll
Proposed Amendment for Town Attorney	\$1,250 0% of payroll	\$0 0% of payroll
Combined Effect	\$905 0% of payroll	\$62,426 2% of payroll

On December 10, 2019 the Town Commission approved pension amendments for General Employees (non-sworn) to conform maximum benefit limitations and retirement ages. Effective January 1, 2020 the plan changes are as follows:

- **Increased the benefit cap for general employees (non-sworn) from 68% to 80%**
- **Lowered retirement age** from age 62 and 15 years of service or age 65 and 10 years of service to:
 - ✚ Age 50 and 20 years of service, or
 - ✚ Age 52 and 15 years of service, or
 - ✚ Age 55 and 10 years of service
- **Increased Cost-of-Living Adjustment (COLA) from 1.5% to 2% for future retirees.**

These plan changes were recommended in an effort to align the cap with retirement age.

The below information was collected, prior to recommendation.

Regarding Cap:

Based on the 2018 actuarial study, 63% of the general employees would reach the maximum benefit limitation (cap) before they are eligible to retire. Increasing the benefit cap reduces the percentage of employees who fall on this tier.

The pension actuary, Gabriel Roeder Smith specified that the majority of the plans do not have a cap (other than the statutory 100%). They also said that of the plans that do have a cap, the range is typically 75% - 90%.

The pension attorney stated that of all the plans they represent, Surfside's benefit cap for general employees is the lowest. In addition, data from surrounding municipalities was collected identifying that Bal Harbour's cap is 100%, Bay Harbor's is 100% and Miami Beach's is 90% or 80%.

To put this in perspective, based on the current multiplier (2.8%) for general employees (non-senior management), it will take 28.5 years of service for a general employee to reach the cap ($.80 \div .028 = 28.5$).

Based on the current multiplier, for senior management (3.0%) it will take 26.6 years of service for a senior management employee to reach the cap ($.80 \div .030 = 26.6$).

Regarding COLA:

The pension actuary stated that the average COLA is 2%. The Fraternal Order of Police who represent our police officers, negotiated a 2% COLA for future retirees with their recent collective bargaining agreement. In addition our surrounding municipalities COLA is as follows:

- Bal Harbour's is 2.5%
- Miami Beach 2.5% Tier A and Tier B; 1.5% Tier C

The Town inquired on information on COLA based on the CPI with a floor of 1.5% and a ceiling of 2%. Based on long term inflation assumption, the recommendation by our actuary was 2%.

Regarding Retirement Age:

The Town of Surfside's retirement age requirements were the highest of our surrounding municipalities.

- Bay Harbor: Age 52 and 20 years of service (since 1999), or 55 and 10 years of service, or 65 regardless of years of service;
- Miami Beach: 50 and 5 years of service, or 55 and 5 years of service, 55 and 30 years of service, or 62 and 5 years of service (all based on collective bargaining agreements with their unions); and
- Bal Harbour: 57 regardless of service, or 55 and 25 years of service, or 30 years of service regardless of age.

The retirement age changes grant an opportunity to employees (majority who are public works employees) to retire and enter the Deferred Retirement Option Plan (DROP) program if they choose to, at a younger age.

For example: Solid Waste employee who was hired in 1992 (28 years of service) 58 years old, would have to wait until age 62 to retire and enter the DROP; thus, separating from service at age 67. Our solid waste crew is aging...

This also benefits other employees who are hired at a young age. They don't have to work and then wait for 35+ years to collect their pension. This will encourage employees to remain employed by the Town after vesting, rather than seeking employment elsewhere.

For example: An employee hired in 2018 whose normal retirement date (prior to this age reduction) was 2059. This particular employee would have had to wait 41 years to collect his/her pension.

Upon separation of service of those who opt to retire and not enter the DROP, the Town will more likely hire someone at a lower salary than that of the retiree. In addition, the minimum requirements for the position may have changed to include more experience and higher education.

The disparity between the general employees' benefits, the Town's sworn employees benefits (Police) and the surrounding municipalities is a challenge. The FOP negotiated retirement age reductions and a COLA increase with their 2019 – 2022 collective bargaining agreement. In addition, the Town signed a MOU with the FOP to extend the age reduction benefits to their civilian members who are covered under the general employees' plan. The surrounding municipalities offer higher caps, lower vesting requirements, lower retirement ages etc...

Enclosed please find actuarial impact statements and survey results.

January 10, 2020

Ms. Mayte D. Gamiotea
Pension Administrator
Retirement Plan for Employees of the
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

**Re: Retirement Plan for Employees of the Town of Surfside
Actuarial Impact Statement**

Dear Mayte:

As requested, we are pleased to enclose twelve (12) copies of our Actuarial Impact Statement as of October 1, 2018 for filing the proposed Ordinance under the Retirement Plan for Employees of the Town of Surfside (Plan) with the State of Florida (copy enclosed) prior to second reading.

Background – The Plan currently provides the General Employees, Communication Operators and Senior Management Employees with the following provisions:

- Normal retirement eligibility is the earlier of:
 - (1) attainment of age sixty-two (62) and completion of fifteen (15) years of service or
 - (2) attainment of age sixty-five (65) and completion of ten (10) years of service.
- Automatic annual cost of living increases of 1.5%.
- Maximum benefits are 68% of Average Final Compensation (AFC) for General Employees and Communication Operators and 80% of AFC for Senior Management Employees.

Proposed Ordinance – The proposed Ordinance provides for General Employees, Communication Operators and Senior Management Employees as follows:

- Normal Retirement Eligibility
Allow for normal retirement upon the earliest of:
 - (1) attainment of age fifty (50) and completion of twenty (20) years of service,
 - (2) attainment of age fifty-two (52) and completion of fifteen (15) years of service or
 - (3) attainment of age fifty-five (55) and completion of ten (10) years of service.
- Automatic Annual Cost of Living Increases – excluding Communication Operators
Increasing automatic annual cost of living increase from 1.5% to 2.0% for retirees, disableds, beneficiaries and vested terminated members who retire on or after January 1, 2020.



September 6, 2016

Ms. Mayte D. Gamiotea
Pension Administrator
Retirement Plan for Employees of the
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

**Re: Retirement Plan for Employees of the Town of Surfside
Actuarial Impact Statement**

Dear Mayte:

As requested, we are pleased to enclose three (3) copies of an Actuarial Impact Statement as of October 1, 2015 for the Proposed Ordinance under the Retirement Plan for Employees of the Town of Surfside (Plan) with the State of Florida (copy enclosed).

Background – General Employees are currently eligible for normal retirement at the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 65 with 10 years of Creditable Service. A participating Town Manager is currently eligible for normal retirement at age 64 with 7 years of Creditable Service.

General Employees are currently 50% vested upon completion of 5 years of Creditable Service, increasing 10% per year until 100% vested upon completion of 10 years of Creditable Service. A participating Town Manager is currently 100% vested upon completion of 7 years of Creditable Service.

General Employees currently contribute either 5% or 6% of pensionable pay. The benefit accrual rate (multiplier) for service earned after January 31, 2003 is currently 2.0% for each year of Creditable Service for the General Employee who contributes 5% of pensionable pay and 2.5% for each year of Creditable Service for General Employees who contribute 6% of pensionable pay. The maximum benefit is currently 60% of average final compensation.

Proposed Ordinance – The proposed Ordinance:

For General Employees – Contribution rate is increased to 8% of pensionable pay for General Employees currently contributing 6% and 7% of pensionable pay for the General Employee currently contributing 5%. Benefit accrual rate (multiplier) for service earned after September 30, 2016 is 2.80% for each year of Creditable Service for General Employees who will contribute 8% of pensionable

pay. Benefit accrual rate (multiplier) for service earned after September 30, 2016 is 2.65% for each year of Creditable Service for the General Employee who will contribute 7% of pensionable pay. Maximum benefit is increased to 68% of average final compensation.

- **For Senior Management Employees** – Contribution rate is increased to 8% of pensionable pay. Benefit accrual rate (multiplier) for service earned after September 30, 2016 is 3% for each year of Creditable Service. Maximum benefit is increased to 80% of average final compensation.
- **For Town Attorney** – Retirement and vesting provisions as currently provided to a participating Town Manager.

Results – The following sets out the projected changes in the minimum annual required contributions for the Town and Employees as a dollar amount and as a percentage of covered General Employee annual payroll (\$3,121,306).

Item	Incremental Cost in Net Town Annual Required Contribution	Incremental Cost in Employee Annual Contribution
Proposed Amendment – reflect changes to General Employees only	\$ (4,828) (0.2%)	\$ 43,050 1.4%
Proposed Amendment – reflect changes to Senior Management Employees only	\$ 4,483 0.1%	\$ 19,376 0.6%
Proposed Amendment – reflect changes to Town Attorney retirement and vesting provisions	\$ 1,250 0.0%	\$ 0 0.0%
Combined Effect	\$ 905 0.0%	\$ 62,426 2.0%

Filing Requirements – We have prepared the Actuarial Impact Statement for filing with the State of Florida. Please note that this Statement must be signed and dated on behalf of the Board of Trustees. Copies of the Ordinance upon passage at first reading along with the signed and dated Actuarial Impact Statement are generally required to be filed with the State at the following address:

Mr. Douglas E. Beckendorf, A.S.A.
 Bureau of Local Retirement Services
 Division of Retirement
 Building 8
 Post Office Box 9000
 Tallahassee, Florida 32315-9000

We understand the State requires funding no later than the fiscal year next following the effective date of the increases in costs resulting from the Ordinance.

Ms. Mayte D. Gamiotea
September 6, 2016
Page Three

Please forward a copy of the Ordinance upon passage at second reading to update our files.

Actuarial Assumptions and Methods, Plan Provisions, Financial Data, Member Census Data – The actuarial assumptions and methods, financial data and member census data employed for purposes of our Actuarial Impact Statement are the same actuarial assumptions and methods, financial data and member census data utilized for the October 1, 2015 Actuarial Valuation.

The Plan provisions employed for purposes of our Actuarial Impact Statement are the same Plan provisions utilized for the October 1, 2015 Actuarial Valuation as modified above.

Senior Management Employees are: participating Town Manager, Town Attorney, Town Clerk, Building and Zoning Director, Code Compliance Director, Finance Director, Human Resources Director, Parks and Recreation Director, Public Works Director and Tourism, Economic Development and Community Services Director.

This Actuarial Impact Statement is intended to describe the estimated future financial effects of the proposed Plan provision changes on the Plan, and is not intended as a recommendation in favor of the benefit changes or in opposition of the Plan provision changes.

If all actuarial assumptions are met and if all future minimum required contributions are paid, Plan assets will be sufficient to pay all Plan benefits. Plan minimum required contributions are determined in compliance with the requirements of the Florida Protection of Public Employee Retirement Benefits Act with normal cost determined as a level percent of covered payroll and a level dollar amortization payment using a maximum amortization period of 30 years.

The Unfunded Actuarial Accrued Liability (UAAL) may not be appropriate for assessing the sufficiency of Plan assets to meet the estimated cost of settling benefit obligations but may be appropriate for assessing the need for or the amount of future contributions. The UAAL would be different if it reflected the market value of assets rather than the smoothed actuarial value of assets.

These calculations are based upon assumptions regarding future events. However, the Plan's long term costs will be determined by actual future events, which may differ materially from the assumptions made. These calculations are also based upon present Plan provisions that are referenced in this Actuarial Impact Statement.

If you have reason to believe the assumptions used are unreasonable, the Plan provisions are incorrectly described as referenced, important Plan provisions relevant to this

Ms. Mayte D. Gamiotea
September 6, 2016
Page Four

proposed Actuarial Impact Statement are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Impact Statement.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in Plan provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This Actuarial Impact Statement should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This Actuarial Impact Statement has been prepared by actuaries who have substantial experience valuing public employee retirement plans. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the Actuarial Impact Statement date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

This Actuarial Impact Statement may be provided to parties other than the Board only in its entirety and only with the permission of an approved representative of the Board.

The signing actuaries are independent of the Plan sponsor.

If you have reason to believe that the information provided in this Actuarial Impact Statement is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

The undersigned are Members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Ms. Mayte D. Gamiotea
September 6, 2016
Page Five

If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,



Lawrence F. Wilson, E.A., A.S.A.
Senior Consultant and Actuary



Jennifer M. Borregard, E.A.
Consultant and Actuary

Enclosures

cc: Ms. Yamileth Slate-McCloud

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CODE OF THE TOWN OF SURFSIDE REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-171 OF THE TOWN CODE TO CREATE A DEFINITION OF THE TERM SENIOR MANAGEMENT EMPLOYEE; AMENDING SECTION 2-176(a)(4) OF THE TOWN CODE TO PROVIDE FOR SEVEN YEAR VESTING FOR THE TOWN ATTORNEY; AMENDING SECTION 2-176(c)(1) OF THE TOWN CODE TO INCREASE THE BENEFIT ACCRUAL RATE FOR GENERAL EMPLOYEES AND INCREASING THE BENEFIT CAP FROM 60% TO 68% OF FINAL AVERAGE COMPENSATION; AMENDING SECTION 2-176(c)(1) OF THE TOWN CODE TO INCREASE THE BENEFIT ACCRUAL RATE FOR SENIOR MANAGEMENT EMPLOYEES AND INCREASING THE BENEFIT CAP FROM 60% TO 80% OF FINAL AVERAGE COMPENSATION; AMENDING SECTION 2-180(a) OF THE TOWN CODE TO INCREASE IN THE GENERAL EMPLOYEE AND SENIOR MANAGEMENT EMPLOYEE PICK-UP PENSION CONTRIBUTION BY 2%; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside sponsors a defined benefit retirement plan for employees of the Town of Surfside (“Retirement Plan”); and

WHEREAS, the Board of Trustees of the Retirement Plan has recommended increasing the employee contribution to purchase a higher pension benefit; and

WHEREAS, general employees currently contribute either 5% or 6% of pensionable earnings; and

WHEREAS the actuary for the Board of Trustees has determined that increasing the general employee member contribution from 6% to 8% would provide a 2.8% multiplier. For the employee contributing at the 5% rate, increasing the employee member contribution to 7% would provide a 2.65% multiplier; and

WHEREAS, the Retirement Plan does not currently contain a higher tier benefit for Senior Management Employees; and

WHEREAS, the Board of Trustees has recommended increasing the multiplier and benefit cap for Senior Management Employee; and

WHEREAS, the actuary for the Board of Trustees has determined the financial effect of increasing the Senior Management Employee contribution from 6% to 8% and the multiplier from 2.5% to 3%; and

WHEREAS, the current Town Code provides for the Town Manager to be deemed fully vested at the attainment of age 64 and the completion of 7 years of creditable service; and

WHEREAS, the Retirement Plan does not currently contain a similar benefit for the Town Attorney; and

WHEREAS, the Board of Trustees has recommended providing the Town Attorney to be deemed fully vested at the attainment of age 64 and the completion of 7 years of creditable service; and

WHEREAS, the Town Commission held its first public hearing on September 13, 2016 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on October 13, 2016; and

WHEREAS, the Town Commission finds the proposed amendments to the Code in the best interest of the Town.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION OF SURFSIDE TOWN, FLORIDA; AS FOLLOWS:

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

Section 2. Town Code Amended. SECTION 2-171, Definitions, is hereby amended and to be read as follows:

Sec. 2-171. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Senior Management Employee: For purposes of the new Senior Management Tier benefit, **Senior Management Employee means the Town Manager, Town Attorney, Town Clerk, Building and Zoning Director, Code Compliance Director, Finance Director, Human Resources Director,**

Parks and Recreation Director, Public Works Director, Tourism, Economic Development and Community Services Director.

Section 3. SECTION 2-176, Service Retirement Allowance, is hereby amended and to be read as follows:

Sec. 2-176. Service Retirement Allowance.

(a) *Normal Retirement date.* Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective October 1, 1984, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

(4) For the Town Attorney:

a. The attainment of age 62 and the completion of 15 years of creditable service; or

b. The attainment of age 64 and the completion of seven years of creditable service who shall be deemed fully vested upon the completion of seven years of creditable service.

(c) *Computation of annuity.*

(1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to 12/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to 12/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each

member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or Senior Management employees, effective October 1, 2016:

(i) for each member who contributes at the rate of eight percent (8%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and eight-tenths percent (2.8%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;

(ii) for the member who contributes at the rate of seven percent (7%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent (2.65%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and

(iii) in no event shall the total annuity as computed above for any member exceed sixty-eight percent (68%) of monthly average final compensation.

For members who are Senior Management employees, effective October 1, 2016:

(i) the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to three percent (3%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and

(ii) in no event shall the total annuity as computed above for any Senior Management employee exceed eighty percent (80%) of monthly average final compensation.

Section 4. SECTION 2-180, Contributions by Members, is hereby amended and to be

read as follows:

~~(a) For members who are not police officers, beginning on the date of establishment of the plan, each town employee who is a member of the plan shall contribute five percent of earnable compensation, based on his regular salary, accruing on and after such date and up to September 30, 1979. Each member of the plan on October 1, 1979, and each employee who becomes a member after October 1, 1979, shall have the irrevocable option of contributing either five percent or seven percent of his earnable compensation from January 1, 1980. Each member of the plan as of July 1, 1996, shall have the one time irrevocable option of raising his contribution rate from five percent to either seven percent or eight percent of earnable compensation, or from seven percent to eight percent of earnable compensation. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. Each employee who becomes a member of the plan after July 1, 1996 shall thereupon have the one time irrevocable option of contributing either five percent or eight percent of earnable compensation. Each member of the plan as of February 1, 2003 who is contributing at the rate of five percent of earnable compensation shall have the one time irrevocable option of raising his contribution rate from five percent to six percent. For each member who contributes at the rate of seven or eight percent of earnable compensation on January 31, 2003, the contribution~~

~~rate shall be six percent of earnable compensation on and after February 1, 2003. Each employee who becomes a member on or after February 1, 2003 shall contribute six percent of earnable compensation. Such contribution by any member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of 60 percent of average final compensation.~~ For members who are not police officers or Senior Management Employees, effective October 1, 2016:

- (i) The employee contribution for employees contributing six percent (6%) of earnable compensation shall be increased to eight percent (8%) of earnable compensation;
- (ii) The employee contribution for the employee contributing five percent (5%) of earnable compensation shall be increased to seven percent (7%) of earnable compensation;
- (iii) Employee contributions by any member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of sixty-eight percent (68%) of average final compensation.

For members who are Senior Management Employees, effective October 1, 2016:

- (i) The employee contribution shall be increased to eight percent (8%) of earnable compensation;
- (ii) Employee contributions by any Senior Management member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of eighty percent (80%) of average final compensation.

Section 5. All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 6. Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

Section 7. It is the intention of the Commission of the Town of Surfside that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 8. This ordinance shall become effective upon final passage.

PASSED and ADOPTED on second reading this ____ day of _____, 2016.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

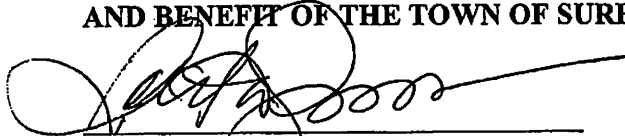
Commissioner Daniel Gielchinsky _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Barry Cohen _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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



Robert D. Klausner, Esq.
General Counsel
The Retirement Plan for Employees of the Town of Surfside

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

Actuarial Impact Statement as of October 1, 2015

A. Description of Proposed Amendment

General Employees:

Employee contribution rate is eight percent (8%) of pensionable pay for General Employees currently contributing six percent (6%) of pensionable pay. Employee contribution rate is seven percent (7%) of pensionable pay for the General Employee currently contributing five percent (5%) of pensionable pay.

Benefit accrual rate is 2.80% per year of Creditable Service earned after September 30, 2016 for General Employees who contribute eight percent (8%) of pensionable pay. Benefit accrual rate is 2.65% per year of Creditable Service earned after September 30, 2016 for the General Employee who contributes seven percent (7%) of pensionable pay.

Maximum benefit cap is 68% of monthly average final compensation.

Senior Management Employees:

Employee contribution rate is eight percent (8%) of pensionable pay.

Benefit accrual rate is 3% per year of Creditable Service earned after September 30, 2016.

Maximum benefit cap is 80% of monthly average final compensation.

Town Attorney:

Normal retirement date shall be the earlier of (1) attainment of age 62 and completion of 15 years of Creditable Service or (2) attainment of age 64 and completion of 7 years of Creditable Service - 100% vested upon completion of seven (7) years of Creditable Service.

B. An estimate of the cost of implementing this amendment (see attachment)

C. In my opinion, the proposed changes are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.

Chairman, Retirement Committee

Date

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

Actuarial Impact Statement as of October 1, 2015

General Employees / Senior Management Employees / Town Attorney

<u>A. Participant Data</u>	<u>Actuarial Valuation</u>	<u>Proposed Ordinance</u>
1. Active participants	59	59
2. Terminated vested participants	2	2
3. Participants receiving benefits (including DROPs)	24	24
4. Annual payroll of active employees	\$ 3,121,306	\$ 3,121,306
5. Expected payroll of active employees for the following year	\$ 3,121,306	\$ 3,121,306
 <u>B. Assets</u>		
1. Smoothed actuarial value	\$ 6,659,124	\$ 6,659,124
2. Market value	\$ 6,372,256	\$ 6,372,256
 <u>C. Liabilities</u>		
1. Actuarial present value of future expected benefit payments for active members		
a. Retirement benefits	\$ 4,143,140	\$ 4,572,192
b. Vesting benefits	949,742	988,988
c. Disability benefits	524,603	557,939
d. Return of member contributions	126,783	142,716
e. Total	<u>\$ 5,744,268</u>	<u>\$ 6,261,835</u>
2. Actuarial present value of future expected benefit payments for terminated vested members and miscellaneous	\$ 197,871	\$ 197,871
3. Actuarial present value of future expected benefit payments for those currently receiving benefits (including DROPs)	<u>\$ 3,899,103</u>	<u>\$ 3,899,103</u>
4. Total actuarial present value of future expected benefit payments	\$ 9,841,242	\$ 10,358,809
5. Actuarial accrued liabilities	\$ 7,489,177	\$ 7,778,952
6. Unfunded actuarial accrued liabilities	\$ 830,053	\$ 1,119,828

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

Actuarial Impact Statement as of October 1, 2015

General Employees / Senior Management Employees / Town Attorney

	<u>Actuarial Valuation</u>	<u>Proposed Ordinance</u>
D. Statement of Accumulated Plan Benefits		
1. Actuarial present value of accumulated vested benefits		
a. Participants currently receiving benefits	\$ 3,899,103	\$ 3,899,103
b. Other participants	<u>2,098,210</u>	<u>2,166,405</u>
c. Total	\$ 5,997,313	\$ 6,065,508
2. Actuarial present value of accumulated non-vested plan benefits	<u>526,026</u>	<u>660,714</u>
3. Total actuarial present value of accumulated plan benefits	\$ 6,523,339	\$ 6,726,222
E. <u>Pension Cost</u>		
1. Total normal cost	\$ 367,414	\$ 406,313
2. Payment required to amortize unfunded liability	65,535	87,858
3. Interest	<u>6,317</u>	<u>8,426</u>
4. Total required contributions	\$ 439,266	\$ 502,597
5. Item 4 as a percentage of payroll	14.1%	16.1%
6. Estimated employee contributions	\$ 186,891	\$ 249,317
7. Item 6 as a percentage of payroll	6.0%	8.0%
8. Net amount payable by Town	\$ 252,375	\$ 253,280
9. Item 8 as a percentage of payroll	8.1%	8.1%
F. <u>Disclosure of Following Items:</u>		
1. Actuarial present value of future salaries - attained age	\$ 22,876,305	\$ 22,572,170
2. Actuarial present value of future employee contributions - attained age	\$ 1,370,030	\$ 1,803,225
3. Actuarial present value of future contributions from other sources	N/A	N/A
4. Amount of active members' accumulated contributions	\$ 1,161,694	\$ 1,161,694
5. Actuarial present value of future salaries and future benefits at entry age	N/A	N/A
6. Actuarial present value of future employee contributions at entry age	N/A	N/A

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

Actuarial Impact Statement as of October 1, 2015

General Employees / Senior Management Employees / Town Attorney

G. Amortization of Unfunded Actuarial Accrued Liability

<u>Date Established</u>		<u>Unfunded Liability</u>	<u>Amortization Payment</u>	<u>Funding Period</u>
10/01/2009	Combined Bases *	\$ 1,984	\$ 187	18 years
10/01/2010	Actuarial (Gain) / Loss	220,977	18,080	25 years
10/01/2010	Assumption Changes	(118,720)	(9,714)	25 years
10/01/2011	Actuarial (Gain) / Loss	80,380	6,484	26 years
10/01/2012	Actuarial (Gain) / Loss	155,693	12,398	27 years
10/01/2012	Assumption Changes	117,634	9,367	27 years
10/01/2013	Actuarial (Gain) / Loss	83	7	28 years
10/01/2014	Actuarial (Gain) / Loss	84,829	6,602	29 years
10/01/2015	Actuarial (Gain) / Loss	148,934	11,473	30 years
10/01/2015	Assumption Changes	138,259	10,651	30 years
10/01/2015	Proposed Amendment	<u>289,775</u>	<u>22,323</u>	30 years
	TOTAL	\$ 1,119,828	\$ 87,858	

* Combined per Internal Revenue Code Regulation 1.412(b)-1

This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the Plan and/or paid from the Plan's assets for which liabilities or current costs have not been established or otherwise taken into account for in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.



Lawrence F. Wilson, A.S.A.

Enrollment Number: 14-02802

Dated: September 6, 2016

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

Outline of Principal Provisions of the Retirement Plan

A. Effective Date:

January 1, 1962. Most recent amendatory Ordinance considered: 13-1603.

B. Eligibility Requirements:

All regular, full-time employees are eligible upon employment. The Town Manager and Town Attorney have the right to opt out of the Plan at any time.

C. Creditable Service:

All service of a member measured in years and completed calendar months since latest date of hire with the Town.

D. Average Final Compensation (AFC):

The average of basic compensation during the highest three years (five years for General Employees) of the ten years preceding termination of employment; does not include bonuses, overtime, lump sum payments of unused leave or other nonregular payments.

E. Normal Retirement:

1. Eligibility:

For sworn Police Officers, the earliest of (1) age 52 with 20 years of Creditable Service, (2) age 62 with 5 years of Creditable Service, (3) completion of 25 years of Creditable Service or (4) the completion of 15 years and 4 months of service if hired on a full time basis in March 2003. For a participating Town Manager and the Town Attorney, the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 64 with 7 years of Creditable Service. For all other employees, the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 65 with 10 years of Creditable Service.

2. Benefit:

Period of Service	Benefit Accrual Rate per Year of Service Based on Employee Contribution Rate of			
	5%	6%	7%	8%
Before 10/1/1979	1 2/3%	N/A	N/A	N/A
10/1/1979 - 6/30/1996	1 2/3%	N/A	2.0%	N/A
7/1/1996 - 1/31/2003	1 2/3%	N/A	2.0%	2.5%
2/1/2003 - 9/30/2005	2.0%	2.5%	N/A	N/A
10/1/2005 - 9/30/2006	2.0%	2.5%	N/A	3.0% ¹
10/1/2006 - 9/30/2016	2.0%	2.5%	N/A	3.5% ¹
10/1/2016 forward	N/A	N/A	2.65% ²	2.8% ² / 3.0% ³ / 3.5% ¹

Maximum benefit is 90% (75% prior to October 1, 2006) of AFC for Police Officers, 68% (60% prior to October 1, 2016) of AFC for General Employees and 80% (60% prior to October 1, 2016) of AFC for Senior Management Employees.

¹ For Police Officers only.

² For General Employees only.

³ For Senior Management Employees only.

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

Outline of Principal Provisions of the Retirement Plan

3. **Form of Payment:**

Straight life annuity with guaranteed refund of Accumulated Contributions (with options available).

F. **Early Retirement:**

1. **Eligibility:**

The earlier of (a) age 55 with 15 years of Creditable Service, or (b) 20 years of Creditable Service regardless of age.

2. **Benefit:**

Same as Normal Retirement Benefit using AFC and Creditable Service as of Early Retirement Date but payable at Normal Retirement Date assuming continued employment. Alternatively, benefits may commence immediately after reduction of 0.5% for each month early.

G. **Delayed Retirement:**

1. **Eligibility:**

Retirement after Normal Retirement Date.

2. **Benefit:**

Calculated in the same manner as Normal Retirement Benefit using AFC and Creditable Service as of delayed retirement date.

H. **Disability Retirement:**

1. **Service Connected:**

a) **Eligibility:**

Total and permanent disability incurred prior to normal retirement date as a direct result of performance of service to the Town and eligible for Social Security disability benefits.

b) **Benefit:**

75% (if injury) or 45% (if disease) of the rate of pay in effect on date of disability payable for life or until recovery. For General Employees, less Social Security disability benefits; there is an offset for Workers' Compensation to the extent that the disability benefit plus the Workers' Compensation benefit exceed 100% of preretirement salary.

2. **Non-Service Connected:**

a) **Eligibility:**

Total and permanent disability not incurred as a direct result of performance of service to the Town.

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

Outline of Principal Provisions of the Retirement Plan

b) Benefit:

Accrued pension benefit.

I. Death Benefit:

1. Pre-Retirement:

Refund of Accumulated Contributions

2. After Normal Retirement Date but before Actual Retirement:

Survivor benefit payable in accordance with optional form of benefit chosen by member.

3. After Retirement:

Refund of any remaining Accumulated Contributions or optional survivor's benefits if elected.

J. Accumulated Contributions:

The sum of all amounts contributed by members including 4% interest on contributions made after January 1, 1979. Effective January 1, 2009, member contributions are *picked-up* by the Town.

K. Termination Benefit:

Upon termination prior to normal or early retirement date a member shall be entitled to choose (1) or (2) below, where:

1. A refund of Accumulated Contributions.
2. The benefit as for normal retirement using AFC and Creditable Service as of date of termination multiplied by the applicable percentage on the table below, commencing upon the earliest date a member would have attained normal retirement had he remained in service (age 65 for General Employees).

<u>Years of Creditable Service</u>	<u>Percentage</u>	
	<u>General Employees</u>	<u>Police Officers</u>
Less than 5	0%	0%
5	50%	100%
6	60%	100%
7	70%	100%
8	80%	100%
9	90%	100%
10 or more	100%	100%

3. A participating Town Manager and the Town Attorney 100% vested upon completion of 7 years of Creditable Service.

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

Outline of Principal Provisions of the Retirement Plan

L. Cost of Living Increase

A 1.5% automatic annual cost of living increase is provided for all current and future retirees, disableds, beneficiaries and vested terminated members.

M. Deferred Retirement Option Program (DROP)

1. Eligibility: Attainment of normal retirement date.
2. The maximum period of participation in the DROP is five (5) years.
3. An employee's account in the DROP program shall be credited with interest based upon actual Fund investment return.
4. No payment may be made from DROP until the employee actually separates from service with the Town.

N. Changes From Previous Valuation

1. Normal Retirement was:

1. Eligibility:

For sworn Police Officers, the earliest of (1) age 52 with 20 years of Creditable Service, (2) age 62 with 5 years of Creditable Service, (3) completion of 25 years of Creditable Service or (4) the completion of 15 years and 4 months of service if hired on a full time basis in March 2003. For a participating Town Manager, age 64 with 7 years of Creditable Service. For all other employees, the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 65 with 10 years of Creditable Service.

2. Benefit:

Period of Service	Benefit Accrual Rate per Year of Service Based on Employee Contribution Rate of			
	5%	6%	7%	8%
Before 10/1/1979	1 2/3%	N/A	N/A	N/A
10/1/1979 - 6/30/1996	1 2/3%	N/A	2%	N/A
7/1/1996 - 1/31/2003	1 2/3%	N/A	2%	2.5%
2/1/2003 - 9/30/2005	2%	2.5%	N/A	N/A
10/1/2005 - 9/30/2006	2%	2.5%	N/A	3% *
After 10/1/2006	2%	2.5%	N/A	3.5% *

Maximum benefit is 90% (75% prior to October 1, 2006) of AFC (60% of AFC for General Employees).

* For Police Officers only.

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

Outline of Principal Provisions of the Retirement Plan

N. Changes From Previous Valuation (cont'd)

2. Termination Benefit was:

Upon termination prior to normal or early retirement date a member shall be entitled to choose (1) or (2) below, where:

1. A refund of Accumulated Contributions.
2. The benefit as for normal retirement using AFC and Creditable Service as of date of termination multiplied by the applicable percentage on the table below, commencing upon the earliest date a member would have attained normal retirement had he remained in service (age 65 for General Employees).

<u>Years of Creditable Service</u>	<u>Percentage</u>	
	<u>General Employees</u>	<u>Police Officers</u>
Less than 5	0%	0%
5	50%	100%
6	60%	100%
7	70%	100%
8	80%	100%
9	90%	100%
10 or more	100%	100%

3. Participating Town Manager 100% vested upon completion of 7 years of Creditable Service.

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

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

A. Mortality

For healthy male participants, RP 2000 Annuitant Male Mortality Table, with 10% White Collar / 90% Blue Collar Adjustment for Police Officers - 50% White Collar / 50% Blue Collar Adjustment for General Employees and fully generational mortality improvements projected to each future decrement date with Scale BB. For healthy female participants, RP 2000 Annuitant Female Mortality Table, with White Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB.

For disabled male Police Officers, 60% RP 2000 Disabled Male Mortality Table setback four years / 40% RP 2000 Annuitant Male Mortality Table, with White Collar Adjustment and no setback, without projected mortality improvements. For disabled female Police Officers, 60% RP 2000 Disabled Female Mortality Table set forward two years / 40% RP 2000 Annuitant Female Mortality Table, with White Collar Adjustment, without projected mortality improvements.

For disabled male General Employees, RP 2000 Disabled Male Mortality Table, setback four years, without projected mortality improvements. For disabled female General Employees, RP 2000 Disabled Female Mortality Table, set forward two years, without projected mortality improvements.

B. Investment Return

7.25%, compounded annually; net rate after investment related expenses.

C. Allowances for Expenses or Contingencies

Estimated expenses for upcoming year, not including investment related expenses.

D. Employee Withdrawal Rates

Withdrawal rates for males and females were used in accordance with the following illustrative examples:

<u>General Employees</u>	
<u>Age</u>	<u>Withdrawal Rate</u>
Under 25	30.0%
25 - 29	20.0%
30 - 34	15.0%
35 - 39	10.0%
40 - 44	9.0%
45 - 49	8.0%
50 - 54	7.0%
55 - 60	6.0%
60 & over	5.0%

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

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

D. Employee Withdrawal Rates (cont'd)

<u>Police Officers</u>	
<u>Service</u>	<u>Withdrawal Rate</u>
0 - 4	12.0%
5 - 6	10.0%
7	5.0%
8	2.0%
9 & over	1.0%

E. Salary Increase Factors

Current salary is assumed to increase at a rate based on the tables below.

<u>General Employees</u>	
<u>Service</u>	<u>Salary Increase</u>
0 - 4	6.5%
4 - 5	6.0%
6	5.0%
7 - 9	4.5%
10 & over	4.0%

<u>Police Officers</u>	
<u>Service</u>	<u>Salary Increase</u>
0 - 3	8.0%
3	7.0%
4 - 5	6.0%
6	5.0%
7 & over	4.0%

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

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

F. Disability Benefits

1. Rates: See Table Below
2. Percent Service Connected: 25% for General, 80% for Police.
3. Assume 50% of Service Connected Disabilities are due to injury and 50% are due to disease.

Age	Annual Rate of Disability	
	General Employees	Police Department
20	0.07%	0.14%
30	0.11%	0.18%
40	0.19%	0.30%
50	0.51%	1.00%
60	1.66%	0.00%

G. Smoothed Actuarial Value of Assets

The method used for determining the smoothed actuarial value of assets phases in the deviation between the expected and actual return on assets at the rate of 20% per year. The smoothed actuarial value of assets will be further adjusted to the extent necessary to fall within the corridor whose lower limit is 80% of the fair market value of plan assets and whose upper limit is 120% of the fair market value of plan assets.

H. Assumed Retirement Age

Age	Annual Rate of Retirement*	
	General Employees	Police Officers
40	N/A	3%
41-45	4%	2%
46-47	3%	1%
48-50	2%	1%
51 & over	1%	1%
NRA	40%	50%
Past NRA	50%	50%

100% of members are assumed to retire upon reaching age 70 for General Employees and age 65 for Police Officers.

* For Employees who meet the age and service eligibility requirements for normal or early retirement

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

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

I. Marriage Assumption

100% of all members are assumed to be married. Wives are assumed to be three years younger than their husbands.

J. Actuarial Funding Method

Normal Retirement, Termination, Disability, and Death Benefits: Entry-Age-Actuarial Cost Method. Under this method the normal cost for each active employee is the amount which is calculated to be a level percentage of pay that would be required annually from his age at hire to his assumed retirement age to fund his estimated benefits, assuming the Plan has always been in effect. The normal cost for the Plan is the sum of such amounts for all employees. The actuarial accrued liability as of any valuation date for each active employee or inactive employee who is eligible to receive benefits under the Plan is the excess of the actuarial present value of estimated future benefits over the actuarial present value of current and future normal costs. The unfunded actuarial accrued liability as of any valuation date is the excess of the smoothed actuarial accrued liability over the actuarial value of assets of the Plan.

K. Change From Previous Valuation

None.

- Maximum Benefit Cap increased to 80% of AFC for General Employees and Communication Operators.

Cost – The total impact of the proposed Ordinance results in an expected increase in the first year Net Town Minimum Funding Payment of \$173,483.

Filing Requirements – We have prepared the Actuarial Impact Statement for filing with the State of Florida. Please note that this Statement must be signed and dated on behalf of the Board of Trustees. Copies of the Ordinance upon passage at first reading along with the signed and dated Actuarial Impact Statement are generally required to be filed with the State at the following address:

Mr. Douglas E. Beckendorf, A.S.A.
Bureau of Local Retirement Services
Division of Retirement
Building 8
Post Office Box 9000
Tallahassee, Florida 32315-9000

We understand the State requires funding any increases in costs no later than the fiscal year next following the effective date of the Ordinance.

Please forward a copy of the Ordinance upon passage at second reading to update our files.

Actuarial assumptions and methods, financial data, Plan provisions and member census data – The actuarial assumptions and methods, financial data and member census data employed for purposes of our Actuarial Impact Statement are the same actuarial assumptions and methods, financial data and member census data utilized for the October 1, 2018 Actuarial Valuation of the Plan with the following exceptions:

Normal Retirement rates were changed to the following:

- ❖ For General Employees and Communication Operators:
 - Ages before reaching the maximum benefit cap:
 - Ages < 65 = 5%
 - Ages 65 to 69 = 50%
 - Age 70 = 100%
 - Ages at or after reaching the maximum benefit cap:
 - All Ages = 100%

- ❖ For Senior Management:
 - Ages before reaching the maximum benefit cap:
 - Ages < 65 = 5%
 - Ages 65 to 69 = 50%
 - Age 70 = 100%
 - Ages at or after reaching the maximum benefit cap:
 - Ages < 65 = 35%
 - Ages 65 to 69 = 50%
 - Age 70 = 100%

The Plan provisions employed for purposes of our Actuarial Impact Statement are the same Plan provisions utilized in the October 1, 2018 Actuarial Valuation of the Plan with the exception of the proposed changes described above.

Risk Assessment – Risk assessment may include scenario tests, sensitivity, or stress tests, stochastic modeling, and a comparison of the present value of benefits at low-risk discount rates. We are prepared to perform such assessment to aid the Town in the decision making process. Please refer to the October 1, 2018 Actuarial Valuation Report dated July 22, 2019 for additional discussion regarding the risks associated with measuring the accrued liability and the minimum funding payment.

This Actuarial Impact Statement is intended to describe the estimated future financial effects of the proposed benefit changes on the Plan and is not intended as a recommendation in favor of the benefit changes nor in opposition to the benefit changes.

If all actuarial assumptions are met and if all current and future minimum required contributions are paid, Plan assets will be sufficient to pay all Plan benefits, future contributions are expected to remain relatively stable as a percent of payroll and the funded status is expected to improve. Plan minimum required contributions are determined in compliance with the requirements of the Florida Protection of Public Employee Retirement Benefits Act with normal cost determined as a level percent of covered payroll and a level dollar amortization payment using an initial amortization period of 30 years.

The Unfunded Actuarial Accrued Liability (UAAL) may not be appropriate for assessing the sufficiency of Plan assets to meet the estimated cost of settling benefit obligations but may be appropriate for assessing the need for or the amount of future contributions. The UAAL would be different if it reflected the market value of assets rather than the smoothed value of assets.

These calculations are based upon assumptions regarding future events. However, the Plan's long term costs will be determined by actual future events, which may differ materially from the

Ms. Mayte D. Gamiotea
January 10, 2020
Page Four

assumptions made. These calculations are also based upon present and proposed Plan provisions that are outlined or referenced in this Actuarial Impact Statement.

If you have reason to believe the assumptions used are unreasonable, the Plan provisions are incorrectly described or referenced, important Plan provisions relevant to this Actuarial Impact Statement are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Impact Statement.

If you have reason to believe that the information provided in this Actuarial Impact Statement is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period) and changes in Plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of such future measurements.

This Actuarial Impact Statement should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This Actuarial Impact Statement has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

This Actuarial Impact Statement may be provided to parties other than the Board only in its entirety and only with the permission of an approved representative of the Board.

The signing actuaries are independent of the Plan sponsor.

The undersigned are Members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Ms. Mayte D. Gamiotea
January 10, 2020
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If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,

Michelle Jones

Shelly L. Jones, A.S.A., E.A., M.A.A.A, F.C.A.
Consultant and Actuary

Nicolas Lahaye

Nicolas Lahaye, F.S.A., E.A., M.A.A.A, F.C.A.
Consultant and Actuary

Enclosures

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CODE OF THE TOWN OF SURFSIDE REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-176(a) OF THE TOWN CODE TO LOWER RETIREMENT AGES FOR NON-PUBLIC SAFETY EMPLOYEES CONSISTENT WITH MAXIMUM BENEFIT LIMITATIONS; AMENDING SECTION 2-176(c) OF THE TOWN CODE TO INCREASE THE MAXIMUM BENEFIT LIMITATION FROM 68% TO 80% FOR GENERAL EMPLOYEES; AMENDING SECTION 2-192 OF THE TOWN CODE TO INCREASE THE COST OF LIVING ADJUSTMENT FROM 1.5% TO 2% PER YEAR FOR NON-PUBLIC SAFETY EMPLOYEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside sponsors a defined benefit retirement plan for employees of the Town of Surfside (“Retirement Plan”);

WHEREAS, the Board of Trustees of the Retirement Plan, after a review of benefits in surrounding cities, has recommended enhancing pension benefits to align retirement ages with the Retirement Plan’s maximum benefit limitation (hereinafter the “benefit cap”);

WHEREAS, general employees currently contribute 8% of pensionable earnings;

WHEREAS, the maximum benefit cap for general employees is currently 68% for general employees and 80% for management employees;

WHEREAS, approximately 63% of general employees reach the maximum benefit cap of 68% before they are eligible to retire;

WHEREAS, notwithstanding the pension cost, there are anticipated to be savings from a recruitment standpoint, by reducing turnover and making the Retirement Plan more competitive with surrounding cities;

WHEREAS, the Commission of the Town of Surfside believes that the adoption of this amendment is in the best interests of the citizens and taxpayers of the Town;

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of

Surfside:

Section 1. SECTION 2-176(a), Service Retirement Allowance, is hereby amended and to be read as follows:

Sec. 2-176. Service Retirement Allowance.

- (a) Normal retirement date. Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective ~~October 1, 1984~~ January 1, 2020, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

- (2) For members who are not sworn law enforcement officers, the earliest of:
- a. ~~The attainment of age 62 and the completion of 15 years of creditable service; or~~
 - b. ~~The attainment of age 65 and the completion of ten years of creditable service.~~
 - a. The attainment of age fifty (50) and completion of twenty (20) years of service;
 - b. The attainment of age fifty-two (52) and completion of fifteen (15) years of service; or
 - c. The attainment of age fifty-five (55) and completion of ten (10) years of service.

Section 2. SECTION 2-176(c), Service Retirement Allowance, is hereby amended and to be read as follows:

Sec. 2-176. Service Retirement Allowance.

- (c) Computation of annuity:
- (1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to 1 2/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to 1 2/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered

after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or senior management employees, effective October 1, 2016:

- (i) For each member who contributes at the rate of eight percent (8%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and eight-tenths percent (2.8%) of monthly average final

compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;

- (ii) For the member who contributes at the rate of seven percent (7%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent (2.65%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and
- (iii) In no event shall the total annuity as computed above for any member exceed ~~sixty-eight~~ eighty percent (~~68%~~ 80%) of monthly average final compensation, effective January 1, 2020.

Section 3. SECTION 2-192, Cost-of-living adjustment for retired members and their beneficiaries, is hereby amended and to be read as follows:

Sec. 2-192. - Cost-of-living adjustment for retired members and their beneficiaries.

- (a) The purpose of this section is to provide a cost-of-living adjustment to the benefits payable to retired members on or after January 1, 2004 and their beneficiaries.
- (b) Commencing on the first day of January, 2004 and on the first day of each January thereafter, the benefit of each retired member or beneficiary shall be adjusted as follows:
 - (1) The amount of the monthly benefit payable for the 12-month period commencing on the first adjustment date shall be the amount of the monthly benefit plus one and one-half percent. The amount of the monthly benefit payable for subsequent twelve-month periods shall be the amount of the monthly benefit being received on January 1 immediately preceding the adjustment date plus an amount equal to one and one-half percent of said benefit. Effective January 1, 2020, the cost of living benefit shall be two percent (2%) for all members who retire on or after January 1, 2020.

Section 4. All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 5. Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

Commissioner Barry Cohen	yes___	no___
Commissioner Michael Karukin	yes___	no___
Commissioner Tina Paul	yes___	no___

Actuarial Impact Statement as of October 1, 2018

A. Description of Proposed Amendment

Normal Retirement Eligibility

For General Employees, Communication Operators and Senior Management Employees, the earliest of

- (1) Age 50 with 20 years of Creditable Service;
- (2) Age 52 with 15 years of Creditable Service; or
- (3) Age 55 with 10 years of Creditable Service.

Normal Retirement Benefit

Maximum benefit is 80% of AFC for General Employees and Communication Operators.

Cost of Living Increase

For General and Senior Management retirees, disableds, beneficiaries and vested terminated members who retire on or after January 1, 2020, a 2.0% automatic annual cost of living increase is provided.

- B. An estimate of the cost implementing this amendment is attached.
- C. In my opinion, the proposed changes are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.

Chairman, Pension Board

Date

Actuarial Impact Statement as of October 1, 2018

General Employees / Senior Management Employees

	Valuation <u>10/01/2018</u>	Actuarial Impact Statement <u>10/01/2018</u>
A. <u>Participant Data</u>		
1. Active participants	64	64
2. Retired, disabled and beneficiaries receiving benefits (including DROPs)	24	24
3. Terminated vested participants	4	4
4. Annual payroll of active participants	\$ 3,422,731	\$ 3,422,731
5. Expected payroll of active employees for the following year	\$ 3,422,731	\$ 3,422,731
6. Annual benefits payable to those currently receiving benefits	\$ 379,868	\$ 379,868
B. <u>Assets</u>		
1. Smoothed actuarial value	\$ 8,784,384	\$ 8,784,384
2. Market value	\$ 8,890,663	\$ 8,890,663
C. <u>Liabilities</u>		
1. Actuarial present value of future expected benefit payments for active members		
a. Retirement benefits	\$ 6,216,110	\$ 8,573,271
b. Vesting benefits	1,156,020	802,101
c. Disability benefits	725,504	662,859
d. Return of member contributions	134,010	131,584
e. Total	\$ 8,231,644	\$ 10,169,815
2. Actuarial present value of future expected benefit payments for terminated vested members and miscellaneous	\$ 285,863	\$ 285,863
3. Actuarial present value of future expected benefit payments for members currently receiving benefits (including DROPs)	\$ 4,291,037	\$ 4,291,037
4. Total actuarial present value of future expected benefit payments	\$ 12,808,544	\$ 14,746,715
5. Actuarial accrued liabilities	\$ 10,055,380	\$ 11,487,613
6. Unfunded actuarial accrued liabilities	\$ 1,270,996	\$ 2,703,229

Actuarial Impact Statement as of October 1, 2018

General Employees / Senior Management Employees

	<u>Valuation</u> <u>10/01/2018</u>	<u>Actuarial Impact</u> <u>Statement</u> <u>10/01/2018</u>
D. <u>Statement of Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated vested benefits		
a. Participants currently receiving benefits	\$ 4,291,037	\$ 4,291,037
b. Terminated vested members and miscellaneous	285,863	285,863
c. Other participants	3,450,249	3,982,061
d. Total	<u>\$ 8,027,149</u>	<u>\$ 8,558,961</u>
2. Actuarial present value of accumulated non-vested plan benefits	<u>575,577</u>	<u>598,161</u>
3. Total actuarial present value of accumulated plan benefits	\$ 8,602,726	\$ 9,157,122
E. <u>Pension Cost</u>		
1. Total normal cost	\$ 435,758	\$ 498,908
2. Payment required to amortize unfunded liability	102,938	213,270
3. Interest	9,240	9,241
4. Total required contributions	<u>\$ 547,936</u>	<u>\$ 721,419</u>
5. Item 4 as a percentage of payroll	16.0%	21.1%
6. Estimated employee contributions	\$ 273,396	\$ 273,396
7. Item 6 as a percentage of payroll	8.0%	8.0%
8. Net amount payable by Town	\$ 274,540	\$ 448,023
9. Item 8 as a percentage of payroll	8.0%	13.1%
F. <u>Disclosure of Following Items:</u>		
1. Actuarial present value of future salaries - attained age	\$ 25,248,413	\$ 24,725,182
2. Actuarial present value of future employee contributions - attained age	\$ 2,017,976	\$ 1,975,632
3. Actuarial present value of future contributions from other sources	N/A	N/A
4. Amount of active members' accumulated contributions	\$ 1,771,075	\$ 1,771,075
5. Actuarial present value of future salaries and future benefits at entry age	N/A	N/A
6. Actuarial present value of future employee contributions at entry age	N/A	N/A

Actuarial Impact Statement as of October 1, 2018

General Employees / Senior Management Employees

<u>Date</u>	<u>Unfunded Actuarial Accrued Liabilities</u>	<u>Current Unfunded Liabilities</u>	<u>Amortization Payment</u>	<u>Remaining Funding Period</u>
10/01/2009	Combined Bases *	\$ 1,727	\$ 180	15 years
10/01/2010	Actuarial (Gain) / Loss	202,973	17,466	22 years
10/01/2010	Assumption Changes	(109,046)	(9,383)	22 years
10/01/2011	Actuarial (Gain) / Loss	74,190	6,268	23 years
10/01/2012	Actuarial (Gain) / Loss	144,335	11,992	24 years
10/01/2012	Assumption Changes	109,052	9,061	24 years
10/01/2013	Actuarial (Gain) / Loss	77	6	25 years
10/01/2014	Actuarial (Gain) / Loss	79,239	6,392	26 years
10/01/2015	Actuarial (Gain) / Loss	139,573	11,114	27 years
10/01/2015	Assumption Changes	129,570	10,318	27 years
10/01/2015	Plan Amendment	271,565	21,625	27 years
10/01/2016	Actuarial (Gain) / Loss	282,350	22,217	28 years
10/01/2016	Assumption Changes	34,263	2,696	28 years
10/01/2017	Actuarial (Gain) / Loss	(212,997)	(16,576)	29 years
10/01/2018	Actuarial (Gain) / Loss	124,125	9,562	30 years
10/01/2018	Plan Amendment	1,432,233	110,332	30 years
	Total	\$ 2,703,229	\$ 213,270	

* Combined per Internal Revenue Code Regulation 1.412(b)-1

This Actuarial Valuation and/or cost determination was prepared and completed by us or under our direct supervision, and we acknowledge responsibility for the results. To the best of our knowledge, the results are complete and accurate, and in our opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the Plan and/or paid from the Plan's assets for which liabilities or current costs have not been established or otherwise provided for in the valuation. All known events or trends which may require material increase in Plan costs or required contribution rates have been taken into account in the valuation.

Jennifer Borregard

Jennifer M. Borregard, E.A.
Enrollment Number: 17-07624
Date: January 10, 2020

Michelle Jones

Shelly L. Jones, A.S.A.
Enrollment Number: 17-08684

Outline of Principal Provisions of the Retirement Plan

A. Effective Date:

January 1, 1962. Most recent amendatory Ordinance considered: 16-2392.

B. Eligibility Requirements:

All regular, full-time employees are eligible upon employment. The Town Manager and Town Attorney have the right to opt out of the Plan.

C. Creditable Service:

All service of a member measured in years and completed calendar months since latest date of hire with the Town.

D. Average Final Compensation (AFC):

The average of basic compensation during the highest three years (five years for General Employees) of the ten years preceding termination of employment; does not include bonuses, overtime, lump sum payments of unused leave or other nonregular payments.

E. Normal Retirement:

1. Eligibility:

For sworn Police Officers, the earliest of (1) age 52 with 20 years of Creditable Service, (2) age 62 with 5 years of Creditable Service, (3) completion of 25 years of Creditable Service or (4) the completion of 15 years and 4 months of service if hired on a full time basis in March 2003. For a participating Town Manager and the Town Attorney, the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 64 with 7 years of Creditable Service. For all other employees, the earliest of (1) age 50 with 20 years of Creditable Service, (2) age 52 with 15 years of Creditable Service or (3) age 55 with 10 years of Creditable Service.

2. Benefit:

Period of Service	Benefit Accrual Rate per Year of Service Based on Employee Contribution Rate of			
	5%	6%	7%	8%
Before 10/1/1979	1 2/3%	N/A	N/A	N/A
10/1/1979 - 6/30/1996	1 2/3%	N/A	2.0%	N/A
7/1/1996 - 1/31/2003	1 2/3%	N/A	2.0%	2.5%
2/1/2003 - 9/30/2005	2.0%	2.5%	N/A	N/A
10/1/2005 - 9/30/2006	2.0%	2.5%	N/A	3.0% ¹
10/1/2006 - 9/30/2016	2.0%	2.5%	N/A	3.5% ¹
10/1/2016 forward	N/A	N/A	2.65% ²	2.8% ² / 3.0% ³ / 3.5% ¹

Maximum benefit is 90% (75% prior to October 1, 2006) of AFC for Police Officers, 80% (68% prior to January 1, 2020, 60% prior to October 1, 2016) of AFC for General Employees and 80% (60% prior to October 1, 2016) of AFC for Senior Management Employees.

¹ For Police Officers only.

² For General Employees only.

³ For Senior Management Employees only.

Outline of Principal Provisions of the Retirement Plan

3. Form of Payment:

Straight life annuity with guaranteed refund of Accumulated Contributions (with options available).

F. Early Retirement:

1. Eligibility:

20 years of Creditable Service regardless of age.

2. Benefit:

Same as Normal Retirement Benefit using AFC and Creditable Service as of Early Retirement Date but payable at Normal Retirement Date assuming continued employment. Alternatively, benefits may commence immediately after reduction of 0.5% for each month early.

G. Delayed Retirement:

1. Eligibility:

Retirement after Normal Retirement Date.

2. Benefit:

Calculated in the same manner as Normal Retirement Benefit using AFC and Creditable Service as of delayed retirement date.

H. Disability Retirement:

1. Service Connected:

a) Eligibility:

Total and permanent disability incurred prior to normal retirement date as a direct result of performance of service to the Town and eligible for Social Security disability benefits.

b) Benefit:

75% (if injury) or 45% (if disease) of the rate of pay in effect on date of disability payable for life or until recovery. For General Employees, less Social Security disability benefits; there is an offset for Workers' Compensation to the extent that the disability benefit plus the Workers' Compensation benefit exceed 100% of preretirement salary.

2. Non-Service Connected:

a) Eligibility:

Total and permanent disability not incurred as a direct result of performance of service to the Town.

Outline of Principal Provisions of the Retirement Plan

b) Benefit:

Accrued pension benefit.

I. Death Benefit:

1. Pre-Retirement:

Refund of Accumulated Contributions

2. After Normal Retirement Date but before Actual Retirement:

Survivor benefit payable in accordance with optional form of benefit chosen by member.

3. After Retirement:

Refund of any remaining Accumulated Contributions or optional survivor's benefits if elected.

J. Accumulated Contributions:

The sum of all amounts contributed by members including 4% interest on contributions made after January 1, 1979. Effective January 1, 2009, member contributions are *picked-up* by the Town.

K. Termination Benefit:

Upon termination prior to normal or early retirement date a member shall be entitled to choose (1) or (2) below, where:

1. A refund of Accumulated Contributions.
2. The benefit as for normal retirement using AFC and Creditable Service as of date of termination multiplied by the applicable percentage on the table below, commencing upon the earliest date a member would have attained normal retirement had he remained in service (age 65 for General Employees).

<u>Years of Creditable Service</u>	<u>Percentage</u>	
	<u>General Employees</u>	<u>Police Officers</u>
Less than 5	0%	0%
5	50%	100%
6	60%	100%
7	70%	100%
8	80%	100%
9	90%	100%
10 or more	100%	100%

3. A participating Town Manager and the Town Attorney 100% vested upon completion of 7 years of Creditable Service.

Outline of Principal Provisions of the Retirement Plan

L. Cost of Living Increase

For Police Officers and Communication Employees, a 1.5% automatic annual cost of living increase is provided for all current and future retirees, disableds, beneficiaries and vested terminated members.

For General and Senior Management retirees, disableds, beneficiaries and vested terminated members who retire before January 1, 2020, a 1.5% automatic annual cost of living increase is provided. For General and Senior Management retirees, disableds, beneficiaries and vested terminated members who retire on or after January 1, 2020, a 2.0% automatic annual cost of living increase is provided.

M. Deferred Retirement Option Program (DROP)

1. Eligibility: Attainment of normal retirement date.
2. The maximum period of participation in the DROP is five (5) years.
3. An employee's account in the DROP program shall be credited with interest based upon actual Fund investment return.
4. No payment may be made from DROP until the employee actually separates from service with the Town.

N. Changes Since Previous Actuarial Valuation

Normal Retirement was:

Eligibility:

For all other employees, the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 65 with 10 years of Creditable Service.

Benefit:

Maximum benefit was 68% of AFC for General Employees (60% prior to October 1, 2016).

Early Retirement was:

Eligibility:

The earlier of (a) age 55 with 15 years of Creditable Service, or (b) 20 years of Creditable Service

Cost of Living Increases were:

A 1.5% automatic annual cost of living increase is provided for all current and future retirees, disableds, beneficiaries and vested terminated members.

Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation

A. Mortality

General Mortality Assumptions:

For healthy male participants during employment, RP 2000 Combined Male Healthy Participant Mortality Table, with 50% White Collar / 50% Blue Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB. For healthy female participants during employment, RP 2000 Combined Female Healthy Participant Mortality Table, with White Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB.

For healthy male participants post employment, RP 2000 Annuitant Male Mortality Table, with 50% White Collar / 50% Blue Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB. For healthy female participants post employment, RP 2000 Annuitant Female Mortality Table, with White Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB.

For disabled male participants, RP 2000 Disabled Male Mortality Table, setback four years, without projected mortality improvements. For disabled female participants, RP 2000 Disabled Female Mortality Table, set forward two years, without projected mortality improvements.

Sample Ages (2018)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Male	Female	Male	Female
	55	30.53	33.57	30.10
60	25.60	28.54	25.44	28.44
62	23.70	26.58	23.60	26.52

Sample Ages (2038)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Male	Female	Male	Female
	55	32.67	35.41	32.26
60	27.78	30.38	27.63	30.30
62	25.87	28.40	25.78	28.35

Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation

A. Mortality (cont'd)

Police Mortality Assumptions:

For healthy participants during employment, RP 2000 Combined Healthy Participant Mortality Tables, separate rates for males and females, with 90% Blue Collar Adjustment / 10% White Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB.

For healthy participants post employment, RP 2000 Annuitant Mortality Tables, separate rates for males and females, with 90% Blue Collar Adjustment / 10% White Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB.

For disabled male participants, 60% RP 2000 Disabled Male Mortality Table setback four years / 40% RP 2000 Annuitant Male Mortality Table, with White Collar Adjustment and no setback, without projected mortality improvements. For disabled female participants, 60% RP 2000 Disabled Female Mortality Table set forward two years / 40% RP 2000 Annuitant Female Mortality Table, with White Collar Adjustment, without projected mortality improvements.

Sample Ages (2018)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Male	Female	Male	Female
	55	29.84	32.60	29.33
60	24.96	27.56	24.76	27.41
62	23.09	25.59	22.97	25.49

Sample Ages (2038)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Male	Female	Male	Female
	55	32.06	34.54	31.57
60	27.21	29.49	27.03	29.36
62	25.34	27.51	25.23	27.42

Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation

B. Investment Return

7.25%, compounded annually - net of investment expenses includes inflation at 2.50%.

C. Allowances for Expenses or Contingencies

Estimated expenses for upcoming year, not including investment related expenses.

D. Employee Withdrawal Rates

Withdrawal rates for males and females were used in accordance with the following illustrative examples:

<u>General Employees</u>	
<u>Age</u>	<u>Withdrawal Rate</u>
Under 25	30.0%
25 - 29	20.0%
30 - 34	15.0%
35 - 39	10.0%
40 - 44	9.0%
45 - 49	8.0%
50 - 54	7.0%
55 - 60	6.0%
60 & over	5.0%

<u>Police Officers</u>	
<u>Service</u>	<u>Withdrawal Rate</u>
0 - 4	12.0%
5 - 6	10.0%
7	5.0%
8	2.0%
9 & over	1.0%

Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation

E. Salary Increase Factors

Current salary is assumed to increase at a rate based on the tables below - includes assumed wage inflation of 3.0%.

General Employees	
<u>Service</u>	<u>Salary Increase</u>
0 - 3	6.5%
4 - 5	6.0%
6	5.0%
7 - 9	4.5%
10 & over	4.0%

Police Officers	
<u>Service</u>	<u>Salary Increase</u>
0 - 2	8.0%
3	7.0%
4 - 5	6.0%
6	5.0%
7 & over	4.0%

F. Disability Benefits

1. Rates: See Table Below
2. Percent Service Connected: 25% for General, 80% for Police.
3. Assume 50% of Service Connected Disabilities are due to injury and 50% are due to disease.

Age	Annual Rate of Disability	
	General Employees	Police Department
20	0.07%	0.14%
30	0.11%	0.18%
40	0.19%	0.30%
50	0.51%	1.00%
60	1.66%	0.00%

Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation

G. Smoothed Actuarial Value of Assets

The method used for determining the smoothed actuarial value of assets phases in the deviation between the expected and actual return on assets at the rate of 20% per year. The smoothed actuarial value of assets will be further adjusted to the extent necessary to fall within the corridor whose lower limit is 80% of the fair market value of Plan assets and whose upper limit is 120% of the fair market value of Plan assets.

H. Assumed Retirement Age

		Annual Rate of Retirement*		
Age	General Employees	Senior Management	Age	Police Officers
Rates when the maximum benefit cap is not applicable				
40	N/A	N/A	40	3%
41-45	4%	4%	41-45	2%
46-47	3%	3%	46-47	1%
48-49	2%	2%	48-50	1%
50-64	5%	5%	51 & over	1%
65-69	50%	50%	NRA	50%
70	100%	100%	Past NRA	50%
Rates when the maximum benefit cap is applicable				
50-64	100%	35%		
65-69	100%	50%		
70	100%	100%		

100% of members are assumed to retire upon reaching age 65 for Police Officers.

* For Employees who meet the age and service eligibility requirements for normal or early retirement

I. Marriage Assumption

100% of all members are assumed to be married. Wives are assumed to be three years younger than their husbands.

J. Actuarial Funding Method

Normal Retirement, Termination, Disability, and Death Benefits: Entry-Age-Actuarial Cost Method.

Under this method the normal cost for each active employee is the amount which is calculated to be a level percentage of pay that would be required annually from his age at hire to his assumed retirement age to fund his estimated benefits, assuming the Plan has always been in effect. The normal cost for the Plan is the sum of such amounts for all employees. The actuarial accrued liability as of any valuation date for each active employee or inactive employee who is eligible to receive benefits under the Plan is the excess of the actuarial present value of estimated future benefits over the actuarial present value of current and future normal costs. The unfunded actuarial accrued liability as of any valuation date is the excess of the actuarial accrued liability over the smoothed actuarial value of assets of the Plan.

Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation

K. Change Since Previous Actuarial Valuation

Assumed Retirement Age was:

Age	Annual Rate of Retirement*	
	General Employees	Police Officers
40	N/A	3%
41-45	4%	2%
46-47	3%	1%
48-50	2%	1%
51 & over	1%	1%
NRA	40%	50%
Past NRA	50%	50%

100% of members are assumed to retire upon reaching age 70 for General Employees and age 65 for Police Officers.

* For Employees who meet the age and service eligibility requirements for normal or early retirement

Retirement Benefit Comparison for General Employees
October 2019

RETIREMENT BENEFIT	SURFSIDE	BAL HARBOUR	BAY HARBOR	MIAMI BEACH	Pension Board Proposal
<p>Normal Retirement Date (general employees)</p>	<p>* 62 birthday and 15 years of credited service; or * 65 birthday and 10 years of credited service</p>	<p>* Age 57 regardless of service; * 55 birthday and 25 years of credited service; or * 30 years of continuous service, regardless of age</p>	<p>* 52 birthday and 20 years of credited service; or * 55 birthday and 10 years of credited service; or * 65 birthday without regard to length of credited service</p>	<p>* Age 50 and 5 years of credited service (Tier A- All other members); or * Age 55 and 5 years of credited service (Tier B - AFSCME hired on or after April 30, 1993; members classified as GSA or other hired on or after August 1, 1993, members of CWA hired on or after February 21, 1994; and unclassified members hired on or after October 18, 1992) * Age 55 and 30 years of service or age 62 with 5 years of service (Tier C - All members hired on or after September 30, 2010 (October 27, 2010 for members of CWA). Benefits for employees hired on or after July 14, 2010 and prior to September 31, 2013-The normal retirement date shall be as provided in sec. 66, except that a member must complete at least five years of creditable service, and must attain age 48 to be eligible for "Rule of 70" retirement.</p>	<p>Attainment of age 50 and completion of 20 years of service; the attainment of age 52 and completion of 15 years of service; or the attainment of age 55 and the completion of 10 years of service</p>

Retirement Benefit Comparison for General Employees
October 2019

Benefit CAP	% general; 80 % Senior Management	100%	100%	90 % cap for Tier A members; 80% cap for Tier B and C members	Increase maximum benefit cap to 80%
RETIREMENT BENEFIT	SURFSIDE	BAL HARBOUR	BAY HARBOR	MIAMI BEACH	Pension Board Proposal
Current Multiplier	2.8 % general employees, and 3% senior management	3%	2.75%	3%	
Vesting Schedule	5 years of service = 50%; 6 years of service = 60%; 7 years of service = 70%; 8 years of service = 80%; 9 years of service = 90% and 10 years of service = 100 %	Less than 1 year of service = 0 %; 1 year of service = 10%; 2 years of service = 20%; 3 years of service = 30%; 4 years of service = 40%; 5 years of service = 50%; 6 years of service = 60%; 7 years of service = 70%; 8 years of service = 80%; 9 years of service = 90% and 10 years of service = 100 %	For members who terminate service on or after February 12, 2018 : * Less than 5 completed years of service = none * 5 completed years of service = 100%		
COLA	1.50%	2.50%		2.5 % Tier A and Tier B; 1.5% Tier C	2%

**Retirement Benefit Comparison for General Employees
October 2019**

Member Contribution	8%	8%	<p>At a minimum 2% ; General employee members desiring to increase their benefit accrual rate for membership may at their individual discretion, elect to make additional, voluntary contribution to the fund such that the total amount will be any full percentage rate from three percent to ten percent.</p>	12 % Tier A; 10% Tier B and C
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MEMORANDUM

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: April 20, 2020
Subject: Retirement Plan Funding Ratio

Pursuant to Town Commission's direction at the April 16, 2020 Town Commission meeting regarding the Retirement Plan Funding Ratio, the following information reviews the Funding Ratio comparison:

In 2012, the mortality assumption was updated, this led to a decrease in the Funded Ratio of approximately 0.7%.

In 2013, the Funded Ratio, as reported under GASB, was changed to be the Market Value of Assets divided by the trailing Liability (the liability a year before the actual reporting date) – however, the Funded Ratio below is a Funded Ratio Calculation that our actuarial firm, Gabriel Roeder Smith (GRS) prepared so that a comparison could be made. Using the actuarial report assures an independent statement. (Please note that the Actuarial Value of Assets is a five-year smoothed asset value).

You will notice that from 2008 to 2012 the Funded Ratio decreased 17.3%. From 2012 to 2018 a relatively steady Funded Ratio was maintained.

The main reason for the decrease in Funded Ratio from 2008 to 2012 was the Great Recession. Additionally, the smoothing used in the Asset Value in the Funded Ratio, the impact of the Great Recession on the asset value was not fully reflected out until 5 years after the crisis.

Other factors include:

In 2015, the mortality table was updated, pursuant to Florida Statute, and the investment return assumption was lowered from 7.50% to 7.25% (along with other demographic assumption changes after an experience study was performed). This decreased the Funded Ratio by 1.9%.

Reducing the investment return assumption and updating the mortality rate assumption immediately increases the liability and thus, produces an immediate decrease in the Funded Ratio. However, the expectation is that these changes will better align the assumptions and help to lower future potential actuarial gains/losses on the assumption in future years.

Additionally, in 2016, the plan was amended for General Employees by creating a senior management class, changing retirement eligibility and vesting for Town Attorney, who at the time was a Town employee, along with increased benefit accrual rates, benefit cap and employee contributions for general employees and senior management. This led to a decrease in the Funded Ratio of approximately 1.3%. Please note this decrease in the Funded Ratio was ultimately funded by the General Employees.

In 2016, the mortality table was updated, this resulted in a decrease in the Funded Ratio of approximately 0.4%.

Year	Funded Ratio
*10/01/2007	109.5%
10/01/2008	106.7%
10/01/2009	100.3%
10/01/2010	99.1%
10/01/2011	94.1%
10/01/2012	89.4%
10/01/2013	89.6%
10/01/2014	90.3%
10/01/2015	87.6%
10/01/2016	87.2%
10/01/2017	89.4%
10/01/2018	89.1%

The figures for 2019 will be available once the audit and the impact statements are concluded.

*The year 2007 is included to show the Funded Ratio at the onset of the Great Recession.

Investment periods that impacted the plan the most were: FY 2008 (-13.3%), 2009 (-.6%), 2011 (-2.4%), 2015 (-0.4%), 2019 (+4.6%).

Plan highlights:

2010: The portfolio target was 60% equities, 10% REIT and 30% fixed. The market value was \$10.7 million.

2011: Convertible securities were added to provide additional diversification.

2012: The S&P500 index fund was added to enhance performance. This action lowered plan expenses.

2014: Private Real Estate was added to complement Public REIT. The Pension Board hired MEPT, a core private fund with quarterly liquidity. Funding came from fixed income. The new portfolio target: 57% Equities, 5% REIT, 5% Private, 5% Convertibles, 25% Fixed, 3% Cash.

2018: The Pension Board converted iShares index funds to Fidelity index funds to capture additional savings.

2019: The fund ranked favorably across all time periods. The market value of the plan was \$24.2 million.

Looking back over a rolling 10-year periods, the fund ranked above median 70% of the time.

The plan's annualized rate of return from October 1, 2009 to September 30, 2019 was 8%.

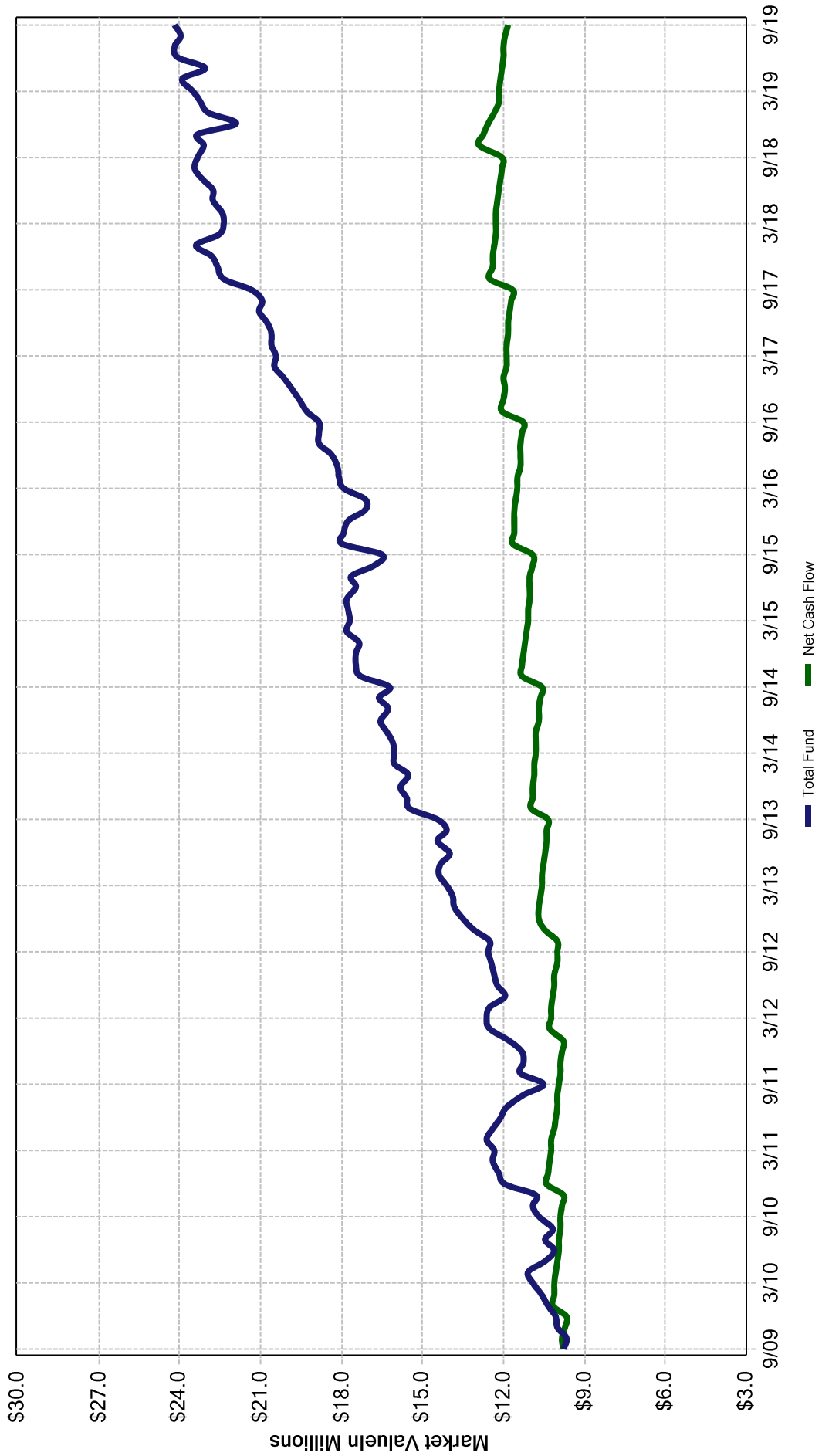
It is important to note that the Town has always funded the total amount of the actuarial required payment.

Enclosures: Growth of Investments and Fiscal Year Rates of Return charts

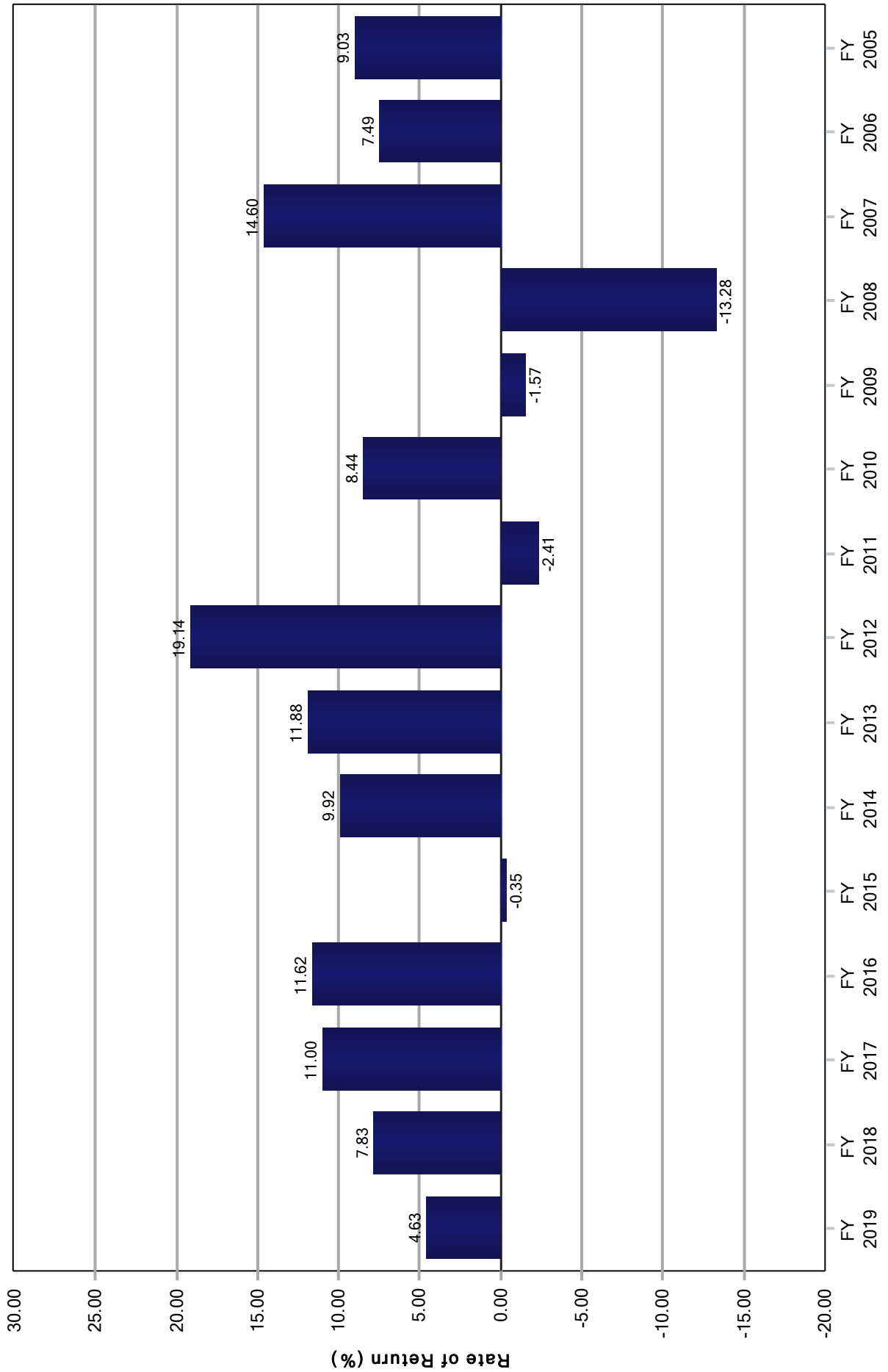
Reviewed by GO

Prepared by YSM

Retirement Plan For Employees Of The Town Of Surfside
 Growth of Investments
 October 1, 2009 Through September 30, 2019



Retirement Plan For Employees Of The Town Of Surfside
 Fiscal Year Rates of Return
 September 30, 2019



ORDINANCE NO. 16-1652

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CODE OF THE TOWN OF SURFSIDE REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-171 OF THE TOWN CODE TO CREATE A DEFINITION OF THE TERM SENIOR MANAGEMENT EMPLOYEE; AMENDING SECTION 2-176(a)(4) OF THE TOWN CODE TO PROVIDE FOR SEVEN YEAR VESTING FOR THE TOWN ATTORNEY; AMENDING SECTION 2-176(c)(1) OF THE TOWN CODE TO INCREASE THE BENEFIT ACCRUAL RATE FOR GENERAL EMPLOYEES AND INCREASING THE BENEFIT CAP FROM 60% TO 68% OF FINAL AVERAGE COMPENSATION; AMENDING SECTION 2-176(c)(1) OF THE TOWN CODE TO INCREASE THE BENEFIT ACCRUAL RATE FOR SENIOR MANAGEMENT EMPLOYEES AND INCREASING THE BENEFIT CAP FROM 60% TO 80% OF FINAL AVERAGE COMPENSATION; AMENDING SECTION 2-180(a) OF THE TOWN CODE TO INCREASE IN THE GENERAL EMPLOYEE AND SENIOR MANAGEMENT EMPLOYEE PICK-UP PENSION CONTRIBUTION BY 2%; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside sponsors a defined benefit retirement plan for employees of the Town of Surfside ("Retirement Plan"); and

WHEREAS, the Board of Trustees of the Retirement Plan has recommended increasing the employee contribution to purchase a higher pension benefit; and

WHEREAS, general employees currently contribute either 5% or 6% of pensionable earnings; and

WHEREAS the actuary for the Board of Trustees has determined that increasing the general employee member contribution from 6% to 8% would provide a 2.8% multiplier. For the employee contributing at the 5% rate, increasing the employee member contribution to 7% would provide a 2.65% multiplier; and

WHEREAS, the Retirement Plan does not currently contain a higher tier benefit for Senior Management Employees; and

WHEREAS, the Board of Trustees has recommended increasing the multiplier and benefit cap for Senior Management Employee; and

WHEREAS, the actuary for the Board of Trustees has determined the financial effect of increasing the Senior Management Employee contribution from 6% to 8% and the multiplier from 2.5% to 3%; and

WHEREAS, the current Town Code provides for the Town Manager to be deemed fully vested at the attainment of age 64 and the completion of 7 years of creditable service; and

WHEREAS, the Retirement Plan does not currently contain a similar benefit for the Town Attorney; and

WHEREAS, the Board of Trustees has recommended providing the Town Attorney to be deemed fully vested at the attainment of age 64 and the completion of 7 years of credited service; and

WHEREAS, the Town Commission held its first public hearing on September 13, 2016 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on October 13, 2016; and

WHEREAS, the Town Commission finds the proposed amendments to the Code in the best interest of the Town.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION OF SURFSIDE TOWN, FLORIDA; AS FOLLOWS:

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

Section 2. Town Code Amended. SECTION 2-171, Definitions, is hereby amended and to be read as follows:

Sec. 2-171. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Senior Management Employee: For purposes of the new Senior Management Tier benefit, **Senior Management Employee means the Town Manager, Town Attorney, Town Clerk, Building and Zoning Department Director, Code Compliance Director, Finance Director, Human**

Resources Director, Parks and Recreation Director, Public Works Director, Tourism, Economic Development and Community Services Director.

Section 3. SECTION 2-176, Service Retirement Allowance, is hereby amended and to be read as follows:

Sec. 2-176. Service Retirement Allowance.

(a) *Normal Retirement date.* Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective October 1, 1984, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

(4) For the Town Attorney:

a. The attainment of age 62 and the completion of 15 years of creditable service; or

b. The attainment of age 64 and the completion of seven years of creditable service who shall be deemed fully vested upon the completion of seven years of creditable service.

(c) *Computation of annuity.*

(1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to 12/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to 12/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each

member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or Senior Management employees, effective October 1, 2016:

(i) for each member who contributes at the rate of eight percent (8%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and eight-tenths percent (2.8%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;

(ii) for the member who contributes at the rate of seven percent (7%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent (2.65%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and

(iii) in no event shall the total annuity as computed above for any member exceed sixty-eight percent (68%) of monthly average final compensation.

For members who are Senior Management employees, effective October 1, 2016:

(i) the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to three percent (3%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and

(ii) in no event shall the total annuity as computed above for any Senior Management employee exceed eighty percent (80%) of monthly average final compensation.

Section 4. SECTION 2-180, Contributions by Members, is hereby amended and to be

read as follows:

~~(a) For members who are not police officers, beginning on the date of establishment of the plan, each town employee who is a member of the plan shall contribute five percent of earnable compensation, based on his regular salary, accruing on and after such date and up to September 30, 1979. Each member of the plan on October 1, 1979, and each employee who becomes a member after October 1, 1979, shall have the irrevocable option of contributing either five percent or seven percent of his earnable compensation from January 1, 1980. Each member of the plan as of July 1, 1996, shall have the one-time irrevocable option of raising his contribution rate from five percent to either seven percent or eight percent of earnable compensation, or from seven percent to eight percent of earnable compensation. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. Each employee who becomes a member of the plan after July 1, 1996 shall thereupon have the one-time irrevocable option of contributing either five percent or eight percent of earnable compensation. Each member of the plan as of February 1, 2003 who is contributing at the rate of five percent of earnable compensation shall have the one-time irrevocable option of raising his contribution rate from five percent to six percent. For each member who contributes at the rate of seven or eight percent of earnable compensation on January 31, 2003, the contribution~~

~~rate shall be six percent of earnable compensation on and after February 1, 2003. Each employee who becomes a member on or after February 1, 2003 shall contribute six percent of earnable compensation. Such contribution by any member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of 60 percent of average final compensation.~~ For members who are not police officers or Senior Management Employees, effective October 1, 2016:

- (i) The employee contribution for employees contributing six percent (6%) of earnable compensation shall be increased to eight percent (8%) of earnable compensation;
- (ii) The employee contribution for the employee contributing five percent (5%) of earnable compensation shall be increased to seven percent (7%) of earnable compensation;
- (iii) Employee contributions by any member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of sixty-eight percent (68%) of average final compensation.

For members who are Senior Management Employees, effective October 1, 2016:

- (i) The employee contribution shall be increased to eight percent (8%) of earnable compensation;
- (ii) Employee contributions by any Senior Management member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of eighty percent (80%) of average final compensation.

Section 5. All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 6. Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

Section 7. It is the intention of the Commission of the Town of Surfside that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 8. This ordinance shall become effective upon final passage.


PASSED and ADOPTED on second reading this 13th day of October 2016.

On Final Reading Moved by: Commissioner Paul

On Final Reading Second by: Commissioner Karukin

FINAL VOTE ON ADOPTION:

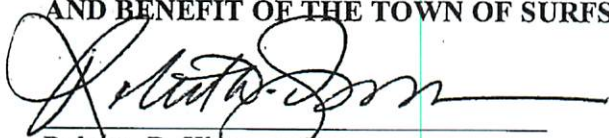
Commissioner Daniel Gielchinsky	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Barry Cohen	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>



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:**


Robert D. Klausner, Esq.
General Counsel
The Retirement Plan for Employees of the Town of Surfside

—

ORDINANCE NO. 2020-1707

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CODE OF THE TOWN OF SURFSIDE REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-176(a) OF THE TOWN CODE TO LOWER RETIREMENT AGES FOR NON-PUBLIC SAFETY EMPLOYEES CONSISTENT WITH MAXIMUM BENEFIT LIMITATIONS; AMENDING SECTION 2-176(c) OF THE TOWN CODE TO INCREASE THE MAXIMUM BENEFIT LIMITATION FROM 68% TO 80% FOR GENERAL EMPLOYEES; AMENDING SECTION 2-192 OF THE TOWN CODE TO INCREASE THE COST OF LIVING ADJUSTMENT FROM 1.5% TO 2% PER YEAR FOR NON-PUBLIC SAFETY EMPLOYEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside sponsors a defined benefit retirement plan for employees of the Town of Surfside (“Retirement Plan”);

WHEREAS, the Board of Trustees of the Retirement Plan, after a review of benefits in surrounding cities, has recommended enhancing pension benefits to align retirement ages with the Retirement Plan’s maximum benefit limitation (hereinafter the “benefit cap”);

WHEREAS, general employees currently contribute 8% of pensionable earnings;

WHEREAS, the maximum benefit cap for general employees is currently 68% for general employees and 80% for management employees;

WHEREAS, approximately 63% of general employees reach the maximum benefit cap of 68% before they are eligible to retire;

WHEREAS, notwithstanding the pension cost, there are anticipated to be savings from a recruitment standpoint, by reducing turnover and making the Retirement Plan more competitive with surrounding cities;

WHEREAS, the Commission of the Town of Surfside believes that the adoption of this amendment is in the best interests of the citizens and taxpayers of the Town;

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Surfside:

Section 1. SECTION 2-176(a), Service Retirement Allowance, is hereby amended and to be read as follows:

Sec. 2-176. Service Retirement Allowance.

- (a) Normal retirement date. Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective ~~October 1, 1984~~ January 1, 2020, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

- (2) For members who are not sworn law enforcement officers, the earliest of:
- a. ~~The attainment of age 62 and the completion of 15 years of creditable service; or~~
 - b. ~~The attainment of age 65 and the completion of ten years of creditable service.~~
 - a. The attainment of age fifty (50) and completion of twenty (20) years of service;
 - b. The attainment of age fifty-two (52) and completion of fifteen (15) years of service; or
 - c. The attainment of age fifty-five (55) and completion of ten (10) years of service.

Section 2. SECTION 2-176(c), Service Retirement Allowance, is hereby amended and to be read as follows:

Sec. 2-176. Service Retirement Allowance.

- (c) Computation of annuity:
- (1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to 1 2/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered

prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to $1\frac{2}{3}$ percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or senior management employees, effective October 1, 2016:

- (i) For each member who contributes at the rate of eight percent (8%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and eight-tenths percent (2.8%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;
- (ii) For the member who contributes at the rate of seven percent (7%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent (2.65%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and
- (iii) In no event shall the total annuity as computed above for any member exceed ~~sixty-eight~~ eighty percent (68% 80%) of monthly average final compensation, effective January 1, 2020.

Section 3. SECTION 2-192, Cost-of-living adjustment for retired members and their beneficiaries, is hereby amended and to be read as follows:

Sec. 2-192. - Cost-of-living adjustment for retired members and their beneficiaries.

- (a) The purpose of this section is to provide a cost-of-living adjustment to the benefits payable to retired members on or after January 1, 2004 and their beneficiaries.
- (b) Commencing on the first day of January, 2004 and on the first day of each January thereafter, the benefit of each retired member or beneficiary shall be adjusted as follows:
 - (1) The amount of the monthly benefit payable for the 12-month period commencing on the first adjustment date shall be the amount of the monthly benefit plus one and one-half percent. The amount of the monthly benefit payable for subsequent twelve-month periods shall be the amount of the monthly benefit being received on January 1 immediately preceding the adjustment date plus an amount equal to one and one-half percent of said benefit. Effective January 1, 2020, the cost of living benefit shall be two percent (2%) for all members who retire on or after January 1, 2020.

Section 4. All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 5. Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

Section 6. It is the intention of the Commission of the Town of Surfside that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. This ordinance shall become effective upon final passage.

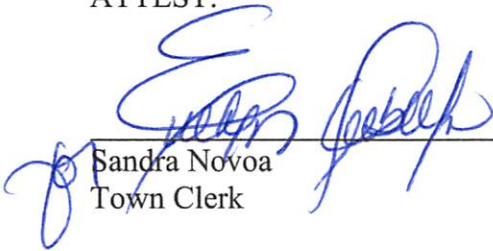
PASSED AND ADOPTED ON FIRST READING, this 10th day of December, 2019 with a 5-0 vote.

PASSED AND ADOPTED ON SECOND READING, this 14th day of January, 2020 with a 5-0 vote.



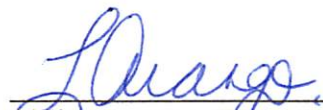
Daniel Dietch, Mayor

ATTEST:



Sandra Novoa
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**



Lillian Arango, Town Attorney

Moved by: Commissioner Karukin

Second by: Commissioner Paul

Vote:

Mayor Dietch	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>
Vice Mayor Daniel Gielchinsky	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>
Commissioner Barry Cohen	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>
Commissioner Michael Karukin	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>
Commissioner Tina Paul	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>



MEMORANDUM

ITEM NO. 5W

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 12, 2020
Subject: Increase Lighting Plan

At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide a plan for the increase of residential street lighting.

Please find attached requested report being provided with this communication.

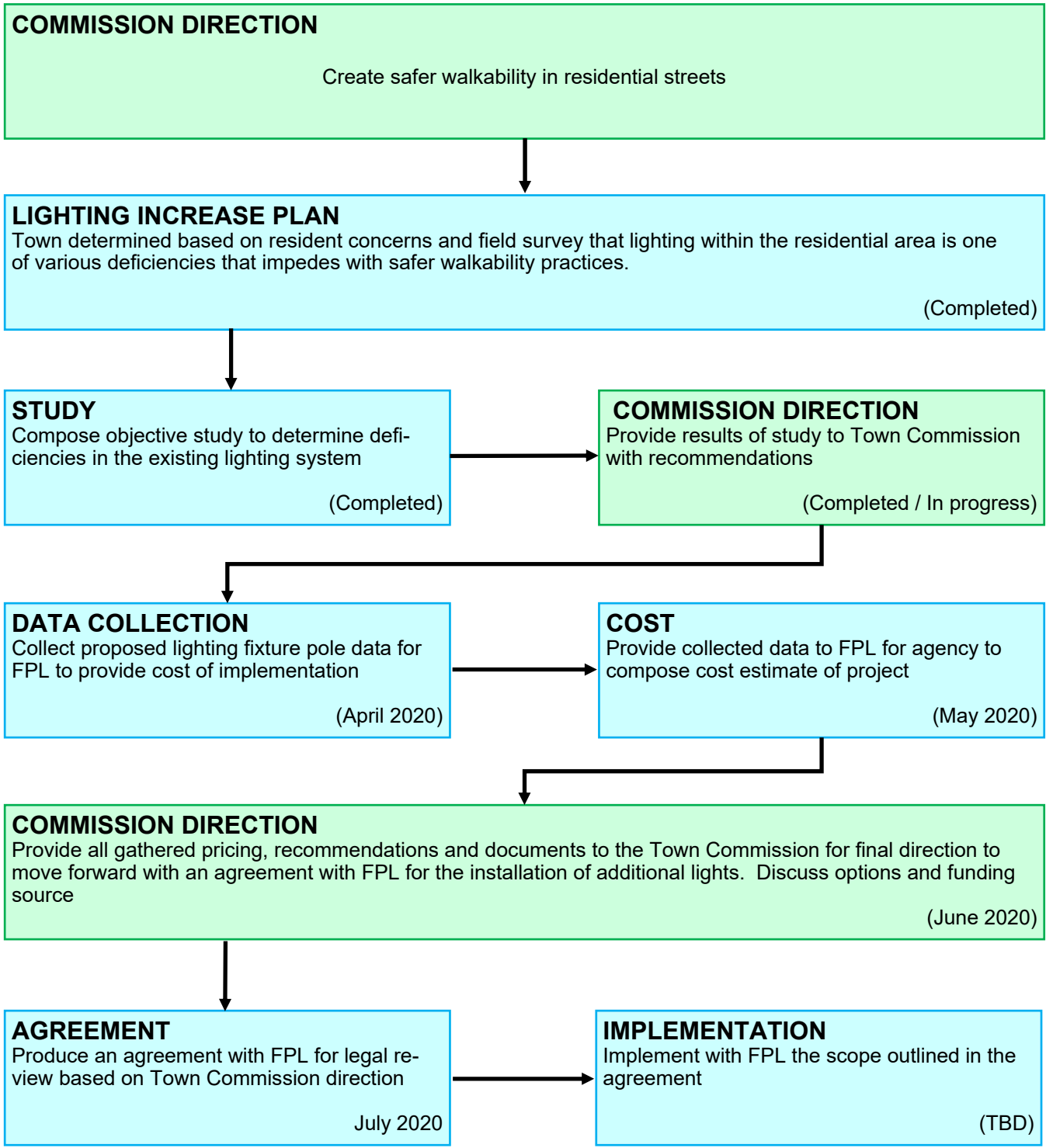
Reviewed by: HG/RS

Prepared by: HG



Town of Surfside Public Works Department Safer Walkability- Increased Lighting Plan

Update as of March 30th, 2020





MEMORANDUM

ITEM NO.

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

From: Guillermo Olmedillo, Town Manager

Date: February 28th, 2020

Subject: Analysis for Determination of Additional Lighting Locations in Residential Areas within the Town of Surfside

The Town of Surfside, in an effort to address pedestrian safety and promote walkability within the Town, recently partnered with Florida Power and Light (FPL) to upgrade all residential street lighting from high pressure sodium bulbs to Light Emitting Diodes (LED). The lighting upgrade project was completed in January 2020 with a total of 236 fixtures changed. After the conversion, the Public Works Department performed various nightly walkthroughs to evaluate the outcome of the conversion. As a result, a 33% increase in illumination per fixture was obtained. This determination was made by comparison of photometrics of both the new LED lighting and high-pressure sodium bulbs. Photometrics is the measurement of lighting. For the comparisons made, photometric data used was the surface coverage of lighting onto asphalt surface from both fixtures, before and after conversion.

Illumination is not uniform throughout the Town. Even after the FPL conversion project, various “dark” areas exist that continue to remain a hazard. The Town administration will proceed to perform an analysis on illumination deficiencies still present. In order to eliminate subjectivity in the determination of the location and number of new light fixtures and or poles to have uniform illumination at the pedestrian level, the Town administration will prepare an analysis that incorporates the following:

1. Use the technical specifications of the equipment in place already obtained from FPL.
2. Use the information that the Town has already collected on the location of light fixtures including previous lighting data.
3. Draw the area illuminated from each lighting fixture, using the technical specifications already obtained.
4. Produce a map (GIS or similar) with the proposed locations of new lights and or poles.

5. Propose a plan to add lights where pedestrian level lighting does not have uniform illumination and deficiencies determined

The proposed plan allows for a non-subjective determination of areas in need of additional lighting. The proposed plan will provide hazard areas based on existing and collected data. An alternative plan to have individuals estimate where additional illumination should go based on visual interpretation can lead to subjective results. The Town administration will move forward with the presented plan of analysis as per Town Commission direction. The results will be reported to the Town Commission through an update.

Reviewed by

Prepared by

TOWN OF SURFSIDE

Public Works Department

“Residential Street Lighting Photometric Analysis and Recommendations”

February 26, 2020

9293 HARDING AVENUE,
SURFSIDE, FL 33154
PHONE: (305) 861-4863

Prepared By:



Public Works Department

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RECOMMENDATION AND CONCLUSION 15

ATTACHMENTS

- Appendix A – *“Town of Surfside Street Light Inventory”*- 1 Page
- Appendix B – *“Product Specification Photometrics”*- 3 Pages
- Appendix C – *“Street Light Photometric”* - 2 Pages
- Appendix D – *“Proposed Street Lights Map”*. - 1 Page

INTRODUCTION

The Town of Surfside is a coastal community within Miami-Dade County with approximately 5,844 residents based on 2017 population figures. The Town has various districts which include commercial high-rise, commercial retail and residential single family. Each of these districts has lighting infrastructure provided by different agencies. **Table A – “Lighting Inventory by Responsible Authority”** below outlines the total quantity of light fixtures per district and the responsible party for lighting maintenance:

Item Number	District	Responsible Party	Total # of Fixtures	Type of Fixture
1	Residential	FP&L	243	LED
2	Downtown Surfside	Town of Surfside	24	LED
3	A1A & Harding Ave	Miami-Dade County	62	High Pressure Sodium
4	Beach Ends	FP&L / Town of Surfside	11	HPS and LED

Table A – “Lighting Inventory by Responsible Authority”

Table A – “Lighting Inventory by Responsible Authority” is composed based on a Geographical Information System (GIS) mapping composed in 2018 by Town Engineer of Record (EOR), Calvin Giordano and Associates (CGA) and confirmed by the Town’s Public Works Department. The GIS map titled “Town of Surfside Street Light Inventory” can be found in **Appendix A – “Town of Surfside Street Light Inventory”**.

In late 2019, the Town of Surfside Commission approved the conversion of High-Pressure Sodium lights (HSP) throughout the residential area to Light Emitting Diode (LED) with the objective of minimizing operating costs for night-time illumination of public right of way and increase effectiveness of illumination. The lighting upgrade project was completed in January 2020 with a total of 236 fixtures changed. After the conversion, the Public Works Department performed various nightly walkthroughs to evaluate the outcome of the conversion. As a result, a 33% increase in illumination per fixture was obtained. This determination was made by comparison of photometrics of both the new LED lighting and high-pressure sodium bulbs. Photometrics is the measurement of lighting. For the comparisons made, photometric data used was the surface coverage of lighting onto asphalt surface from both fixtures, before and after conversion. The photometrics of the previous high sodium pressure bulbs (HPS) and recently installed LED fixtures can be found in **Appendix B – “Product Specification Photometrics”**.

Currently, Florida Department of Transportation (FDOT) is working with Miami-Dade County (MDC) and is scheduled to convert a portion of street lights on A1A and Harding Avenue for fiscal year 2021-2022 to LED. Additionally, the Town of Surfside converted all Town maintained street lights to LED already. During the February 2020 Town Commission meeting, the Town Commission gave direction to the Town Manager to proceed with performing a street lighting analysis in order to determine where additional lights are needed.

OBJECTIVE

Increase the quantity of residential street lighting fixtures with locations non-subjectively selected with the purpose to create safer walkability by increasing illumination during evening hours.

Illumination is not uniform throughout the Town. Even after the conversion project within the residential area, various “dark” areas exist that continue to remain a hazard for walkability during night-time hours. **Picture A** – “*Photograph of Dickens Avenue and 92nd street*” below shows the composition of dark areas and light areas as they pertain to a residential street block within the Town.



Picture A – “*Photograph of Dickens Avenue and 92nd street*”

The Town Administration performed an analysis based on information gathered and field visits in order to increase the quantity of residential street lighting fixtures with locations non-subjectively selected with the purpose of creating safer walkability by increasing illumination

during evening hours. Furthermore, a **Recommendation and Conclusion** section is provided in this analysis report to assist with Town Commission direction decision.

METHODOLOGY

In order to eliminate subjectivity in the determination of the location and number of new light fixtures to have uniform illumination at the pedestrian level, the analysis by Town administration incorporated the following items:

- Use the technical specifications of the equipment in place already obtained from FPL. This involved the comparison of photometric charts of both HPS bulbs and LED fixtures which are included in **Appendix B** – *“Product Specification Photometric”*.
- Use the information that the Town has already collected on the location of light fixtures including previous lighting data in order to overlay photometric chart data onto existing GIS maps provided in **Appendix A** – *“Town of Surfside Street Light Inventory”*.
- Draw the area illuminated from each lighting fixture, using the technical specifications already obtained onto in **Appendix A** – *“Town of Surfside Street Light Inventory”* in order to create **Appendix C** – *“Street Light Photometric”*.
- Produce a map (GIS or similar) with the proposed locations of new lights and or poles after item number 1, item number 2 and item number 3 have been evaluated. **Appendix D** – *“Proposed Street Lights Map”*.

Based on the findings, **Table C** – *“Recommendation Table”* was composed which incorporates the findings of the analysis and makes various illumination goals depending on the number of lighting fixtures proposed. This analysis does not include cost figures or cost estimates.

ANALYSIS

The analysis for residential street light photometric is provided in this section. The analysis is based on the proposed methodology that was presented to the Town Commission during the February 2020 Town Commission General Meeting.

Use the technical specifications of the equipment in place already obtained from FPL. This involved the comparison of photometric charts of both HPS bulbs and LED fixtures which are included in **Appendix B – “Product Specification Photometrics”**.

Both photometric data for high pressure sodium bulbs and LED fixtures were compared side by side. Two distances were obtained for each lighting system; these are the longitudinal distance and width distance. Longitudinal distance is referring to the distance on each side of the fixture and width distance is the distance in front of the fixture. Both distances vary depending on the height of the fixture installation. Based on the information gathered from product specification photometrics, **Table B – “Lighting Coverage by Fixture”** below was composed to present findings.

Item Number	Type of Fixture	Longitudinal Distance (Feet)	Width Distance (Feet)	Finding Source
1	High Pressure Sodium	50	40	Field Measurement
2	High Pressure Sodium	70	50	Specification Sheet
3	LED	85	40	Field Measurement
4	LED	75	20	Specification Sheet

Table B – “Lighting Coverage by Fixture”

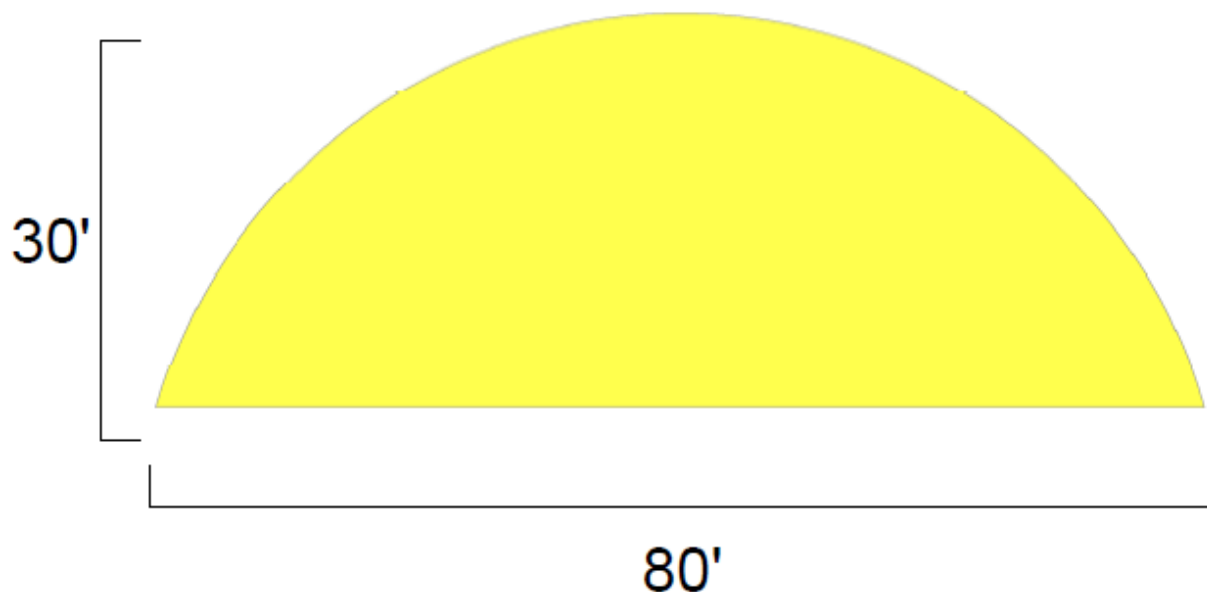
Table B – “Lighting Coverage by Fixture” also presents field measurements of each fixture as there was a difference in field conditions to product specification conditions. The difference was the height of installation. The Town of Surfside has fixtures installed higher than presented in product specification by a total of 5 feet with a margin of error of 3 feet. Based on findings, an average of both measurements was taken and presented in **Table C – “Lighting Coverage by Fixture Average”** as shown below:

Item Number	Type of Fixture	Longitudinal Distance (Feet)	Width Distance (Feet)	Finding Source
1	High Pressure Sodium	60	45	Average
2	LED	80	30	Average

Table C – “Lighting Coverage by Fixture Average”

It is worth noting that the figures present are the effective lighting of each light based on their design intent. Each fixture covers areas greater than shown in **Table B** – “*Lighting Coverage by Fixture*” but these areas are dimmer and not effective lighting areas. Secondly, **Appendix B** – “*Product Specification Photometrics*” provides photometrics in a disformed shape which resembles a dis-figured circle. For the purpose of this analysis, the photometric impact area was averaged and converted to a defined semi-circle. **Picture B** – “*Photometric Impact Area*” below presents the averaged fixture coverage area that was used for the analysis.

DIMENSIONS



Picture B – “*Photometric Impact Area*”

Picture B – “*Photometric Impact Area*” will be referred to as the illumination zone for the remainder of the analysis. It was used as an overlay onto residential street maps in order to determine areas that are not receiving effective illumination coverage. Furthermore, there is a 6-foot to 8-foot offset from above ground utility poles to light fixture (light source) which is due to the arm length of each lighting fixture. This distance was taken into consideration. Lastly, non-effective lighting behind each lighting fixture was not taken into account. This is because these areas are not considered walkable areas and are of private property majority. Additionally, measurements of these areas illumination by LED lighting fixtures is difficult due to private property lighting distortion.

Use the information that the Town has already collected on the location of light fixtures including previous lighting data in order to overlay photometric chart data onto existing GIS maps provided in **Appendix A** – “Town of Surfside Street Light Inventory”. Draw the area illuminated from each lighting fixture, using the technical specifications already obtained onto in **Appendix A** – “Town of Surfside Street Light Inventory” in order to create **Appendix C** – “Street Light Photometric”.

Appendix A – “Town of Surfside Street Light Inventory” was used to assess the areas currently obtaining illumination and compared to the areas not receiving. Based on findings, there are currently an average of 3.00 lighting fixtures per block. Page 2 of **Appendix A** – “Town of Surfside Street Light Inventory”, lays out a typical section of a Town block. A Town block from street to street along the same avenue in the residential area is approximately 525 linear feet. Based on the average amount of lights, a total of 240 linear feet out of the entire 525 linear feet of a typical block has illumination. Therefore, it was determined that the average lighting per typical block is approximately 45%. **Diagram A** – “Typical Lighting Per Block Diagram”, below creates a visual representation of the 45% illumination of an average typical roadway.



Diagram A – “Typical Lighting Per Block Diagram”

In **Diagram A** – “Typical Lighting Per Block Diagram”, the entire strip represents a typical block along an avenue from street to street. For example, Garland Ave from 89th Street to 90th Street. The yellow sections represent the illumination zone. The black sections represent the areas where minimal to no illumination is present. Since this is an average representation of actual field conditions, it has been simplified for analysis purposes. As previously stated, even though the average coverage per existing LED fixture is 40 feet each way (80 feet total), the fading effect of each fixture may add additional coverage. The fading effect is the dimming of the illumination as the distance from the point of origin increases. The fading effect distance was not used in the analysis because it is not considered optimal illumination. The following pictures provide a reality perspective to **Diagram A** – “Typical Lighting Per Block Diagram”.



Picture C – *“Town of Surfside Night-time Aerial on 02-21-2020”*



Picture D – “Town of Surfside Night-time Aerial on 02-21-2020 “

Produce a map (GIS or similar) with the proposed locations of new lights and or poles after item number 1, item number 2 and item number 3 have been evaluated. **Appendix D** – *“Proposed Street Lights Map”*.

Propose a plan to add lights where pedestrian level lighting does not have uniform illumination and deficiencies determined.

During the evaluation of all information, it was determined that 45% of the single-family residential areas right of way within the Town are illuminated. This is based on the lighting illumination per street as an average. Prior to determining locations of additional lights, various variables needed to be considered. The considerations are as follows:

- Number of existing above ground utility poles existing
- Number of existing above ground utility poles with transformers
 - a. Accessibility to transformers if a proposed pole does not have one
 - b. Capacity of transformer
- Location of street where poles are located and if cross alternation can take place (each side of the street)
- Illumination percentage goal

45% existing illumination was based on 3 lighting fixtures per block average. In order to increase illumination, new lighting fixtures need to be added. The current infrastructure allows for additional lighting fixtures since poles either have a transformer or, are within the proximity of a pole with a transformer. To be within the proximity, the nearest pole with transformer needs to be within 2 poles distance. The current lighting fixture spread alternates with every other pole having a fixture. On average, a residential block has 6 poles and 2 transformers.

Based on two neighborhoods surveyed with optimal lighting, 90% illumination was the targeted percentage goal. 90% allows for illumination visibility throughout as lighting transition from one lighting fixture to the next. The 2 neighborhoods surveyed had the same single-family residential style as Town of Surfside. The neighborhoods were as follows:

- North Bay Village – Single Family Residential Area
- Normandy Isle, Miami Beach Single Family Residential Area

Appendix D – *“Proposed Street Lights Map”* proposes a total of 133 new fixtures along street blocks in the residential area in order to achieve 90% illumination. This figure breaks

down to an additional 3 fixtures per Town block. In the creation of **Appendix D** – *“Proposed Street Lights Map”*, some Town blocks have proposed 2 additional lighting fixtures and other more than 3 additional lighting fixtures. Even though the average is 3 additional light fixtures per block, some have proposed less since there is an intersection pole that provides block illumination. All proposed locations have an existing pole so only fixture and connection to a transformer are needed. For the most part, all transformers have the capacity for additional lighting fixture. Transformer capacities need to be confirmed with FP&L. The following pictures show areas within Miami-Dade County (MDC) with 90% illumination. The same logic for determination of light percentage in Town of Surfside as used to determine illumination percentages in these areas.



Picture E – *“North Bay Village Night-time Aerial on 02-21-2020”*



Picture F – “Normandy Isles Night-time Aerial on 02-21-2020”



Picture G – “Normandy Isles Night-time Aerial on 02-21-2020”

RECOMMENDATION AND CONCLUSION

The analysis was based on 90% illumination which is the maximum number of lighting fixtures to existing poles. **Table C** – “*Recommendation Table*” presents the number of additional fixtures with respective illumination percentage for various options. Refer to table below:

Item number	Number of Additional Lights (Overall)	Average Additional Lights per Block	Illumination Percentage	Comments
1	0	3	45%	No Change
2	89	4	60%	N/A
3	112	5	76%	N/A
4	133	6	90%	Appendix D

Table C – “*Recommendation Table*”

At this time, there is no cost estimate for each of the recommendations of **Table C** – “*Recommendation Table*”. Cost estimate will involve coordination with Florida Power and Light (FP&L). Currently, the provided recommendations are based on using existing pole infrastructure. Based on Town Commission direction, a cost estimate can be composed for proposed recommendation options. Any cost estimates pertaining to light fixtures operated by another agency need to be coordinated. In this case, cost estimate needs to be coordinated with Florida Power and Light (FPL).

Some additional considerations include:

- How will additional lighting fixtures in the Right of Way impact the quality of life of residents.
 - Light infiltration into private property
- Other options for increase walkability safety
 - Mid-level pedestrian lighting options
 - Alternative walking options such as sidewalks
 - Enhancing other infrastructure options such as;
 - Thermoplastic striping of roadway markings
 - Roadway Lighting options which include ground and signage lighting

This report was composed using the existing infrastructure present to add additional lighting fixtures to gain an increase in illumination percentage. The proposed locations of the lighting fixtures were based on existing locations of above ground utility poles.

Appendix A

“Town of Surfside Street Light Inventory”

1 Page

Legend

 City Boundary

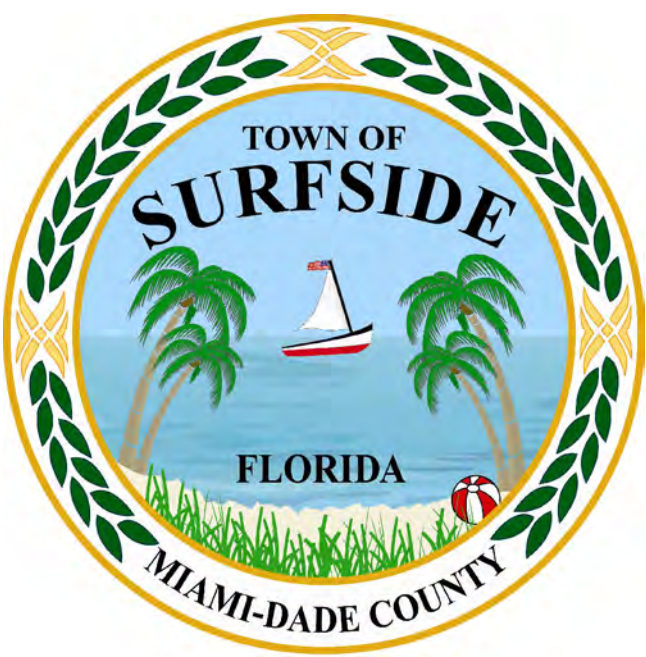
 Parcels

Owner

 Surfside

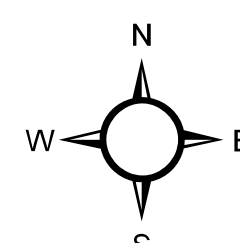
 FPL

 Miami-Dade County



Town of Surfside Street Light Inventory

Print Date: 11/7/2018



0 400 Feet



Produced and maintained by the CGA
Geographic Information Systems Services



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Appendix B

“Product Specification Photometric”

3 Pages

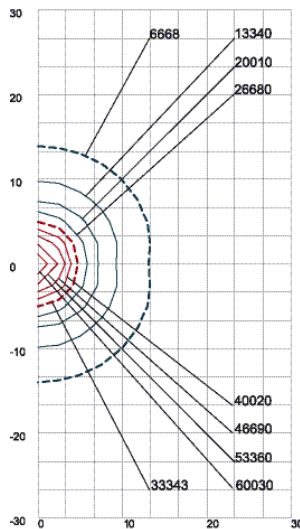
Photometric Data

E-17 High Pressure Sodium

BK No.	Lamp Watts	Description	Rated Life	Initial Lumens	Mean Lumens	CRI	CCT(K)
112	35	35W/E-17/HPS/MED/Clear	24,000	2,250	2,025	20	2,100
113	35	35W/E-17/HPS/MED/Diffuse	24,000	2,150	1,935	20	2,100
104	50	50W/E-17/HPS/MED/Clear	24,000	4,000	3,600	21	2,100
105	50	50W/E-17/HPS/MED/Diffuse	24,000	3,800	3,420	21	2,100
108	70	70W/E-17/HPS/MED/Clear	24,000	6,300	5,670	21	2,100
109	70	70W/E-17/HPS/MED/Diffuse	24,000	5,860	5,270	21	2,100
120	100	100W/E-17/HPS/MED/Clear	24,000	9,500	8,550	21	2,100
121	100	100W/E-17/HPS/MED/Diffuse	24,000	8,800	7,920	21	2,100
122	150	150W/E-17/HPS/MED/Clear	24,000	16,000	14,400	21	2,100
123	150	150W/E-17/HPS/MED/Diffuse	24,000	15,000	13,500	21	2,100

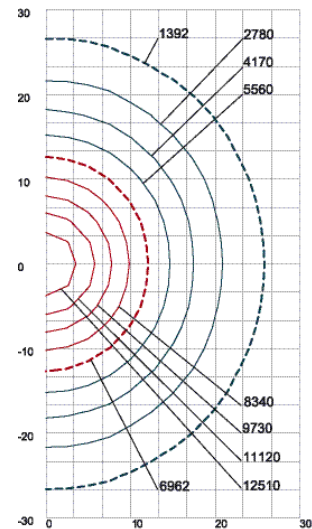
Lumen & Candela Conversion Multipliers	
100W	.60
70W	.40
50W	.25
35W	.14

NARROW SPOT



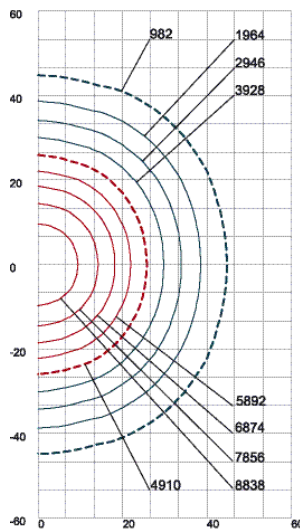
B-K FILENAME : TY11-150-NS-HPS CLEAR-ITLIES
 Lamp: 150W Clear B-17 High Pressure Sodium
 IES Beam Type: 24 x 2V
 Max. Candela: 6668 at 0°H 0°V
 Beam Spread (at 50% Max CD): 33343 at 10°H 10°V
 Field Spread (at 10% Max CD): 6668 at 28°H 28°V
 Total Lumens: 3237

SPOT



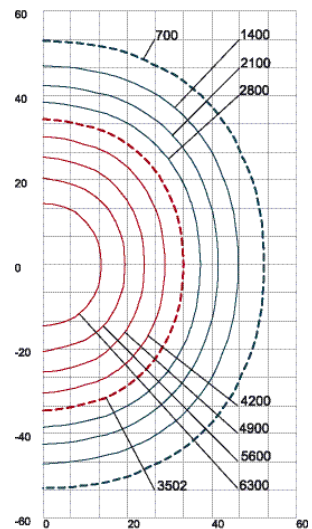
B-K FILENAME : TY11-150-SP SPECULAR-HPS CLEAR-ITLIES
 Lamp: 150W Diffuse B-17 High Pressure Sodium
 IES Beam Type: 41 x 4V
 Max. Candela: 1392 at 0°H 0°V
 Beam Spread (at 50% Max CD): 6962 at 24°H 25°V
 Field Spread (at 10% Max CD): 1392 at 51°H 53°V
 Total Lumens: 3689

FLOOD



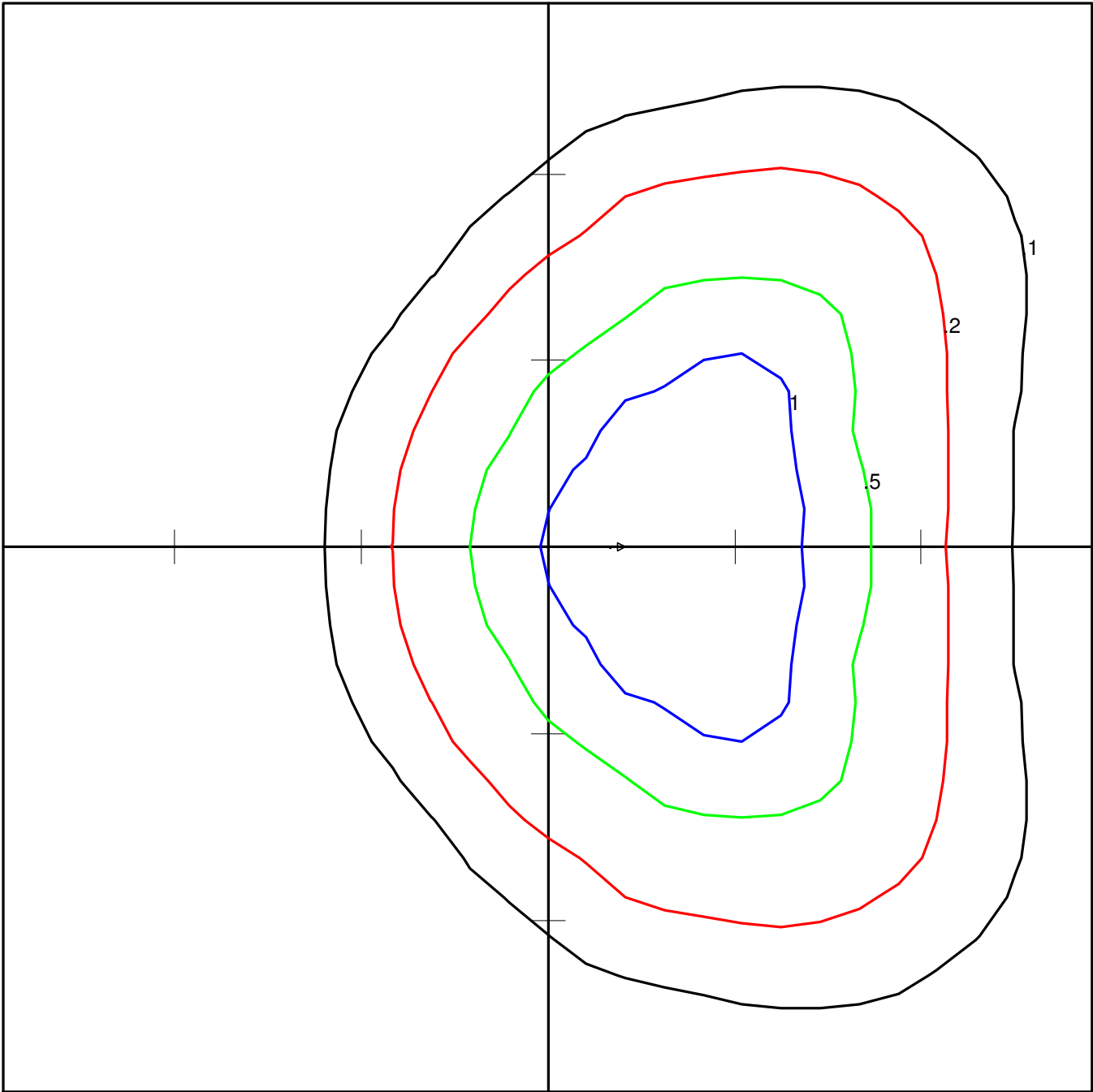
B-K FILENAME : TY11-150-FL-HPS COATED-ITLIES
 Lamp: 150W Diffuse B-17 High Pressure Sodium
 IES Beam Type: 51 x 5V
 Max. Candela: 982 at 0°H 0°V
 Beam Spread (at 50% Max CD): 4910 at 52°H 52°V
 Field Spread (at 10% Max CD): 982 at 90°H 90°V
 Total Lumens: 3237

WIDE FLOOD



B-K FILENAME : TY11-150-WF-HPS COATED-ITLIES
 Lamp: 150W Diffuse B-17 High Pressure Sodium
 IES Beam Type: 81 x 8V
 Max. Candela: 700 at 0°H 0°V
 Beam Spread (at 50% Max CD): 3502 at 67°H 66°V
 Field Spread (at 10% Max CD): 700 at 105°H 106°V
 Total Lumens: 8569

Photometric Toolbox



Cree, Inc
 RSWS-A-HT-3ME-5L-30K7-UL-xxxx
 Formed BMC housing, prismatic plastic lens, white inner
 reflector
 24 white LEDs




Horizontal Footcandles
 Scale: 1 Inch = 20 Ft.
 Light Loss Factor = 1.00
 Lumens Per Lamp = N.A. (absolute photometry)
 Luminaire Lumens = 5000
 Mounting Height = 24.00 Ft
 Maximum Calculated Value = 1.74 Fc
 Arrangement: Single
 Arm Length = 8 Ft

Appendix C




“Street Light Photometric”

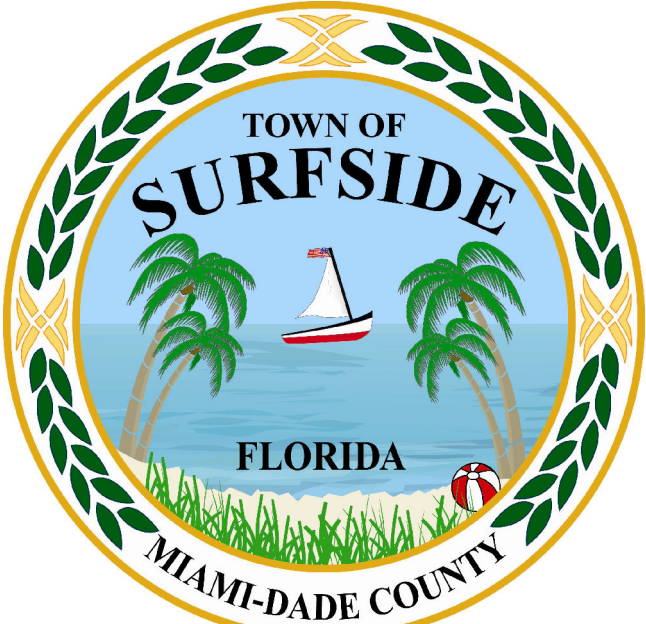
2 Pages

Legend

-  City Boundary
-  Parcels
-  Illumination Zones

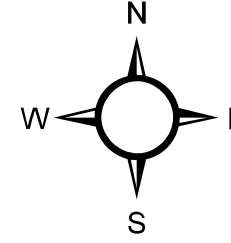
Owner (Count)

-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)

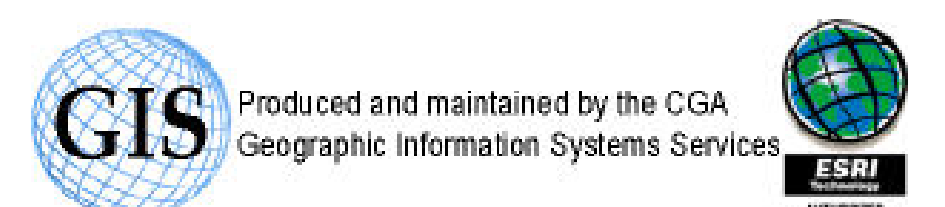


Town of Surfside Street Light Inventory

Print Date: 2/3/2020

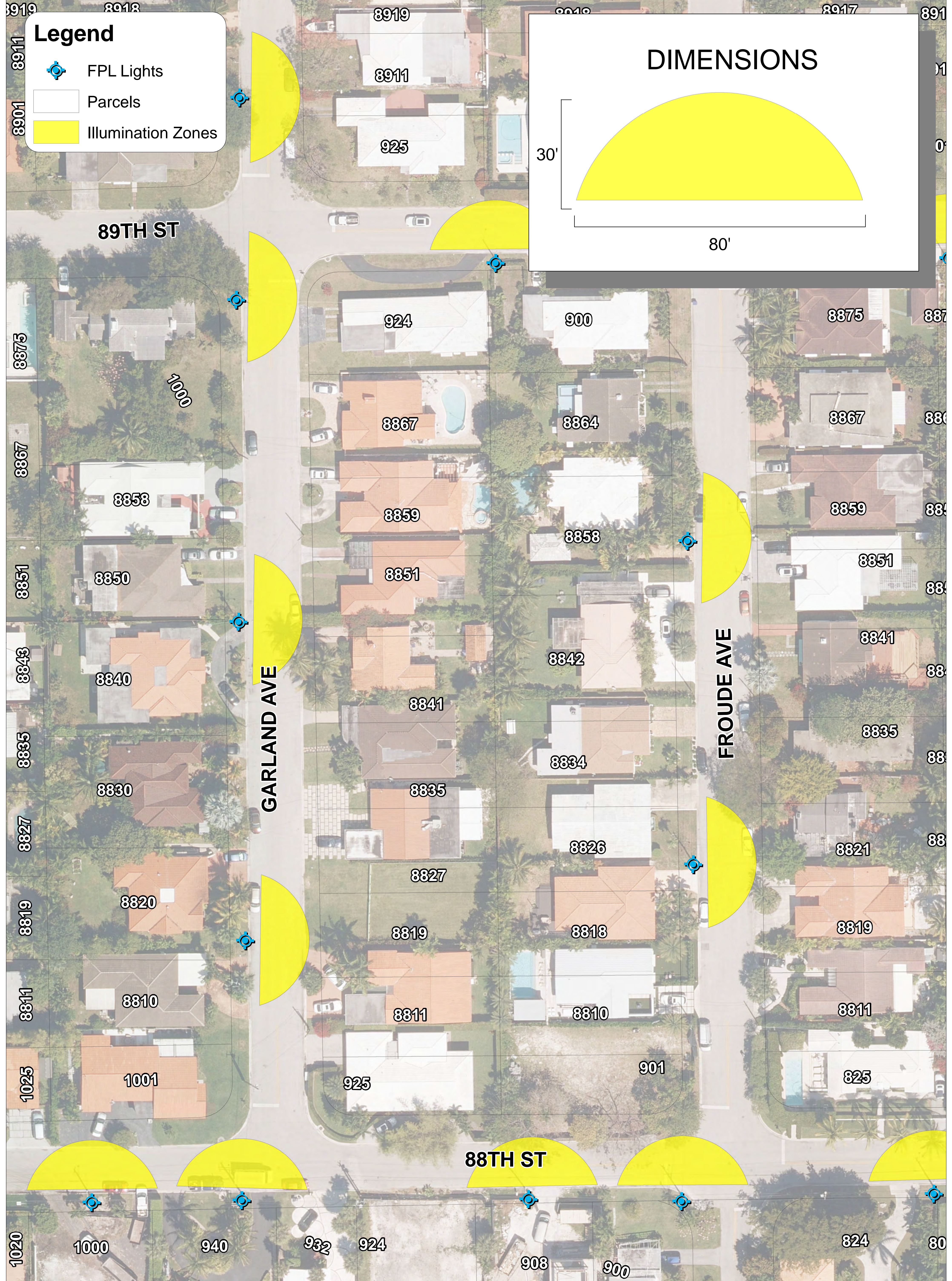
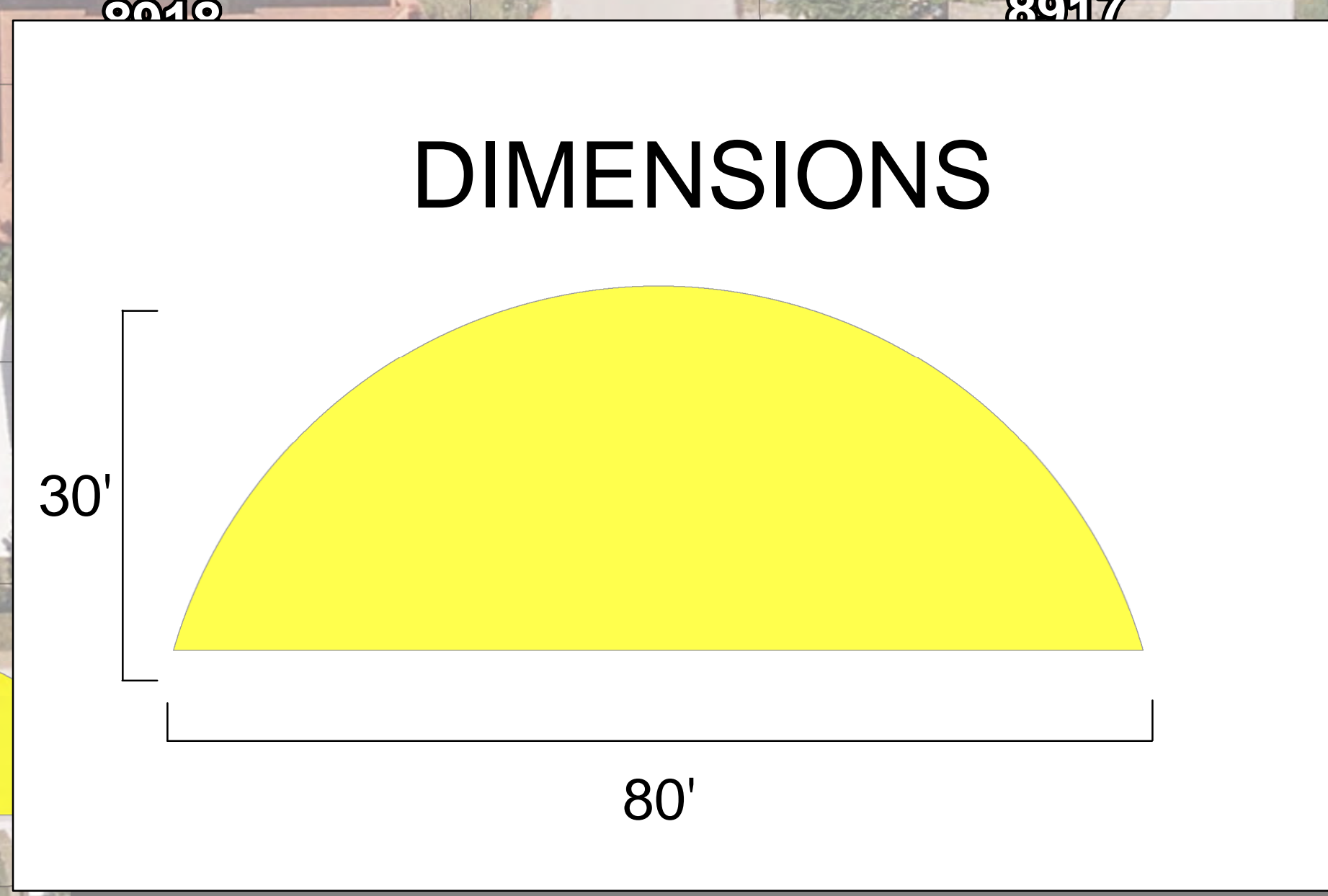


200
Feet



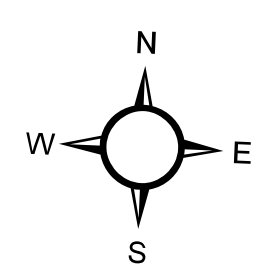
Legend

-  FPL Lights
-  Parcels
-  Illumination Zones

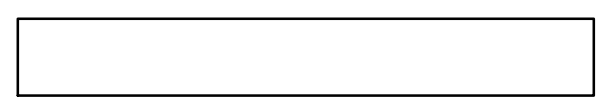


Town of Surfside Block 19 Street Light Photometrics

Print Date: 2/5/2020



75



Feet

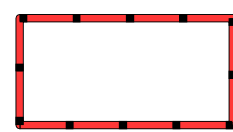





Appendix D





“Proposed Street Lights Map”

1 Page

Legend

-  City Boundary
-  Parcels
-  FPL Illumination Zones
-  Proposed Illumination Zones

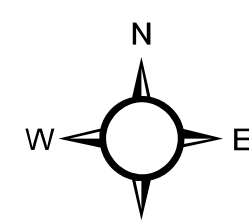
Owner (Count)

-  Proposed (133)
-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)

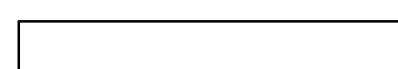


Town of Surfside Street Light Inventory

Print Date: 2/18/2020



400



Feet

1 inch = 200 feet



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Geographic Information Systems Services



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONSSM



MEMORANDUM

ITEM NO. 5Y

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

From: Guillermo Olmedillo, Town Manager

Date:

Subject: Inhouse Landscape Cost

At the March 31, 2020 Special Commission Meeting, Town Administration was directed to provide a cost for the in-house services of landscape scope of work currently contracted with outside vendor.

Please find attached requested report being provided with this communication.

Reviewed by: HG/RS

Prepared by: HG



Town of Surfside
Public Works Department
In-house Landscape

First Year Operating Costs
(Includes start up cost due to equipment and vehicle purchases)

Item No.	Resource	Resource Type	First Year Cost
1.00 - Labor Resource (Personnel)			
1.01	Greenspace Worker II	Labor	\$52,060.00
1.02	Greenspace Worker I	Labor	\$46,580.00
1.03	Greenspace Worker I	Labor	\$46,580.00
1.04	Arborist	Consultant Professional	\$4,000.00
Section 1.00 Total			\$149,220.00
2.00 - Equipment Resource (Vehicle & Landscape Equipment)			
2.01	Lawn Mower (Stand behind)	Equipment	\$10,388.00
2.02	Lawn Mower (Push Behind)	Equipment	\$1,259.00
2.03	Small Equipment	Equipment	\$2,245.00
2.04	Trailer (7 x 16)	Equipment	\$5,199.00
2.05	Vehicle (Tilt Cab)	Equipment	\$58,058.81
Section 2.00 Total			\$77,149.81
3.00 - Operating Costs (Costs incurred by the operation)			
3.01	Fuel	Operating	\$15,000.00
3.02	Vegetation Disposal	Operating	\$36,400.00
3.03	Small Equipment Maintenance	Operating	\$2,034.00
3.04	Large Equipment Maintenance	Operating	\$3,000.00
3.05	Uniforms	Operating	\$11,400.00
3.06	Toll	Operating	\$1,000.00
Section 3.00 Total			\$68,834.00
<i>Total first year start up and operating cost</i>			\$295,203.81
<i>Total first year start up and operating cost with 10% Contingency</i>			\$324,724.19

Notes:

- Items in section 3.00 are subject to fee increases by County and / or market rate increases.
- Table provides basic maintenance service costs. Does not include purchase of landscape material.
- Table Provides basic maintenance service costs. Does not include emergency work.
- Table Provides basic maintenance service costs. Does not include Insecticide and fertilization.
- Table Provides basic maintenance service costs. Does not include speciality tree treatment or care.



Town of Surfside
Public Works Department
In-house Landscape

After Year One Operating Cost
(Does not include start up cost)

Item No.	Resource	Resource Type	First Year Cost
1.00 - Labor Resource (Personnel)			
1.01	Greenspace Worker II*	Labor	\$52,060.00
1.02	Greenspace Worker I*	Labor	\$46,580.00
1.03	Greenspace Worker I*	Labor	\$46,580.00
1.04	Arborist	Consultant Professional	\$4,000.00
Section 1.00 Total			\$149,220.00
2.00 - Equipment Resource (Vehicle & Landscape Equipment)			
2.01	Replace of Equipment (5 year Cycle)	Equipment	\$15,430.00
Section 2.00 Total			\$15,430.00
3.00 - Operating Costs (Costs incurred by the operation)			
3.01	Fuel	Operating	\$15,000.00
3.02	Vegetation Disposal	Operating	\$36,400.00
3.03	Small Equipment Maintenance	Operating	\$2,034.00
3.04	Large Equipment Maintenance	Operating	\$3,000.00
3.05	Uniforms	Operating	\$11,400.00
3.06	Toll	Operating	\$1,000.00
Section 3.00 Total			\$68,834.00
<i>Annual operating cost</i>			\$233,484.00
<i>Annual operating cost with 10% Contingency</i>			\$256,832.40

Notes:

- *This item is subject to a cost of living and / or merit raise.
- Items in section 3.00 are subject to fee increases by County and / or market rate increases.
- Table provides basic maintenance service costs. Does not include purchase of landscape material.
- Table Provides basic maintenance service costs. Does not include emergency work.
- Table Provides basic maintenance service costs. Does not include Insecticide and fertilization.
- Table Provides basic maintenance service costs. Does not include speciality tree treatment or care.



MEMORANDUM

ITEM NO. 5Z

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: April 21, 2020
Subject: Lowering of Property taxes and Water Bills

At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide information on lowering property taxes and water bills.

April 14 through April 21, the Town's Finance Director has meet with the Commissioners to discuss the state of the Town's finances including the financial position of the Town's General Fund and Water & Sewer Fund. With the budget season starting, the Commission will have the opportunity to provide policy direction which forms the basis of the Town's Budget. On June 1, 2020, the Town will receive the Miami-Dade Property Appraiser Assessment Roll Estimate which will help guide the Town's Administration toward the goal of lowering the financial impact to Town residents.

Attached is the Town's financial position presentation given to the Commissioners.

Reviewed by: GO

Prepared by: JDG

FINANCE ORIENTATION

April 2020



Surfside Finance Department

Financial Reporting

PAGE 165

- Fiscal Year = October 1st thru September 30th
- Comprehensive Annual Financial Report (CAFR)
- Government Finance Officers Association (GFOA)
 - Certificate of Achievement for Excellence in Financial Reporting Program
 - <https://www.gfoa.org/best-practices>



Other Reports

- **Florida Department of Finance**
 - Annual Financial Report (AFR)
- **Florida Auditor General**
 - Local Government Audit Report
- **State and/or Federal Single Audit Report**
- **Office of the Citizens' Independent Transportation Trust**
 - Audit every 5 years
 - Reporting quarterly and annually
- **Federal and State Law Enforcement**
 - Police Forfeiture funds
- **Local Highway Finance Report**
 - State revenue sharing

Fund Accounting

What is a Fund?

- A fund is like having a different checking account for different purposes



Types of Funds



Governmental



Proprietary

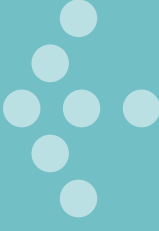


Fiduciary



Internal
Service

Governmental Funds



General Fund

Accounts for revenues including property taxes, sales taxes, and fines, as well as expenditures like Police and General Government

Special Revenue Funds

Used for revenue sources that can only be used for a specific purpose (ex. Building, Resort Taxes)

Capital Project Fund

Accounts for major capital construction or acquisition of major assets

Other Funds

Proprietary Funds

- Government services that are financed in whole or in part by fees paid by those who benefit from the services



Fiduciary Fund

- Used when a government unit acts as a trustee or agent



Internal Service Fund

- Accounts for cost of maintaining Town's fleet



Balance Sheet - Reserves

- The Town is in good financial position
- General Fund (2019 UNAUDITED)
 - \$2.0M assigned fund balance (Hurricane Reserve)
 - New Resiliency Reserve created in FY 2020
 - \$13.0M unrestricted fund balance
- Other governmental funds (Restricted or Assigned)
 - Building Fund \$2.6M
 - Capital Projects Fund \$3.0M
 - Tourist Resort \$1.6M
 - Other (Trans./Police) \$435k
- Enterprise funds (Restricted)
 - Water & Sewer (\$1.5M)
 - Stormwater \$3.2M
 - Parking \$1.2k
 - Solid Waste \$655k

Unassigned General Fund Reserves

Fiscal Year	Amount	Increase	Increase
2009	\$ 7,178,552		
2010	\$ 867,867	\$ (6,310,685)	-87.9%
2011	\$ 1,958,783	\$ 1,090,916	125.7%
2012	\$ 3,121,636	\$ 1,162,853	59.4%
2013	\$ 3,151,275	\$ 29,639	0.9%
2014	\$ 4,204,273	\$ 1,052,998	33.4%
2015	\$ 3,722,284	\$ (481,989)	-11.5%
2016	\$ 5,170,003	\$ 1,447,719	38.9%
2017	\$ 6,460,802	\$ 1,290,799	25.0%
2018	\$ 8,902,050	\$ 2,441,248	37.8%
2019	\$ 12,983,069	\$ 4,081,019	45.8%

General Fund Reserves compared to Property Tax Revenues

Fiscal Year	Reserves	Revenues	% Ratio
2009	\$ 7,178,552	\$ 6,325,721	113.5%
2010	\$ 867,867	\$ 5,323,728	16.3%
2011	\$ 1,958,783	\$ 5,619,494	34.9%
2012	\$ 3,121,636	\$ 5,264,387	59.3%
2013	\$ 3,151,275	\$ 5,257,726	59.9%
2014	\$ 4,204,273	\$ 5,660,551	74.3%
2015	\$ 3,722,284	\$ 6,526,267	57.0%
2016	\$ 5,170,003	\$ 7,276,466	71.1%
2017	\$ 6,460,802	\$ 8,167,329	79.1%
2018	\$ 8,902,050	\$ 9,626,611	92.5%
2019	\$ 12,983,069	\$ 12,835,787	101.1%

Enterprise Funds Unrestricted Reserves

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Fiscal Year	Water & Sewer	Stormwater	Solid Waste	Parking
2009	\$ 448,793	\$ (77,137)	\$ (128,427)	\$ 2,526,724
2010	\$ 440,000	\$ 40,626	\$ 82,210	\$ 2,043,034
2011	\$ 1,674,603	\$ 188,302	\$ 207,462	\$ 1,385,581
2012	\$ (2,949,483)	\$ (161,489)	\$ 228,437	\$ 1,258,325
2013	\$ (5,261,333)	\$ 2,520,512	\$ 227,274	\$ 1,066,574
2014	\$ (3,501,884)	\$ 3,838,412	\$ 116,662	\$ 1,000,355
2015	\$ (2,705,871)	\$ 4,051,768	\$ 340,391	\$ 1,089,165
2016	\$ (1,489,769)	\$ 3,626,325	\$ 245,941	\$ 1,111,941
2017	\$ (3,048,579)	\$ 1,456,556	\$ 429,743	\$ 811,013
2018	\$ (2,546,398)	\$ 3,203,878	\$ 601,201	\$ 943,315
2019	\$ (1,477,313)	\$ 3,200,646	\$ 655,448	\$ 1,185,311
2020	\$ (1,136,724)	\$ 3,034,923	\$ 432,957	\$ 1,108,943

Debt

- **No General Obligation, Capital Leases, or Pension Obligation debt**
 - **Utility System Revenue Bond Series 2011**
 - Improvements to facilities for the water, sewer, and stormwater systems
 - \$16M issued
 - \$7.3M outstanding as of September 30, 2019
 - Final payment – 2026
 - **Clean Water State Revolving Loan**
 - Improvements to facilities for the sewer and stormwater systems
 - \$9.31M issued
 - \$6.86M outstanding as of September 30, 2019
 - Final payment – 2033
- *all debt serviced with water, sewer, & stormwater funds**

Budgeting

FISCAL YEAR 2020



Budget Glossary

Budget: A plan of financial activity for a specified period of time (fiscal year) indicating all planned revenues and expenses for the budget period.

- **Millage:** Derived from a Latin word "millesimum" meaning "thousandth," with 1 mill being equal to 1/1,000th of a currency unit. As used in relation to property tax, 1 mill is equal to \$1 in property tax, which is levied per every \$1,000 of a property's determined taxable value.
- **Taxable Valuation:** This is the amount determined by the Property Appraiser after any discounts and/or exemptions have been applied to the assessed valuation. This reduced figure is the one against which governments may levy a tax.

Budget Process

- Budget development and management is a year-round process.
- Budget preparation begins in February-March and is designed to assist the Town's management in the development of short-term and long-term strategies to meet legal and policy directives as well as perceived wishes of the community including the various advisory boards and committees.
- The policy directives of the Town of Surfside's Town Commission are the principal focus of each budget process.
- Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award



Budget Timeline

- **March** Initiate Budget Development Process
- **April** Distribute budget package to Department Directors
- **April** Budget Goals and Objectives Workshop with Town Commission to set budget priorities
- **April-May** Budget Retreat – Town Manager and Department Directors
- **May** Departments submit budget requests. Meetings with Town Manager to review all requests
- **June 1st** Miami-Dade Property Appraiser Assessment Roll Estimate
- **June** Town Commission Budget Workshop

Budget Timeline

- **July 1st** “Certification of Taxable Value” received from the Property Appraiser
- **Early July** Proposed Budget submitted to Town Commission
- **Mid-July** Town Commission meets to set tentative property millage rates
- **Early Aug** Notify Property Appraiser - proposed millage rate, etc.
- **July-Aug** Proposed Budget finalized based on Town Commission budget discussion and final taxable value
- **Sept** First and second public hearings
 - Adopt millage rates
 - Adopt operating and capital budgets

*Florida Statute precludes local governments from conducting its budget hearings on the same date as Miami-Dade County and the Miami-Dade County School Board

Budget Components

General Fund

- General Government
- Public Safety
- Physical Environment
- Streets
- Non-Community Center Parks & Recreation

Special Revenue Funds

- Building Services
- Police Forfeiture
- Tourist
- Transportation

Capital Projects Fund

- Physical Environment

Enterprise Funds

- Water & Sewer
- Stormwater
- Solid Waste
- Parking

Internal Service Fund

- Fleet Management

Special Revenue Funds – What do you get?

● PAGE 181

● **Transportation Fund**

- Generated through the Miami-Dade County half-penny sales surtax
- Use of the funds include a Community Bus Service as well as sidewalk replacements, bus stop maintenance, etc.
- **Police Forfeiture**
- Funded through forfeitures, seizures, and confiscations related to criminal activity
- Use of the funds is restricted to crime prevention initiatives

● **Building Fund**

- Account for the building department activities
- Revenues are collected from development activity to fund building department operations

Special Revenue Funds – What do you get?

- **Tourist Resort Fund**

PAGE 182

- Generated from taxes placed on certain types of private enterprise – food and beverage sales and accommodations
- Sixty-six percent (66%) of total revenues allocated for the cost of operating the Community Center and collection of resort tax
- Pursuant to Chapter 67-930 of State of Florida law, and further defined in the Town’s Ordinance No. 11-1574, a minimum of 34% of the resort tax revenue must be used to promote the Town as a tourist destination
- The expenditure of these funds is governed by the Tourist Bureau Board
- Used to fund the other initiatives, also enjoyed by residents:
 - Annual holidays lights on Harding Avenue
 - Popular events, including Third Thursdays, First Fridays, Paddletopia, Bootcamp & Brews, History Tours, and more

Community Center Budget is ~\$2.2M in Fiscal Year 2020

This funding provides property tax relief as these operations are no longer supported by the General Fund

Property Values

Taxable Property

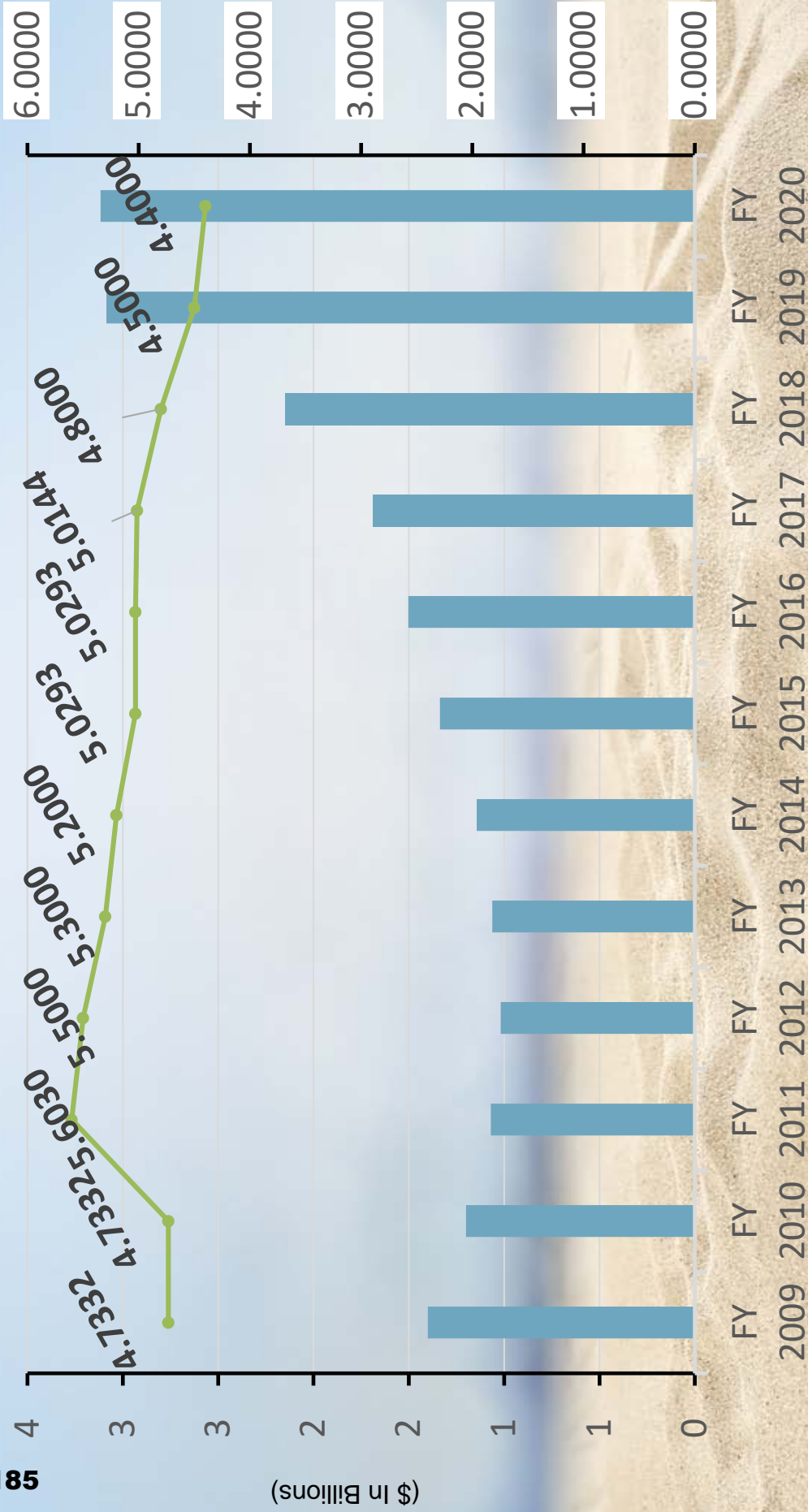
Fiscal Year	Millage Rate	Value	Value Increase	% Increase
2009	4.7332	\$ 1,531,669,419		
2010	4.7332	\$ 1,283,401,231	\$ (248,268,188)	-16.2%
2011	5.6030	\$ 1,062,959,623	\$ (220,441,608)	-17.2%
2012	5.5000	\$ 1,017,658,274	\$ (45,301,349)	-4.3%
2013	5.3000	\$ 1,062,214,226	\$ 44,555,952	4.4%
2014	5.2000	\$ 1,144,071,250	\$ 81,857,024	7.7%
2015	5.0293	\$ 1,336,876,007	\$ 192,804,757	16.9%
2016	5.0293	\$ 1,502,755,220	\$ 165,879,213	12.4%
2017	5.0144	\$ 1,689,439,338	\$ 186,684,118	12.4%
2018	4.8000	\$ 2,150,458,492	\$ 461,019,154	27.3%
2019	4.5000	\$ 3,086,020,534	\$ 935,562,042	43.5%
2020	4.4000	\$ 3,116,633,395	\$ 30,612,861	1.0%

Property Taxes

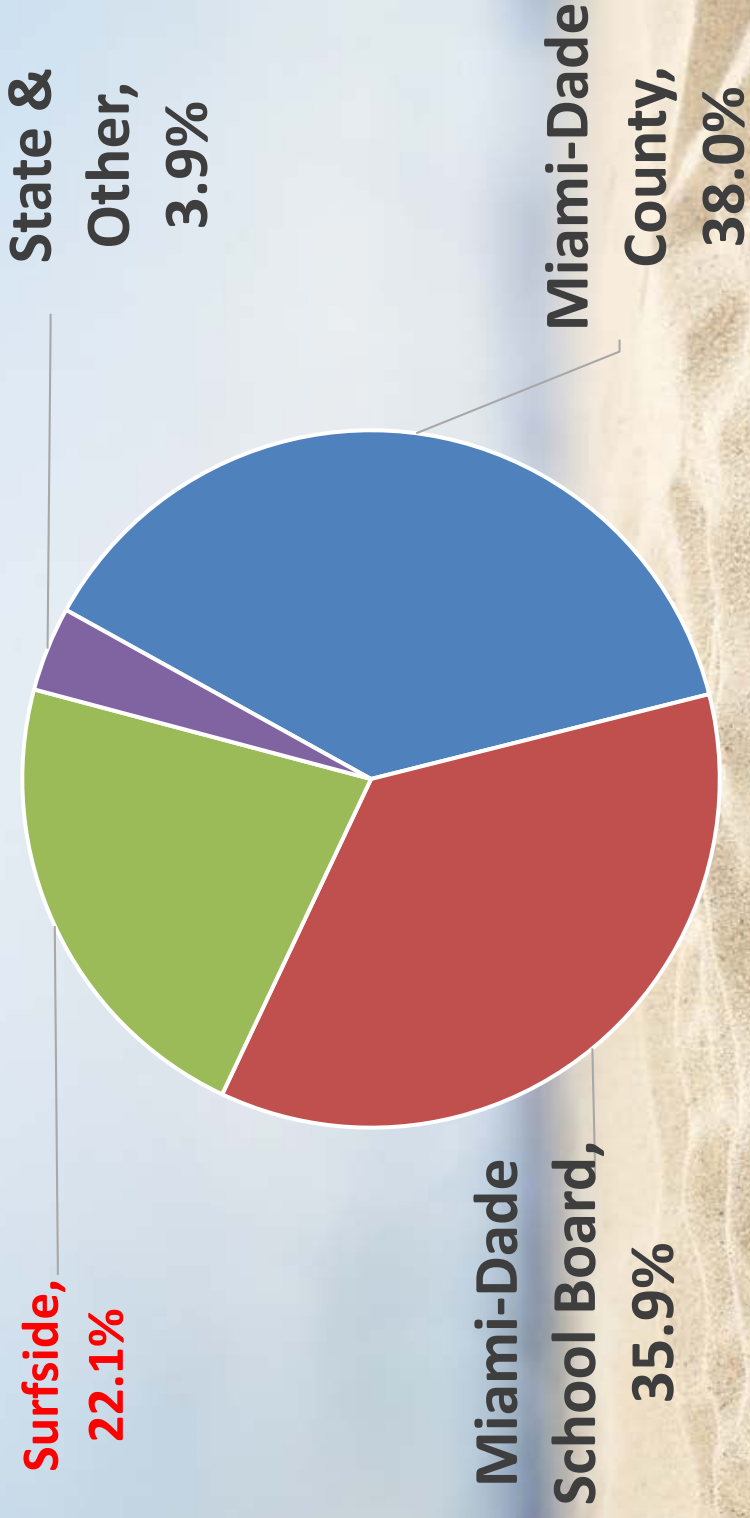
Fiscal Year	Millage Rate	Taxable Property Value	Property Taxes Collected	% Increase
2009	4.7332	\$ 1,531,669,419	\$ 6,325,721	
2010	4.7332	\$ 1,283,401,231	\$ 5,323,728	-15.8%
2011	5.6030	\$ 1,062,959,623	\$ 5,619,494	5.6%
2012	5.5000	\$ 1,017,658,274	\$ 5,264,387	-6.3%
2013	5.3000	\$ 1,062,214,226	\$ 5,257,726	-0.1%
2014	5.2000	\$ 1,144,071,250	\$ 5,660,551	7.7%
2015	5.0293	\$ 1,336,876,007	\$ 6,526,267	15.3%
2016	5.0293	\$ 1,502,755,220	\$ 7,276,466	11.5%
2017	5.0144	\$ 1,689,439,338	\$ 8,167,329	12.2%
2018	4.8000	\$ 2,150,458,492	\$ 9,626,611	17.9%
2019	4.5000	\$ 3,086,020,534	\$ 12,835,787	33.3%
2020	4.4000	\$ 3,116,633,395	\$ 13,027,528	1.5%

TAXABLE VALUES & MILLAGE RATES

10 YEARS

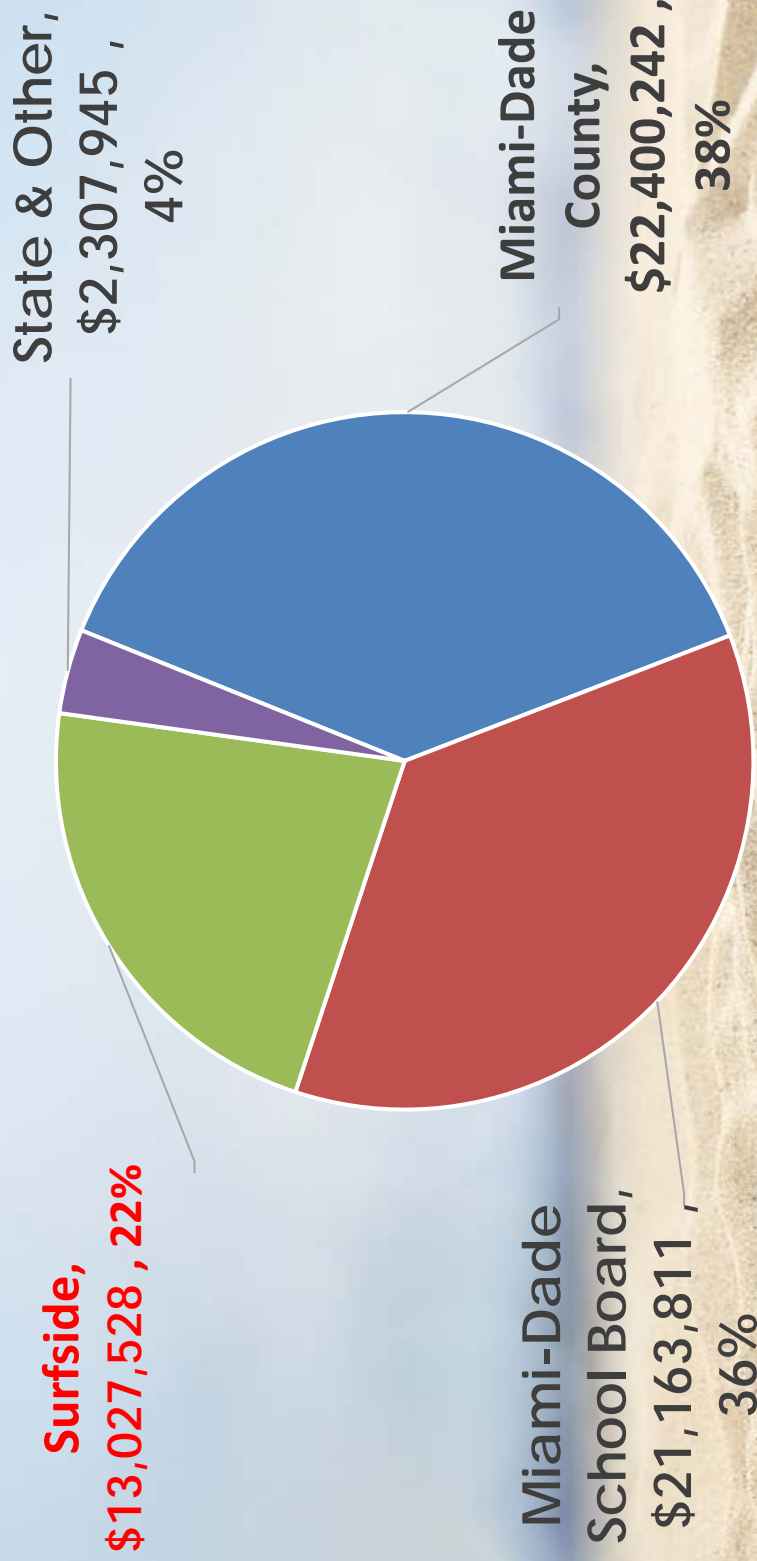


HOW MUCH OF YOUR TAX BILL GOES TO THE TOWN?



77.9% of Surfside property taxes go to other entities

Property Tax Distribution 2019 Millage Rates



\$45.9M of the \$58.9M in Surfside property taxes go to other entities

Property Taxes Millage Rates

Fiscal Year Surfside County Miami-Dade School Board

2009 4.7332 5.1229 7.7970

2010 4.7332 5.1229 7.9950

2011 5.6030 5.8725 8.2490

2012 5.5000 5.0900 8.0050

2013 5.3000 4.9885 7.9980

2014 5.2000 5.1255 7.9770

2015 5.0293 5.1169 7.9740

2016 5.0293 5.1169 7.6120

2017 5.0144 5.0669 7.3220

2018 4.8000 5.0669 6.9940

2019 4.5000 5.1313 6.7330

2020 4.4000 5.1449 7.1480

Fiscal Year 2020 General Fund Revenues & Expenditures

\$16.5M Projected Revenues

78.7% Ad Valorem

9.0% Franchise / Utility
 6.7% Intergov/ Charges for Services
 5.6% Other



44.2% Public Safety

36.9% General Government

10.4% Physical Environment
 8.5% Other

\$14.4M Projected Expenditures

\$2.1M added to General Fund Reserves

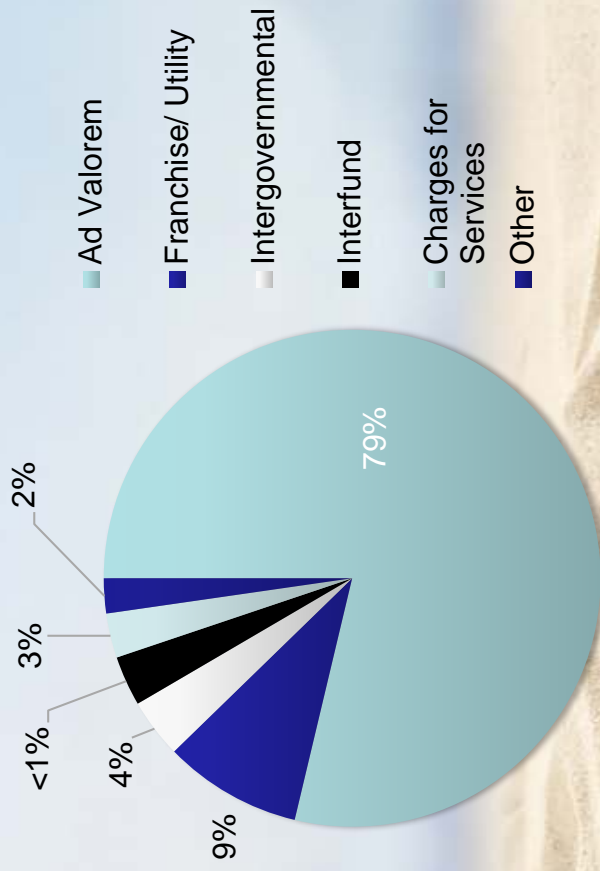


Revenues Forecast General Fund

\$16.5 Million

- Ad Valorem \$13.0 Million
- Franchise/Utility \$1.5 Million
- Intergovernmental \$637,500
- Interfund \$539,000
- Charges for Services \$478,700
- Other \$376,500

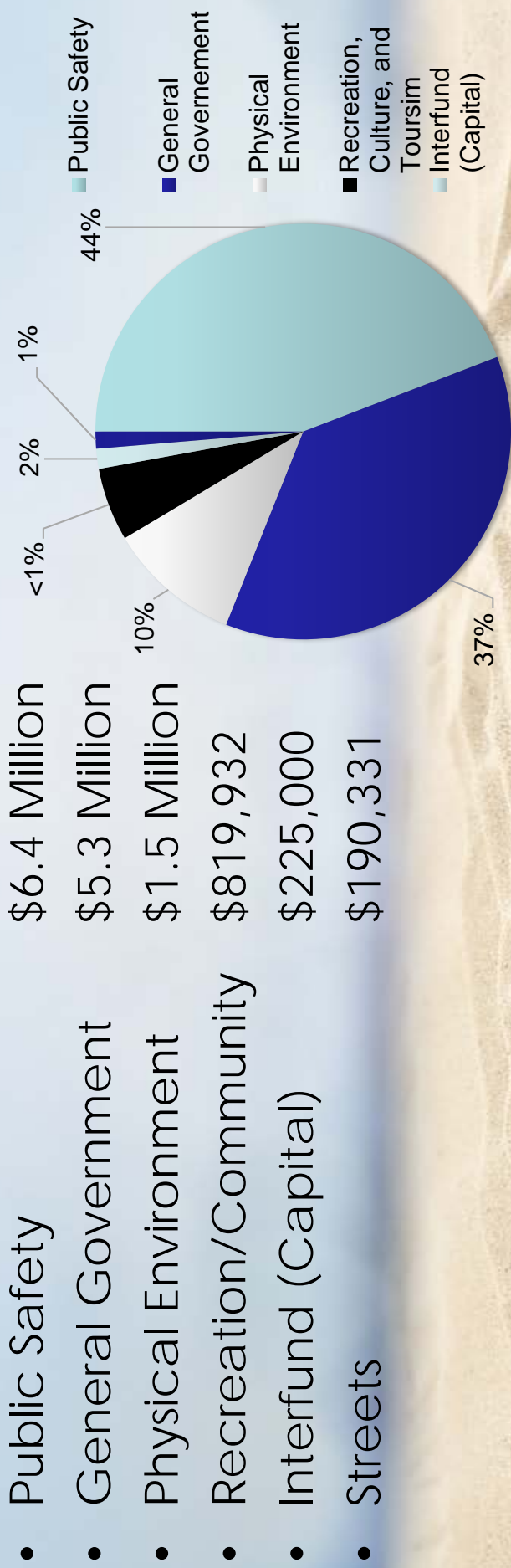
FY 2020 General Fund Revenues



General Fund Expenditures

\$14.4 Million

FY 2020 General Fund Expenditures



Enterprise Funds – Water & Sewer

● PAGE 192

- The Town operates its Water and Sewer System and funds the operations, maintenance, administration, debt service, and infrastructure renewal and replacement needs through user fees and available reserves.
- The Town has issued bonds to pay for a portion of its water and sewer capital project and the debt service is repaid through the system's net revenues.
- Town water is purchased from Miami-Dade County at wholesale rates and transmitted through Town owned water lines.
- Wastewater (sewer) runs through the Town's collection system and is discharged under an agreement with the City of Miami Beach.
- The Water and Sewer division also performs functions related to billing and collection for the services provided.
- General Town administrative support provides services for Water and Sewer operations such as: oversight, finance, payroll, human resources, benefits and pension management, and the provision of office space.

Fiscal Year 2020 Water & Sewer Fund Revenues & Expenditures



→ 53% Operating Costs

*81% of the Operating Costs are direct past throughs
 *75% of the all expenses are debt service and pass throughs

\$340,000 added to Reserves – FY 19 FY end balance = **(\$1.4M)**

Enterprise Funds – Parking

● PAGE 194

- The Town operates its own municipal parking enterprise fund. The Town currently operates several parking lots and on-street parking spaces to provide parking throughout Town and convenient access to the Harding Avenue business district.
- Municipal Parking operations are under the supervision of the Public Safety Department.
- The Town provides these services with Parking Division in-house staff and contracts with a private company for collection from parking meters.
- Parking citation revenue is allocated to the General Fund.
- General Town administrative support provides services for Municipal Parking operations such as: oversight, finance, payroll, human resources, benefits and pension management, and the provision of office space.

Fiscal Year 2020 Parking Fund Revenues & Expenditures

\$1.3M Projected Revenues

82% Metered Fees
12% Permit Fees and Other
6% Fund Balance



45% Operating Costs

44% Personnel Costs

11% Other Costs

\$1.3M Projected Expenditures

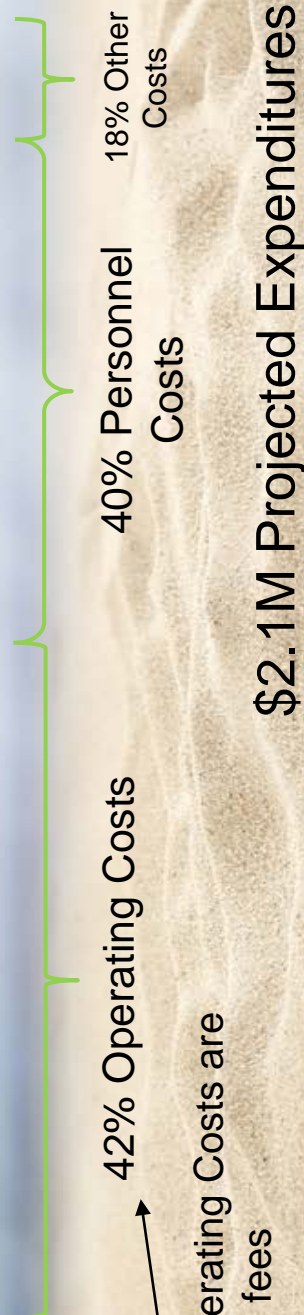
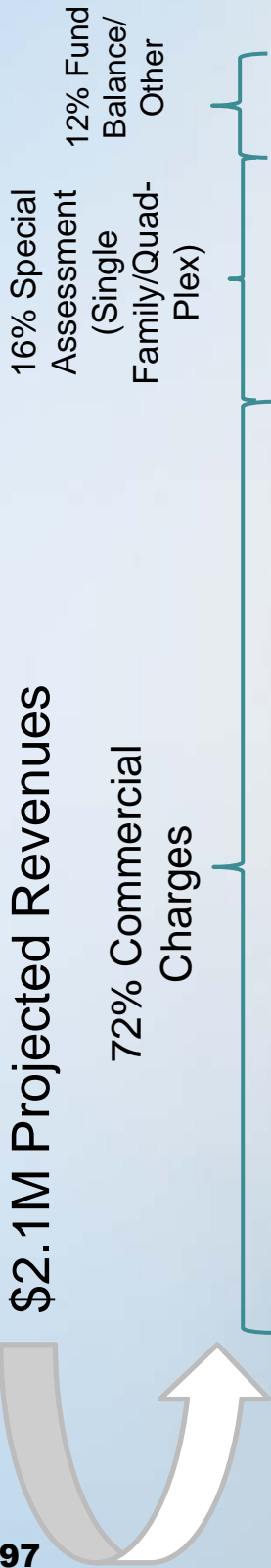
\$76,000 reduction in Reserves – FY 19 FY end balance = \$1.2M

Enterprise Funds – Solid Waste

● PAGE 196

- The Solid Waste Fund accounts for the cost of operating and maintaining collection and disposal services for Town residents and commercial businesses/properties.
- Solid waste collection and disposal services are provided by the Town for garbage, bulk trash, and vegetation.
- The Town provides in-house collection and disposal of recyclable materials for residential properties.
- Solid waste collection charges for residential property are billed by Miami- Dade County on the real property tax notice as a non-ad valorem assessment. The residential property assessment of \$318.67 for garbage/recycle is assessed for FY 2020. Variable rates are charged for multi-family units and commercial properties. The Town is in the process of evaluating commercial rates.
- General Town administrative support provides services for Solid Waste operations such as: oversight, finance, payroll, human resources, benefits and pension management, and the provision of office space.

Fiscal Year 2020 Solid Waste Fund Revenues & Expenditures



*57% of Operating Costs are tipping-type fees

\$222,000 reduction in Reserves – FY 19 FY end balance = \$655,000

Enterprise Funds – Stormwater

- The Stormwater Utility Fund accounts for the cost of operating and maintaining the Town's stormwater drainage system in accordance with the Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) permit.
- The Town is in the process of developing a Stormwater Master Plan which should be updated at 5 year to properly document new projects and to adapt with future conditions. (On Hold)
- The Town contracts out many of the stormwater related functions.
 - Include planning, developing, testing, maintaining, and improving the management of waters resulting from storm events.
 - Vacuum truck services as well as a street sweeping program to maintain the stormwater infrastructure are funded.
- General Town administrative support provides services for stormwater operations such as: oversight, finance, payroll, human resources, benefits and pension management, and the provision of office space.

Fiscal Year 2020 Stormwater Fund Revenues & Expenditures



\$166,000 reduction in Reserves – FY 19 FY end balance = \$3.2M

Contact Info

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- Website: <https://townofsursidefl.gov/departments-services/finance>
- Jason D. Greene, CGFO, CFE, CPFIM, CICA
jgreene@townofsursidefl.gov





MEMORANDUM

ITEM NO. 5AA

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 26, 2020
Subject: Calvin Giordano Contracts

At the May 12, 2020 Commission Meeting, the Commission has requested a report on the Calvin Giordano contracts laying out the options and a recommendation for each service area. At the May 14, 2020 Special Commission meeting on Planning & Zoning, the Commission provided direction to both prepare RFQ for Planning department services as soon as possible and advertise a new in-house planner.

General Engineering Consultant (GEC) Services

- Option #1 – Re-procure services now
 - Prepare RFQ as soon as possible for Architecture, Engineering and Surveying Services per Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes
 - Select a pool of engineering firms that will be pre-qualified
 - CGA to remain until such time as a vendor(s) are under contract and transition complete
- Option #2 - Complete CGA contract term ending September 30, 2021
 - Begin re-procurement later in year so as to be ready for possible transition to a new vendor(s)
- Option #3 – Build new In-house Engineering Department
 - Develop cost for an inhouse Engineering Department
 - CGA to remain until such time as new staff are hired and transition complete

Information Technology

- Option #1 – No change
 - Continue with services as provided
- Option #2 – Bring Multi-media Specialist in-house
 - Develop cost for an in-house Multi-media specialist
 - CGA services to remain until such time as new staff are hired and transition complete
- Option #3 – Build new In-house Information Technology Department (all staff)
 - Develop cost for an in-house Information Technology Department
 - CGA to remain until such time as new staff are hired and transition complete
- Option #4 – Re-procure services now
 - Prepare RFQ as soon as possible for Information Technology consultants
 - CGA to remain until such time as a vendor is under contract and transition complete

The Administration recommends option #1 for GEC services and Information Technology.

Reviewed by: GO/LA

Prepared by: JDG

IT Services Contract – CGA number 17-9175

Monthly Fee: \$11,031.31

Potential Additional Fees: \$238.29 per broadcasting event – including setup, AV during meeting, posting after the meeting is over. Average Commission Meetings are 4 hours (30 min setup, 3-hour meeting, 30 min broadcasting of video)

After hours or weekend services (Police Department Emergencies/ Downtime to background check servers) \$101.34/hour only at Town request.

Staff assigned to contract: Jose Feliz, Support Specialist Full Time dedicated to the Town of Surfside
Eric Wells, Network Administrator Part Time dedicated to the Town of Surfside- as needed oversight, assistance and PTO coverage.

Adrian Santaella, Media Specialist Part Time (contract states 15.5 hours per month) dedicated to the Town of Surfside as needed for website updates.

Monthly Fee hours dedicated per month:

170 hours

Monthly Fee Brief scope of work:

Desktop support for all Town Staff including the Police Department, including:

- Maintain and trouble shoot all servers, computers, software, printers, scanners, phone systems at all locations
- Specifying, purchasing and setup of all new IT equipment for staff and PD
- Maintaining uptime on servers, Police Department USA Software and FDLE
- Troubleshooting Tyler ERP Software
- Upgrading Town equipment as needed, including Data Center, Data Domain, Backup Systems and Servers
- Specifying, procuring and managing installation of security systems including door strikers, locks and cameras
- Recording and Broadcasting all Public Meetings
- Closed Caption for Channel 663 and Video Streaming
- Hosting the Town Website, ensuring Website ADA Compliance and up to 20 hours of Website posts and updates
- Parks & Recreation RecTrac software upgrade implementation
- Managing NetMotion and AT&T to integrate GPS on all Town equipment such as Laptops as a theft deterrent/tracking system.
- Managing Surveillance Cameras for PD, Town Hall, Abbott Lot, 96th Park and Community Center.
- Keeping SCALA up to date (Town Broadcasting)

Calendar year 2019 costs: **\$272,688**

Planning & Zoning Contract – CGA number 07-1539 Surfside Planning & Zoning & 07-1536 Community Development Director

Monthly Fee: \$6,695.34 (P&Z) & \$8,990.87 (Community Development) - Total \$15,686.21

Potential Additional Fees: **Cost Recovery:**

Large development projects may result in additional fees which are paid as a cost recovery fee, which is paid by the developer and not from the Town's funds.

Other additional Planning & Services not contained in Monthly Fee:

Planning & Zoning Extra - Billed per hour on as needed basis and authorized at up to \$15,500 for FY 2020:

Renderings requested by Town Administration or the Planning and Zoning Board performed by Urban Designers.

Resiliency Planning & Meeting attendance - Billed per hour on as needed basis and authorized at up to \$6,818.62 for FY 2020:

As requested, attendance at Resiliency-type meetings

Staff assigned to contract:

Sarah Sinatra Gould, AICP, Director of Planning Services, largely working for the Town of Surfside. Coordinates studies and graphics relating to requests by the Planning and Zoning Board. Answers calls and emails from the public. Performs cursory reviews of applications for the public prior to submittal for Planning and Zoning. Performs code updates as requested by the Planning and Zoning Board and/or Town Commission.

James Hickey, AICP, Planning Administrator, Part time dedicated to the Town- provides assistance and coverage for Sarah Sinatra Gould to ensure complete continuity through PTO or other absences. Reviews applications and provides feedback to the public.

Daniel Mantell, Planner, Part time dedicated to the Town - reviews residential and sign applications, responds to emails from residents, staff and developers.

Joanne Maglietta, Zoning Tech, part time dedicated to the Town- responds to phone calls and emails. Answers general zoning questions. Provides responses to zoning confirmation letters.

Casey Ogden, GIS Specialist, Part time dedicated to the Town – provides GIS graphics and produces maps relating to distance separation of uses as requested by the Planning and Zoning Board.

Monthly Fee hours dedicated per month:

150 hours

Monthly Fee Brief scope of work:

Complete management of the Planning & Zoning Department:

- Prepare reports, data, analysis, graphics and other assignments requested by the Planning and Zoning Board
- Prepare presentations and present staff reports for public hearings, including Commission Meetings
- Attend Staff meetings, Town Commission meetings, Development Review meetings and Planning and Zoning Board meetings
- Act as liaison between Town, South Florida Regional Planning Council and State Department of Economic Opportunity and such other local, state and federal agencies as may interact with Surfside for the various programs within the Planning Department
- Attend County and State agency meetings and forums as required
- Answer calls and emails from the public relating to zoning questions
- Answer calls and emails from Mayor, Vice Mayor, Commissioners and Town Staff
- Provide cursory reviews of plans to residents prior to submitting for planning and zoning or permits
- Review and administer zoning permits
- Review development applications through cost recovery
- Interact as needed with Town Staff including permit review with the Town Building Department

Calendar year 2019 costs: \$248,416

Engineering Services Contract – CGA number 07-1541

Monthly Fee: \$7,669.40

Potential Additional Fees: Special projects/tasks such as 10-year water supply, Stormwater Master Plan, etc. with costs based on hourly rates. Proposals are submitted to Town Staff for review then presentation to Commission, as required, for discussion and approval or rejection.

Other additional Engineering Services not contained in Monthly Fee:

Water & Sewer Support - Billed per hour on as needed basis and authorized at up to \$24,900 for FY 2020:

Hourly Town Staff supplemental support including, but not limited to Engineering assistance for atlas upgrades, printing, electronic updates, etc., leaks, breaks, pump station trouble shooting, repairs, and operational assistance, calls and email responses in the event of a loss of service to either water or sewer system, initial project review and discussion. Constructability questions and reviews for any Town Staff inquiries/in-house projects. Any portion of the PO that is not utilized is not billed to the Town.

Stormwater/NPDES Support - Billed per hour on as needed basis and authorized at up to \$6,000 for FY 2020:

Hourly Town Staff supplemental support to include Engineering assistance for as-builts/atlas updates, NPDES monitoring and reporting, drainage pump station troubleshooting, repairs and maintenance and operational assistance. Constructability questions and reviews for any Town Staff inquiries/in-house projects. Any portion of the PO that is not utilized is not billed to the Town.

Staff assigned to contract: Nicholas Kanelidis, PE Project Manager - a portion of everyday dedicated to the Town of Surfside

James Hart, PE, Project Manager – Part time dedicated to the Town – review of pump station controls and data for Sewage and Drainage Stations

Jenna Martinetti, PE Director of Engineering – Part Time dedicated to the Town- oversight of staff and assistance as needed

Bob McSweeney, PE, Director of Construction – Part time dedicated to the Town – construction related questions, constructability reviews and review comments for any outside or in-house projects.

Chris Giordano, MSC, CCM, Vice President – Part Time dedicated to the Town- client contact, oversight and assistance as needed

Monthly Fee hours dedicated per month:

60 hours

Monthly Fee Brief scope of work:

Staff and manage the Town's Engineering Department as required to complete the following tasks:

- Phone calls, emails, presentation preparation and meetings as needed with Staff, Boards and Commission regarding engineering or Public Works related items, questions and concerns
- Daily monitoring of the Town's five (5) pump stations: alarm review, run time review, number of starts, instrumentation functioning check
- Monthly and quarterly meetings (Utility Round Table) with the County to ensure compliance of all required regulations and reporting – complete County required reporting
- Annual GIS reporting to the County for water, sewer, and drainage infrastructure
- Sewage Transmission and Disposal Duties
 - Documentation/Reporting required by Consent Decree
 - Documentation/Reporting required by Consent Agreement
 - NAPOT Report Review
 - Analysis and Graphing of Sewage Flow vs Rainfall
 - Inflow Infiltration Analysis
 - Billing Review from County
 - Annual CMOM reporting to the County
 - Annual SSES reporting to the County
- Water Distribution and Consumption Duties
 - Billing Review from the City
 - Lead and Copper Reporting and Compliance
 - Monthly water accounting to determine water sold versus water loss
 - Monthly bacteriological test reporting for the County
- Project Feasibility/Analysis
 - Participate in discussions with Staff, Residents and Commission regarding any potential projects
 - Provide input/cost analysis for potential projects
 - Present to Commission on potential projects and estimated costs/benefits
- Minor grant writing assistance
 - Technical write-up
 - Exhibits
 - Potential Project Cost Estimates

Calendar year 2019 costs: \$273,127

**For additional information on calendar year 2019 tasks including projects see attached supplemental*

CGA Payments by contract/tasks for Calendar Year 2019

	<u>CY 2019</u>		
	Paid		
Information Technology			
General Services			
Monthly IT retainer	130,290	48%	
Extra Services			
After hours extra time	16,646	6%	
Broadcasting support	10,553	4%	
Projects			
ERP Implementation Support	115,200	42%	
	<u>272,688</u>	<u>100%</u>	34%
Planning & Zoning/Community Development			
General Services			
Community Development Director Services - Monthly retainer	106,135	43%	
Planning and Zoning – Monthly retainer	78,589	32%	
Extra Services			
Planning & Zoning extra hrs. outside of monthly retainer	11,539	5%	
Cost Recovery (part of Planning Contract)	22,032	9%	
Projects			
Resiliency Planning (Climate Change Action Report)	30,122	12%	
	<u>248,416</u>	<u>100%</u>	31%
Engineering/PW			
General Services			
General Engineering Services – Monthly Retainer	90,547	33%	
Extra Services			
General Public Works extra hours outside of monthly retainer	87,153	32%	
Water & Sewer Support Services	36,782	13%	
GIS Water/Sewer	160	0%	
Projects			
Downtown Street Lighting Support	412	0%	
Stormwater Master Plan	4,731	2%	
Solar Panel Engineering Support	14,596	5%	
96th Street Park RFP Support	6,014	2%	
96th Street Park Survey	3,735	1%	
Traffic signal mods at 88, 93, and 94 St - bidding assist., CEI, closeout	8,687	3%	
Town of Surfside Street Light Inventory	2,263	1%	
Surfside Community Center Indoor Air Quality testing	1,170	0%	
Town of Surfside Dune Survey & Beach Management Plan	8,478	3%	
Surfside Parking Utilization Study - Data Collection	8,400	3%	
	<u>273,127</u>	<u>100%</u>	34%
	<u>Totals:</u>	<u>794,232</u>	



MEMORANDUM

ITEM NO. 5AA

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

From: Guillermo Olmedillo, Town Manager

Date: April 21, 2020

Subject: Calvin, Giordano & Associates Contracts Executive Summary

At the March 31, 2020 Special Commission Meeting, Town Administration was directed to provide an Executive Summary on the Calvin, Giordano & Associates contracts related to Information Technology, Engineering, and Planning & Zoning.

Please find attached requested report. The report was provided to Commission on April 16, 2020.

Reviewed by: GO

Prepared by: JDG

IT Services Contract – CGA number 17-9175

Monthly Fee: \$11,031.31

Potential Additional Fees: \$238.29 per broadcasting event – including setup, AV during meeting, posting after the meeting is over. Average Commission Meetings are 4 hours (30 min setup, 3-hour meeting, 30 min broadcasting of video)

After hours or weekend services (Police Department Emergencies/ Downtime to background check servers) \$101.34/hour only at Town request.

Staff assigned to contract: Jose Feliz, Support Specialist Full Time dedicated to the Town of Surfside
Eric Wells, Network Administrator Part Time dedicated to the Town of Surfside- as needed oversight, assistance and PTO coverage.

Adrian Santaella, Media Specialist Part Time (contract states 20 hours per month) dedicated to the Town of Surfside as needed for website updates.

Monthly Fee hours dedicated per month:

170 hours

Monthly Fee Brief scope of work:

Desktop support for all Town Staff including the Police Department, including:

- Maintain and trouble shoot all servers, computers, software, printers, scanners, phone systems at all locations
- Specifying, purchasing and setup of all new IT equipment for staff and PD
- Maintaining uptime on servers, Police Department USA Software and FDLE
- Troubleshooting Tyler ERP Software
- Upgrading Town equipment as needed, including Data Center, Data Domain, Backup Systems and Servers
- Specifying, procuring and managing installation of security systems including door strikers, locks and cameras
- Recording and Broadcasting all Public Meetings
- Closed Caption for Channel 663 and Video Streaming
- Hosting the Town Website, ensuring Website ADA Compliance and up to 20 hours of Website posts and updates
- Parks & Recreation RecTrac software upgrade implementation
- Managing NetMotion and AT&T to integrate GPS on all Town equipment such as Laptops as a theft deterrent/tracking system.
- Managing Surveillance Cameras for PD, Town Hall, Abbott Lot, 96th Park and Community Center.
- Keeping SCALA up to date (Town Broadcasting)

Calendar year 2019 costs: \$272,688

Planning & Zoning Contract – CGA number 07-1539 Surfside Planning & Zoning & 07-1536 Community Development Director

Monthly Fee: \$6,695.34 (P&Z) & \$8,990.87 (Community Development) - Total \$15,686.21

Potential Additional Fees: Cost Recovery:

Large development projects may result in additional fees which are paid as a cost recovery fee, which is paid by the developer and not from the Town's funds.

Other additional Planning & Services not contained in Monthly Fee:

Planning & Zoning Extra - Billed per hour on as needed basis and authorized at up to \$15,500 for FY 2020:

Renderings requested by Town Administration or the Planning and Zoning Board performed by Urban Designers.

Resiliency Planning & Meeting attendance - Billed per hour on as needed basis and authorized at up to \$6,818.62 for FY 2020:

As requested, attendance at Resiliency-type meetings

Staff assigned to contract:

Sarah Sinatra Gould, AICP, Director of Planning Services, largely working for the Town of Surfside. Coordinates studies and graphics relating to requests by the Planning and Zoning Board. Answers calls and emails from the public. Performs cursory reviews of applications for the public prior to submittal for Planning and Zoning. Performs code updates as requested by the Planning and Zoning Board and/or Town Commission.

James Hickey, AICP, Planning Administrator, Part time dedicated to the Town- provides assistance and coverage for Sarah Sinatra Gould to ensure complete continuity through PTO or other absences. Reviews applications and provides feedback to the public.

Daniel Mantell, Planner, Part time dedicated to the Town - reviews residential and sign applications, responds to emails from residents, staff and developers.

Joanne Maglietta, Zoning Tech, part time dedicated to the Town- responds to phone calls and emails. Answers general zoning questions. Provides responses to zoning confirmation letters.

Casey Ogden, GIS Specialist, Part time dedicated to the Town – provides GIS graphics and produces maps relating to distance separation of uses as requested by the Planning and Zoning Board.

Monthly Fee hours dedicated per month:

150 hours

Monthly Fee Brief scope of work:

Complete management of the Planning & Zoning Department:

- Prepare reports, data, analysis, graphics and other assignments requested by the Planning and Zoning Board
- Prepare presentations and present staff reports for public hearings, including Commission Meetings
- Attend Staff meetings, Town Commission meetings, Development Review meetings and Planning and Zoning Board meetings
- Act as liaison between Town, South Florida Regional Planning Council and State Department of Economic Opportunity and such other local, state and federal agencies as may interact with Surfside for the various programs within the Planning Department
- Attend County and State agency meetings and forums as required
- Answer calls and emails from the public relating to zoning questions
- Answer calls and emails from Mayor, Vice Mayor, Commissioners and Town Staff
- Provide cursory reviews of plans to residents prior to submitting for planning and zoning or permits
- Review and administer zoning permits
- Review development applications through cost recovery
- Interact as needed with Town Staff including permit review with the Town Building Department

Calendar year 2019 costs: \$248,416

Engineering Services Contract – CGA number 07-1541

Monthly Fee: \$7,669.40

Potential Additional Fees: Special projects/tasks such as 10-year water supply, Stormwater Master Plan, etc. with costs based on hourly rates. Proposals are submitted to Town Staff for review then presentation to Commission, as required, for discussion and approval or rejection.

Other additional Engineering Services not contained in Monthly Fee:

Water & Sewer Support - Billed per hour on as needed basis and authorized at up to \$24,900 for FY 2020:

Hourly Town Staff supplemental support including, but not limited to Engineering assistance for atlas upgrades, printing, electronic updates, etc., leaks, breaks, pump station trouble shooting, repairs, and operational assistance, calls and email responses in the event of a loss of service to either water or sewer system, initial project review and discussion. Constructability questions and reviews for any Town Staff inquiries/in-house projects. Any portion of the PO that is not utilized is not billed to the Town.

Stormwater/NPDES Support - Billed per hour on as needed basis and authorized at up to \$6,000 for FY 2020:

Hourly Town Staff supplemental support to include Engineering assistance for as-builts/atlas updates, NPDES monitoring and reporting, drainage pump station troubleshooting, repairs and maintenance and operational assistance. Constructability questions and reviews for any Town Staff inquiries/in-house projects. Any portion of the PO that is not utilized is not billed to the Town.

Staff assigned to contract: Nicholas Kanelidis, PE Project Manager - a portion of everyday dedicated to the Town of Surfside

James Hart, PE, Project Manager – Part time dedicated to the Town – review of pump station controls and data for Sewage and Drainage Stations

Jenna Martinetti, PE Director of Engineering – Part Time dedicated to the Town- oversight of staff and assistance as needed

Bob McSweeney, PE, Director of Construction – Part time dedicated to the Town – construction related questions, constructability reviews and review comments for any outside or in-house projects.

Chris Giordano, MSC, CCM, Vice President – Part Time dedicated to the Town- client contact, oversight and assistance as needed

Monthly Fee hours dedicated per month:

60 hours

Monthly Fee Brief scope of work:

Staff and manage the Town's Engineering Department as required to complete the following tasks:

- Phone calls, emails, presentation preparation and meetings as needed with Staff, Boards and Commission regarding engineering or Public Works related items, questions and concerns
- Daily monitoring of the Town's five (5) pump stations: alarm review, run time review, number of starts, instrumentation functioning check
- Monthly and quarterly meetings (Utility Round Table) with the County to ensure compliance of all required regulations and reporting – complete County required reporting
- Annual GIS reporting to the County for water, sewer, and drainage infrastructure
- Sewage Transmission and Disposal Duties
 - Documentation/Reporting required by Consent Decree
 - Documentation/Reporting required by Consent Agreement
 - NAPOT Report Review
 - Analysis and Graphing of Sewage Flow vs Rainfall
 - Inflow Infiltration Analysis
 - Billing Review from County
 - Annual CMOM reporting to the County
 - Annual SSES reporting to the County
- Water Distribution and Consumption Duties
 - Billing Review from the City
 - Lead and Copper Reporting and Compliance
 - Monthly water accounting to determine water sold versus water loss
 - Monthly bacteriological test reporting for the County
- Project Feasibility/Analysis
 - Participate in discussions with Staff, Residents and Commission regarding any potential projects
 - Provide input/cost analysis for potential projects
 - Present to Commission on potential projects and estimated costs/benefits
- Minor grant writing assistance
 - Technical write-up
 - Exhibits
 - Potential Project Cost Estimates

Calendar year 2019 costs: \$273,127

**For additional information on calendar year 2019 tasks including projects see attached supplemental*

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Totals:	<u><u>794,232</u></u>		



MEMORANDUM

ITEM NO. 5CC

To: Honorable Mayor, Vice-Mayor and Members of the Town
From: Commission Guillermo Olmedillo, Town Manager
Date: May 26, 2020
Subject: Abbott Avenue Drainage Improvements Update

At the April 28th, 2020 Special Commission Meeting, Town Administration was directed to prepare a report in order to determine if completed Calvin Giordano & Associates (CGA) work authorization No. 112 titled “Surfside Abbott Avenue Drainage Study – 90th Street to 96th Street” is sufficient scope and detail in order to proceed with creating a Request for Qualification (RFQ) for design phase of the project by another professional engineering firm to be selected.

CGA work authorization No. 112 which was authorized through Resolution No. 2018-2509 provided authorization to CGA to perform a drainage study for Abbott Avenue to assess the existing stormwater drainage system in the region of Abbott Ave from 90th street to 96th street and provide recommendations for improvements to resolve the periodic flooding. The basis for civil engineering services included the following:

- Identify drainage system deficiencies by
 - Drainage analysis which included ICPR modeling of various storm events
 - Modeling included existing system capacities at the analysis area
 - Modeling included proposed options in order to determine effectiveness of each proposed option
- Provide a Drainage study detailing findings of the analysis

The scope of work under work authorization No. 112 did not include engineering plans, permitting or construction management services. Pursuant Chapter 287 of the 2019 Florida Statutes, the Town can proceed to procure an Engineer of Record (EOR) for professional services based on analysis criteria under work authorization No. 112 in order to retain services for the design phase of the project. During the composition of the RFQ, the Town will compile pertaining documents related Abbott Avenue Drainage Improvements, which will include Calvin Giordano & Associates (CGA) work authorization No. 112 findings in document titled “Surfside Abbott Avenue Drainage Study – 90th Street to 96th Street”, as well as additional information to define the scope of services to be

procured under the RFQ. Furthermore, after Town Administration discussions with CGA, information pertaining to the completed work authorization will be turned over to design phase engineering professional selected

The Town Administration recommends that the proposed RFQ for design phase engineering services also includes permitting and construction management services in order to effectively manage all phases of the project. The project EOR will be retained during all phases of the project since any unforeseen scope encountered during construction will require EOR review and approval for design changes. In addition to the RFQ for professional engineering services, a Request for Proposal (RFP) for construction of project will be required.

The Town Administration seeks direction from the Town Commission in order to draft an RFQ for Town Commission review and approval prior to advertisement.

Reviewed by:

Prepared by: HG

TOWN OF SURFSIDE

Public Works Department

“Drainage Improvements Plan”

April 20, 2020

9293 HARDING AVENUE,
SURFSIDE, FL 33154
PHONE: (305) 861-4863

Prepared By:



Public Works Department



OVERVIEW

The Town of Surfside Administration was tasked by the Town Commission to provide Drainage Improvement options with a 30 day turn around from March 31st, 2020 for the Commission to review. The Town of Surfside is a coastal barrier island with a low elevation relative to sea-level. Therefore, flooding on occasion is expected due to the natural geography of the region. Even though flooding is common in South Florida, some areas have more flooding than others. Relative to the City of Miami Beach and the Village of Bal Harbour, the Towns stormwater management systems are efficient. Nonetheless, acknowledging that flooding is a normal hazard present, there are some mitigation practices and projects than can be performed in order to optimize stormwater facilities systems for a better level of service.

The effectiveness of any stormwater management system is directly related to environmental and geological changes. In order to maintain the same design effectiveness, the stormwater management system needs to be upgraded to account atmospheric and meteorological changes. Prior to updating any physical system, a Stormwater Master Plan (SWMP) needs to be created or updated. SWMPs are typically updated every 5-years to assess and update the current condition of the Town's drainage systems. Since 2013's Capital Improvement Projects (CIP), the Town has not performed a SWMP. In 2019, the Town's Engineer of Record (EOR) was approved to compose a full SWMP in order to evaluate existing conditions through an objective approach. The SWMP will be used to evaluate the Town's stormwater management practices, existing drainage facilities, future projects and funding, and regulatory policies.

Even though the SWMP will determine all areas within the Town that require Drainage system updates, there are some areas that are in obvious stress that do not require a SWMP to address. Nonetheless, individualized studies of these areas are a component of the SWMP. For example, Abbott Ave between 90th Street and 96th Street is a known area of periodic flooding. On December 2018, the Town's EOR performed a study in the area and determined a total of 3 options in order to mitigate the flooding. The Town's Public Works Department reviewed all 3 options and provide recommendations in this report. The following attachments are being provided in order to satisfy the 30-day deadline for a Drainage Improvement Plan. The information is to assist the Town Commission to provide further direction:

Attachments

- A. Abbott Ave between 90th Street and 96th Street Study and Recommendation
- B. Stormwater Master Plan (FAQ)
- C. Proposed Programming Process for Additional Drainage Improvements
- D. Atlas of Existing Drainage System



ATTACHMENT A

Abbott Ave between 90th Street and 96th Street
Study and Recommendation



SUMMARY

The study reveals that, regardless of the proposed improvements, complete level of service compliance is not feasible, and the identified deficiencies can't be completely eliminated. However, the study also reveals that noticeable improvements in level of service may be achieved by implementing any one or a combination of the following improvements:

1. Increasing conveyance of pipe size
2. Increase the number of storm inlets
3. Increasing the roadway profile slope
4. Adding a pump station and associated drainage wells at the west end of 92nd Street, or replacing the existing pump station of 92nd Street with a new pump station and drainage wells
5. Adding a pump station at 92nd Street and Abbott Avenue intersection discharging into Indian Creek

These improvements are anticipated to reduce or alleviate flooding during most frequent, short-duration storm events. For long-duration storm events, the area of concern will continue to experience flood conditions due to drainage deficiencies of the overall drainage basins and master drainage systems, but the flood conditions should be improved. Since meeting the complete level of service is not feasible, it may be best to view the data in terms of the practical improvements which may be achieved.

RECOMMENDATION

Option 1 includes constructing a new Pump Station at Abbot Avenue and 92nd Street intersection discharging into Indian Creek via the proposed 12-inch diameter storm force main along 92nd Street. The proposed stormwater force main (FM) is proposed to replace previously abandoned water main (WM) along 92nd Street to minimize conflicts with existing other utilities. This option also includes addition of storm inlets along Abbott Avenue, upsizing of storm pipes at Abbott Ave and 91st Street intersection, and upsizing of storm pipes at Abbott Avenue and 92nd Street intersection. This option will significantly reduce flooding at a cost of approximately \$982,000.

Option 2 and **Option 3** would provide the same level of service and water management quality but with more unforeseen. For example, **option 1** proposes to install new drainage transmission lines were an old water main exists. In doing so, it eliminates conflicts with other utilities by choosing a known path of no conflicts. Additionally, **option 1** is the most cost-effective options. Due to the magnitude of site disturbance and total reconstruction requirement of roadways, drainage and existing utilities, **option 3** is not recommended by this study. However, it can be considered if the Town desires to make incremental improvements to its master drainage system over time with the ultimate goal of eventually meeting the level of service requirements at some point in the future.

In this attachment along with recommendation, proposed conceptual designs are provided. The full report titled "**Surfside Abbott Ave (90th Street to 96th Street) Drainage Study**" is 213 pages and can be provided upon request.

COVER PAGE OF STUDY
FULL STUDY CAN BE
PROVIDED UPON REQUEST

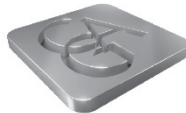


FINAL DRAINAGE REPORT

SURFSIDE ABBOTT AVENUE (90TH STREET TO 96TH STREET) DRAINAGE STUDY

Town of Surfside, Miami-Dade County
December, 2018

Prepared by:



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS™

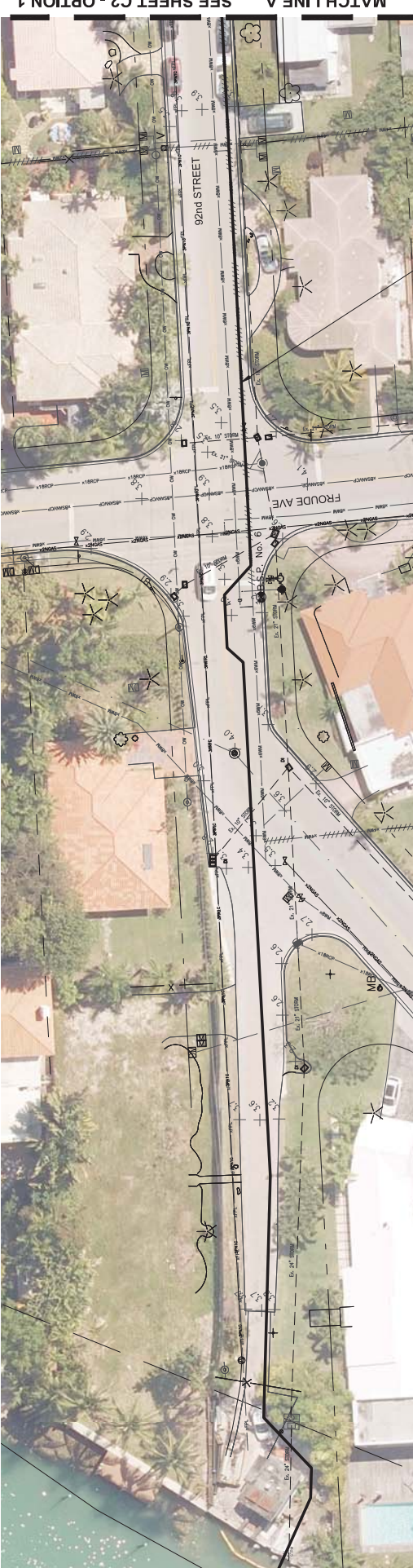
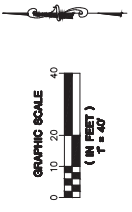
1800 Eller Drive, Suite 600 · Fort Lauderdale, FL 33316

(phone) 954.921.7781 · (fax) 954.266.6487

Certificate of Authorization #514

CGA Project #18-1160

Mohammed Sharifuzzaman, P.E. Project Manager
Florida Registration # 67640



PROPOSED 12" HDPE
DRAINAGE FORCE MAIN



PROJECT:	SCALE:
AS SHOWN	AS SHOWN
PROJECT NO:	PROJECT NO:
181160	181160
DATE:	DATE:
10/18	10/18

**OPTION 1
PROPOSED DRAINAGE
IMPROVEMENTS DETAILS**

SURFSIDE ABBOTT AVE. DRAINAGE STUDY
SURFSIDE, FLORIDA

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
10000 W. BOULEVARD
PO BOX 95482798 • LAS VEGAS, NV 89152-2897
Certificate of Authorization 314



NO.	DATE	REVISION	BY



EXISTING DRAINAGE STRUCTURES TO BE RECONSTRUCTED

PROPOSED 18" RCP

PROPOSED 24" RCP

PROPOSED 24" RCP

PROPOSED 18" RCP

PROPOSED 24" RCP

PROPOSED 24" RCP

MATCH LINE D SEE SHEET C6 - OPTION 1

MATCH LINE C SEE SHEET C4 - OPTION 1



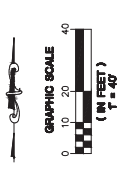
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PROJECT NO.	181100
DATE	10/01/18

**OPTION 1
PROPOSED DRAINAGE
IMPROVEMENTS DETAILS**

SURFSIDE ABBOTT AVE. DRAINAGE STUDY
SURFSIDE, FLORIDA

Calvin Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
10000 W. BAYVIEW BLVD., SUITE 200
MIAMI, FL 33147
Phone: 305.552.7788 • Fax: 305.552.2807
Certificate of Authorization 314

NO.	DATE	BY	REVISION



SCALE: AS SHOWN
 PROJECT NO: 18100
 SHEET: C6

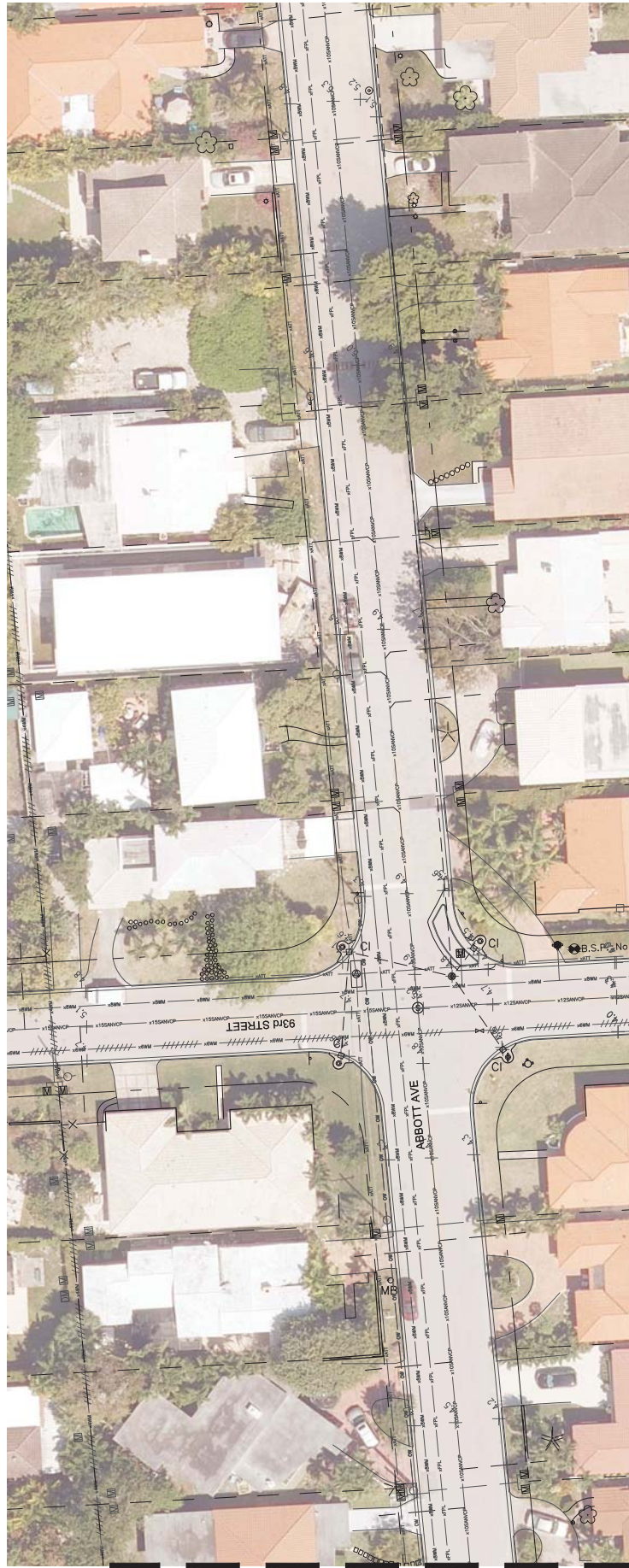
CONSUMER SERVICE DIVISION, P.E.
 STATE OF FLORIDA PROFESSIONAL ENGINEER
 LICENSE NO. 57946
 DATE: 10/18

**OPTION 1
 PROPOSED DRAINAGE
 IMPROVEMENTS DETAILS**

SURFSIDE ABBOTT AVE. DRAINAGE STUDY
 SURFSIDE, FLORIDA

Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 10000 W. BAYVIEW BLVD. SUITE 200
 MIAMI, FL 33147
 Phone: 305.552.7591 • Fax: 305.552.2807
 Certificate of Authorization 314

NO.	DATE	BY	REVISION



MATCH LINE E SEE SHEET C6 - OPTION 1

NO.	DATE	BY	REVISION

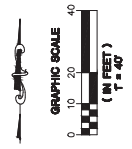
Calvin Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 10000 W. BAYVIEW BLVD. SUITE 200
 MIAMI, FL 33147
 Phone: 305.572.7766 • Fax: 305.572.2807
 Certificate of Authorization 314

SURFSIDE ABBOTT AVE. DRAINAGE STUDY
 SURFSIDE, FLORIDA

OPTION 1
PROPOSED DRAINAGE
IMPROVEMENTS DETAILS

DESIGNER: CALVIN GIORDANO, P.E.
 STATE OF FLORIDA PROFESSIONAL ENGINEER
 LICENSE NO. 67946
 DATE: 10/01/18

SCALE: AS SHOWN
 PROJECT NO.: 181160
C7





ATTACHMENT B

Stormwater Master Plan (FAQ)



Town of Surfside Public Works Department Stormwater Master Plan (SWMP)

Update as of April 20th 2020

TOWN OF SURFSIDE (SWMP) FREQUENTLY ASKED QUESTIONS

1. What is the purpose and benefit of a Stormwater Master Plan (SWMP)?

- A SWMP is a planning-level, engineering document that analyzes the current condition of the Town's existing stormwater management (drainage) systems. The SWMP serves to identify and prioritize areas where drainage systems are deficient and to what extent they are lacking. After these problem areas are identified, preliminary drainage projects are developed and ranked in order of most pressing need to help alleviate flooding in these areas. The SWMP also compares the cost of these projects to the Town's budget and defines an implementation schedule for the defined projects.
- A SWMP has numerous benefits. The SWMP will provide the Town with a Capital Improvement Plan to implement high priority flood improvement projects in a systematic and cost-effective manner. It will also help improve the Town's community rating system (CRS) score, which helps reduce flood insurance rates for Town residents. The SWMP can also be used as a tool to secure available State and Federal grants to help fund flood control projects. All grants require a planning document that identifies the needs and costs of the proposed improvements.

2. How is the SWMP developed?

- For analysis, the Town is broken up into sub-basins, which are basically areas which drain to a common low point. Think of a series of differently sized bowls: each bowl has its own area and internal drainage systems. For the purposes of a SWMP, what moves stormwater inside each bowl is not the main concern but rather how the stormwater is conveyed from one bowl to another, ultimately going to a nearby canal, the groundwater table, or other body of water.
- The engineering analysis that is a part of the SWMP is performed using the existing drainage information from the Town, County, and State, and takes into account major portions of the systems, such as major drainage pipes connecting sub-basins, outfalls and pump stations. These drainage systems and the areas that drain to them are fed into a sophisticated stormwater modeling application which routes stormwater throughout the systems and assesses the efficiency of that routing.

3. What are the limitations of the SWMP?

- The SWMP is a planning tool. Therefore, it only takes into account the major portions of the drainage systems that exist, and it does not take into account the individual inlets and smaller systems that do not contribute to conveyance from one sub-basin to another. This type of analysis is typically performed during the detailed design level studies, which usually take into account much smaller areas such as intersections, sections of roadways, and, in some cases, even neighborhoods.

4. How often are SWMPs updated?

- SWMPs are typically updated every 5-years to assess and update the current condition of the Town's drainage systems. Ignoring the 5-year cycle can ultimately affect flood insurance rates. Updates take into account projects that have been constructed since the last SWMP, newly developed areas, changes in local conditions such as adjustments in maintained canal stages, sea level rise (which can potentially affect major canals and conveyance systems), and major land use changes involving large areas.



Town of Surfside Public Works Department Stormwater Master Plan (SWMP)

Update as of April 20th 2020

TOWN OF SURFSIDE (SWMP) FREQUENTLY ASKED QUESTIONS

5. How is the Stormwater Master Plan used by the Town?

- The SWMP document serves to support the Town in making scientifically substantiated decisions for the management of the Town's stormwater management systems. It serves to provide a greater understanding of the Town's existing drainage systems, identify areas of concern, and provides recommendations for implementing future flood control projects on a priority basis in order to provide the greatest benefit in the most cost-effective fashion.

6. What is flood protection level of service?

- The flood protection level of service (FPLOS) is defined as the level of flood protection a drainage system provides against a predefined rainfall event. For example, drainage systems must provide flood protection for buildings finished floor elevations up to a 100-year rainfall event, assuming the building was built in accordance with Town regulations and local building codes.

7. What is a 5-, 10-, 25- and 100-year storm event, and how does that translate to rainfall amount?

- The 5-, 10-, 25-, and 100-year terms identify the intensity and probability of a rainfall event occurring. These translate into a percent chance of a rainfall event occurring in any given year. For example, a 100-Year event has a 1% chance of occurring in any given year ($1/100=1\%$). A 100-year storm event does not mean that it will happen only once in a 100 year period. Although highly improbable, there is a chance for back-to-back severe events, such as the 100-year and 25-year events. Each rainfall event has an associated rainfall depth that is based on the statistical analysis of regional historical rainfall data. These rainfall events are site specific and vary throughout the state and world.

8. How does the Town use the 5-, 10-, 25-, and 100-year design storm events for the design of drainage systems?

- In most cases, the 5- and 10-year design storm events are used to size drainage systems to provide flood protection for collector and arterial roads, respectively.
- The 25-year design storm event is used to ensure that post-development discharges do not exceed pre-development discharges into public rights-of-way. Public rights-of-way ultimately discharge to canal drainage systems which are typically designed for 25-year storm events.
- The 100-year design storm event is used to establish the minimum finished floor elevations.

9. What is the Finished Floor Elevation?

- The Finished Floor Elevation, or FFE, is the lowest habitable elevation of the structure in question. In most cases, the FFE of an attached garage is excluded for a single-family dwelling. Additionally, because all homes are constructed differently, it is advised to refer to FEMA guidance for further direction.

10. What is considered flooding?

- Flooding is a relative term that is one of the most incorrectly used words when describing water that is sitting on the surface. In most cases, flooding occurs when a drainage system does not meet the intended flood protection level of service or exceeds the designed capacity of an existing drainage system. In some cases, a drainage system is designed to have stormwater runoff collect in an area such as a swale or roadside dry pond. For these types of systems, ponding usually dissipates in a period of less than 24-hours. This prevents these areas from becoming a



Town of Surfside Public Works Department Stormwater Master Plan (SWMP)

Update as of April 20th 2020

TOWN OF SURFSIDE (SWMP) FREQUENTLY ASKED QUESTIONS

nuisance to the public or turning into mosquito habitats which usually occurs after 72-hours of ponding.

11. Why is the stormwater not draining?

- There are three primary reasons for flooding in developed areas:
 - Maintenance issues - An inlet or pipe is obstructed by debris.
 - The system does not have the adequate capacity for the appropriate design event. This is mostly due to overdevelopment without up sizing the drainage system.
 - The rainfall event exceeds the design capacity of the drainage system.
- When it rains, stormwater runoff needs to go somewhere; if it has nowhere to go, that stormwater will sit on the surface and evaporate or infiltrate over time. Fortunately, Mother Nature has a system for handling stormwater runoff by allowing stormwater to percolate into the ground. This water penetrates the “pervious” surface and recharges the groundwater table, which is where County residents get their drinking water.
- The problems begin when we develop areas and cover up these naturally “pervious” areas with man-made “impervious” structures such as roadways, sidewalks, and buildings. The remaining pervious areas now have to percolate additional stormwater into the groundwater table from those newly constructed impervious areas. If the capacity of the natural ground is exceeded, and the drainage systems are deficient in their design, flooding can occur even for minor storm events.

12. Why can't we just raise the roads or buildings?

- It may seem logical that the easiest and most viable solution for alleviating flooding is to raise the elevation of the road or property that is being affected by flooding. The reality is not so simple. If roads or individual properties increase elevation to avoid flooding, the area that they just filled is now unavailable for storing stormwater runoff. This water has to go somewhere, and in most cases results in an adjacent property getting that additional runoff and potentially causing flooding in an area that may not have otherwise flooded. Ignoring these causes for flooding will result in propagating problems throughout the Town and even the County.



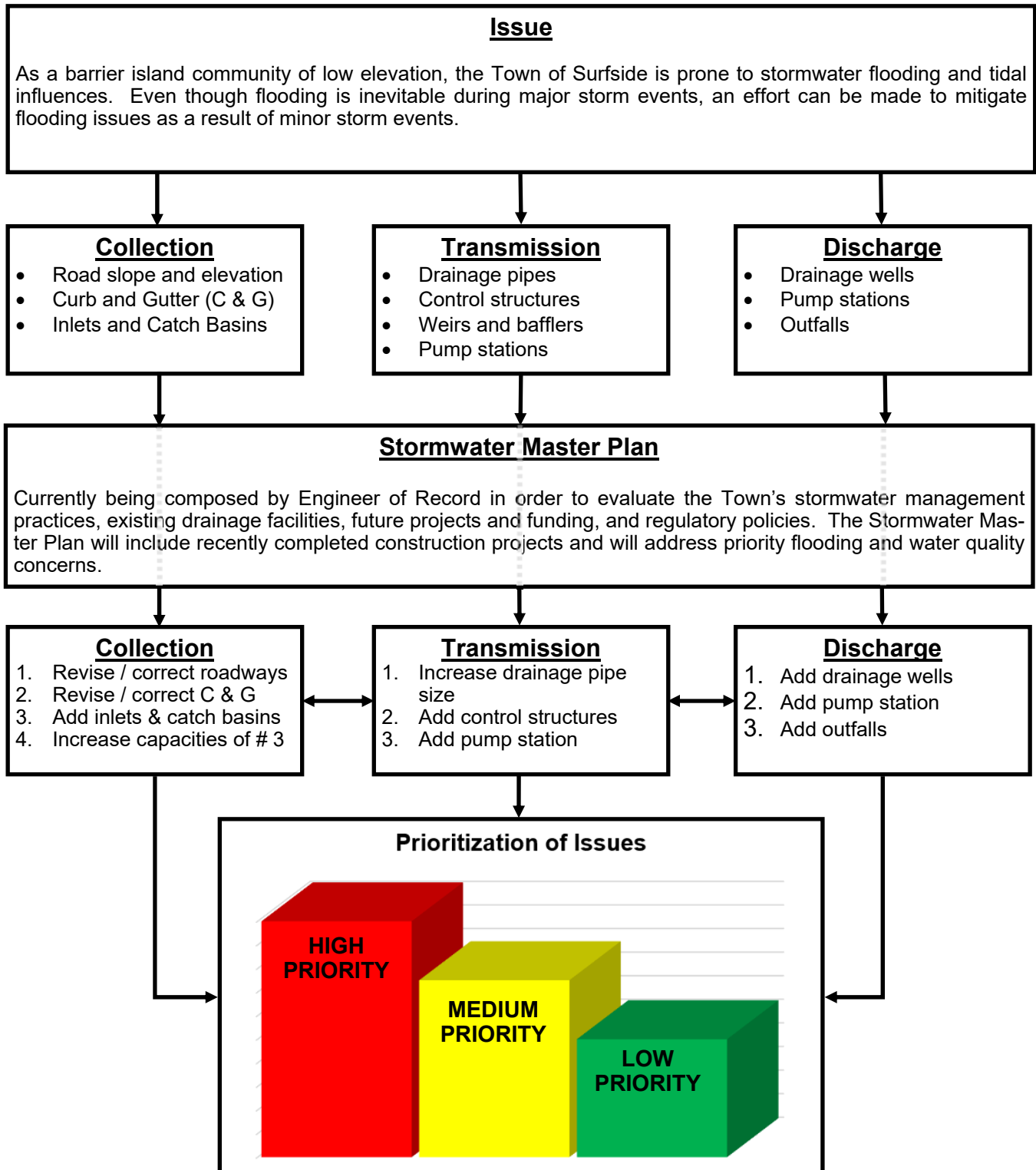
ATTACHMENT C

Proposed Programming Process for Additional Drainage Improvements



Town of Surfside Public Works Department Drainage Improvements Plan

PROGRAMMING PROCESS





Town of Surfside Public Works Department Drainage Improvements Plan

PROGRAMMING PROCESS (cont.)

Explanation of priority issues classifications:

HIGH PRIORITY ISSUES

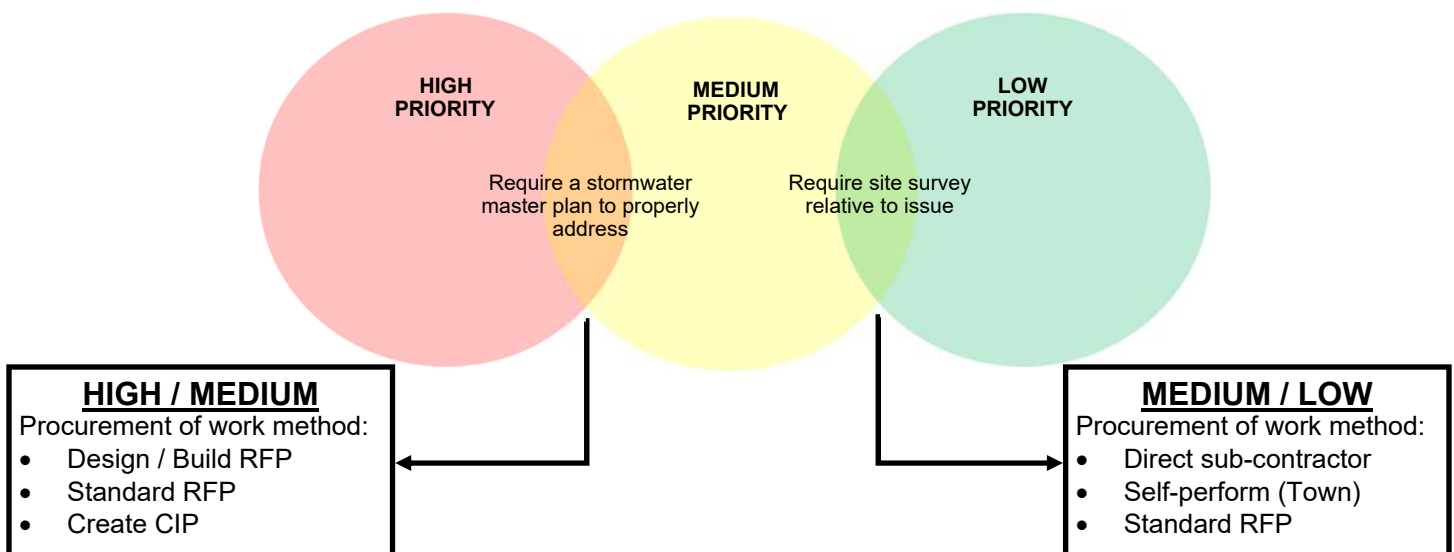
High priority issues are issues encountered where flooding due to rain events is causing a direct impact to life or property. These issues are beyond the capacity of the Town's existing stormwater system to manage and occur regardless the classification of storm type. These issues expose the deficiencies in the collection, transmission and discharge systems of the Town's stormwater infrastructure. These issues are the most costly to repair and mitigation processes will minimize the issue but there is no guarantee in eliminating the issue. An example of this type of issue is the flooding that occurs in the Abbott Ave region from 91st Street to 90th Street.

MEDIUM PRIORITY ISSUES

Medium priority issues are those encountered where flooding due to rain events is causing a direct impact to life or property. These issues are beyond the capacity of the Town's existing stormwater system; specifically a combination collection, transmission or discharge but not all three. These issues are not the most costly to mitigate but will require a sufficient allocation of funds. Medium Priority issues will mitigate various existing flooding concerns in certain areas up to a certain type of rain event classification. An example of this type of issue is the flooding that occurs due to some rain events at the Emerson Ave region from 91st Street to 92nd Street.

LOW PRIORITY ISSUES

Low priority issues are those encountered where minor flooding from rain events does not pose a direct impact to life or property but do pose concerns to quality of life. These issues are usually surface related with collection systems such as roadways and curb & gutters. An example of this issue is water ponding on curb edges due to low points along the curb and gutter. These issues are isolated but usually found where the roadway or curb surface has been disturbed due to construction or settled due to geological changes in the area. An example of low priority issues are water ponding at private property driveway entrances.





ATTACHMENT D

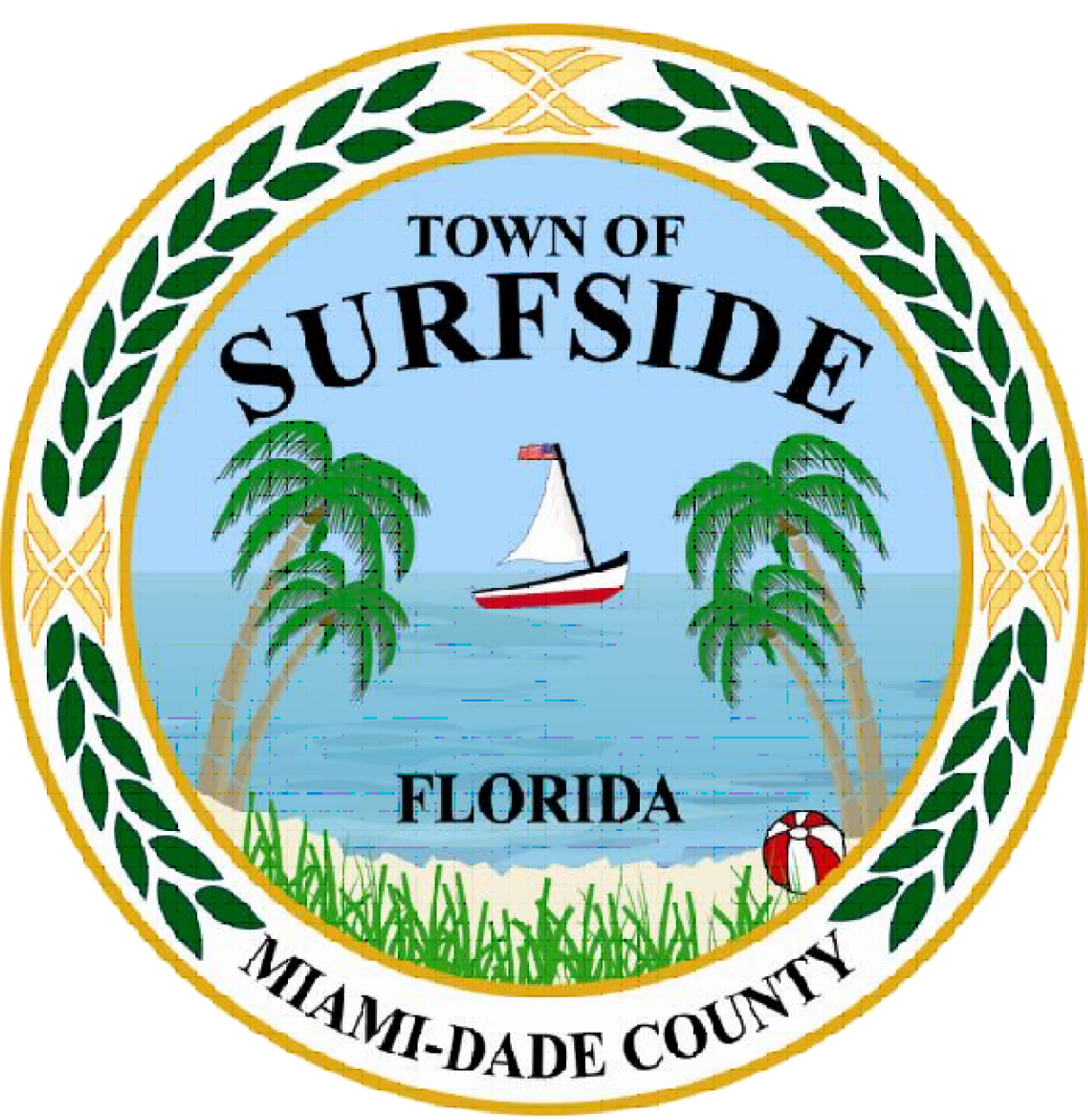
Atlas of Existing Stormwater System

Legend

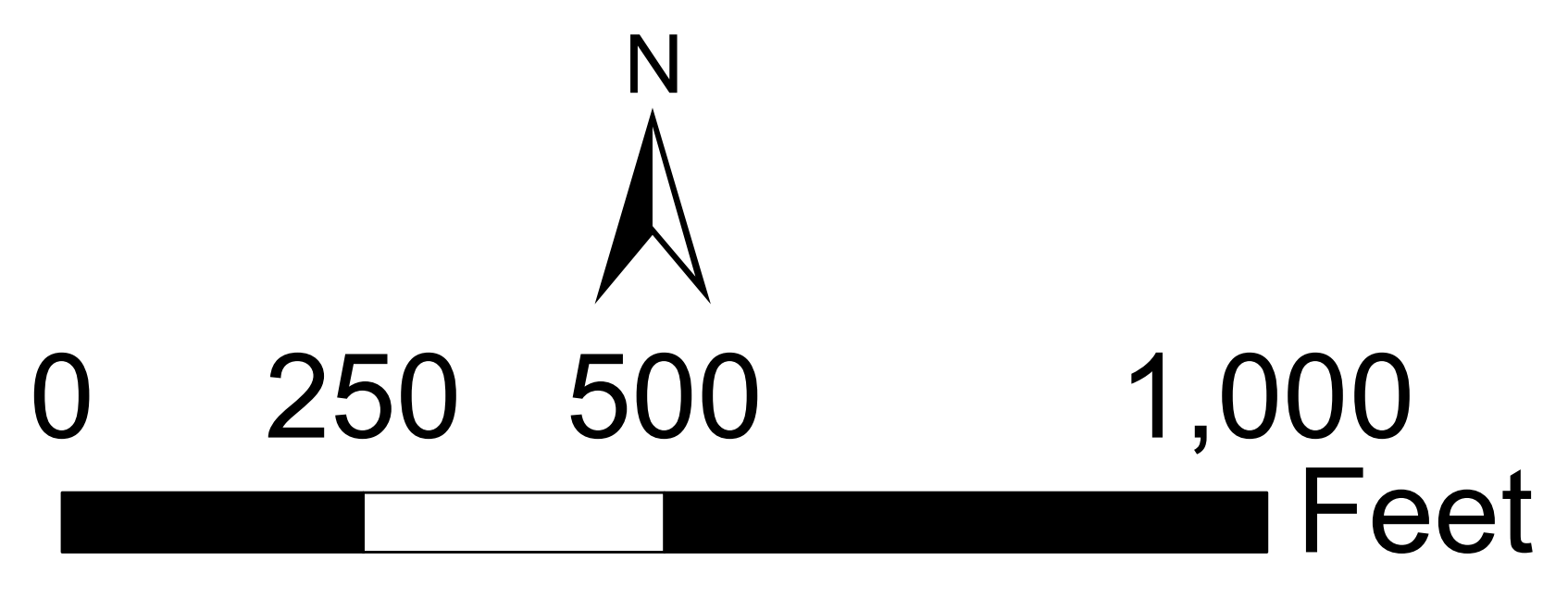
- ▣ Catch Basin
- Control Gate Valve
- ▣ Curb Inlet
- Manhole
- ⊕ Outfall
- ⊞ Pump Station
- ▭ City Boundary
- ▭ Parcels


Stormwater Pipe Diameter


- | | |
|-------|-------|
| — TBD | — 18" |
| — 4" | — 20" |
| — 8" | — 21" |
| — 10" | — 24" |
| — 12" | — 27" |
| — 14" | — 30" |
| — 15" | — 36" |
| — 16" | — 48" |




Stormwater Network Atlas




 Produced and maintained by the CGA
 Geographic Information Systems Services



 AUTHORIZED BUSINESS PARTNER


Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS™



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: April 24, 2020

From: Vice Mayor Tina Paul

Subject: Undergrounding power lines

Report – April 6, 2020 Conversation with Christopher Ferreira, FPL External Affairs Advisor

Florida Public Service Commission is finalizing rules; FPL will put together a plan for review.

The Resiliency Act – Lateral Lines will be placed underground (FPL lines only)

20 or 30-year plan to be built into rates, Plan will begin next year, in 3 year cycles, sporadic, not the whole town. Performance of lines will determine how to move forward.

Feeder lines are hardened, Lateral lines go underground.

Hardening will produce more efficient restoration times. Transformer and Insulation strengthening.

Wind load determines if poles are concrete or wood for main arterial lines.

Underground Premium Service – customers or city, requires a ballpark estimate that can go up or down, based on deep engineering.

A joint use agreement is needed between FPL, AT&T and Atlantic Broadband.

Currently Sunny Isles is the only municipality with a plan for Undergrounding. Key Biscayne has not moved forward.

Recommendation – Look at Cost Benefit Ratio.

FPL Undergrounding

Guillermo Olmedillo <golmedillo@townofsursidefl.gov>

Mon 4/8/2019 5:01 PM

To: **Elected Officials** <ElectedOfficials@townofsursidefl.gov>

Mayor, Vice Mayor and Commissioners:

In order to keep you informed, the message below explains the latest position by FPL in reference to undergrounding utilities.

Should you have questions, please advise.

Thank you



Guillermo Olmedillo

Town Manager

Town of Surfside

9293 Harding Ave

Surfside, FL 33154

(305) 861-4863 (305) 993-5097 F

Email: golmedillo@townofsursidefl.gov

www.townofsursidefl.gov

P Please consider the environment before printing this e-mail



Guillermo,

I spoke to John Lehr and Aletha Player of FPL on Friday afternoon, and I think I have some information of substance to share with you.

Easements/ROW agreement

With respect to the need for easements beyond the existing R-O-W: easements beyond the R-O-W limits are NOT REQUIRED as a matter of policy. In lieu of that, FPL is willing to accept a R-O-W agreement with the TOWN to memorialize an agreement between the two parties that should the Town or any other agency require FPL to relocate, adjust, or rearrange any of their underground facilities, the Town (or other agency) will provide FPL with an alternative location for the facilities and will pay any costs associated with the relocation, adjustment, or rearrangement, AND the Town (or other Agency) shall also reimburse FPL for any

costs to locate, expose, or protect, or support their facilities, in the event of future construction or excavation in close proximity to the FPL facilities.

The need for easements beyond the R-O-W limits may be dictated by the availability of space for FPL's (and cable TV and telephone) within the ROW vis-à-vis other underground utilities, and the physical space available for FPL's transformers and switch cabinets.

Easement sizes

FPL's standard easement sizes are: 10' x 10' for their residential transformers (4'-0" x 4'-6" pad) and 24' x 24' for their switch cabinets (largest pad = 84" x 84", Vista u/g vault = 79" x 72"). The transformer easements are probably the minimum size they can be. However, John and Aletha have indicated that they will work with us to minimize easement sizes as merited. So, the smallest easement we may be able to provide for the Vista cabinets is 13' x 18'.

Moving Forward

If the Town is interested in moving forward with FPL, and if you are interested in pursuing the avenue that avoids the need for easements beyond the R-O-W's from each homeowner, then we need to provide to FPL:

1. The Engineering Deposit of \$60,432, as previously outlined in our white paper, and
2. As-built records of the existing underground utilities.

It's worth noting that FPL previously completed their design of this system in 2012 or 2013. I believe CGA provided them with as-builts of the underground utilities existing at that time. So, we should be able to locate their drawings and the utility as-builts from that project. We will have to re-obtain current utility as-builts, in case anything has changed, including the infrastructure work we completed with the Town at that time.

John Lehr recalls that FPL's previous design located as many of the transformers and switch cabinets as possible on Town property, thereby simplifying any easement acquisition efforts. We expect they will replicate this consideration in their updated design.

Please call me if you wish to discuss further.

Thank you,

Curt Keyser, P.E.

Director of Engineering | Engineering (Broward)



Calvin, Giordano & Associates, Inc. | [1800 Eller Drive](#) | [Suite 600](#) | [Fort Lauderdale, FL 33316](#)

Office: 954.921.7781 | Direct: 954.766.2752 | Fax: 954.921.8807

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The 2019 Florida Statutes

Title XXVII

RAILROADS AND OTHER REGULATED UTILITIES

Chapter 366

PUBLIC UTILITIES

View Entire Chapter

366.96 Storm protection plan cost recovery.—

(1) The Legislature finds that:

(a) During extreme weather conditions, high winds can cause vegetation and debris to blow into and damage electrical transmission and distribution facilities, resulting in power outages.

(b) A majority of the power outages that occur during extreme weather conditions in the state are caused by vegetation blown by the wind.

(c) It is in the state's interest to strengthen electric utility infrastructure to withstand extreme weather conditions by promoting the overhead hardening of electrical transmission and distribution facilities, the undergrounding of certain electrical distribution lines, and vegetation management.

(d) Protecting and strengthening transmission and distribution electric utility infrastructure from extreme weather conditions can effectively reduce restoration costs and outage times to customers and improve overall service reliability for customers.

(e) It is in the state's interest for each utility to mitigate restoration costs and outage times to utility customers when developing transmission and distribution storm protection plans.

(f) All customers benefit from the reduced costs of storm restoration.

(2) As used in this section, the term:

(a) "Public utility" or "utility" has the same meaning as set forth in s. [366.02](#)(1), except that it does not include a gas utility.

(b) "Transmission and distribution storm protection plan" or "plan" means a plan for the overhead hardening and increased resilience of electric transmission and distribution facilities, undergrounding of electric distribution facilities, and vegetation management.

(c) "Transmission and distribution storm protection plan costs" means the reasonable and prudent costs to implement an approved transmission and distribution storm protection plan.

(d) "Vegetation management" means the actions a public utility takes to prevent or curtail vegetation from interfering with public utility infrastructure. The term includes, but is not limited to, the mowing of vegetation, application of herbicides, tree trimming, and removal of trees or brush near and around electric transmission and distribution facilities.

(3) Each public utility shall file, pursuant to commission rule, a transmission and distribution storm protection plan that covers the immediate 10-year planning period. Each plan must explain the systematic approach the utility will follow to achieve the objectives of reducing restoration costs and outage times associated with extreme weather events and enhancing reliability. The commission shall adopt rules to specify the elements that must be included in a utility's filing for review of transmission and distribution storm protection plans.

(4) In its review of each transmission and distribution storm protection plan filed pursuant to this section, the commission shall consider:

(a) The extent to which the plan is expected to reduce restoration costs and outage times associated with extreme weather events and enhance reliability, including whether the plan prioritizes areas of lower reliability performance.

(b) The extent to which storm protection of transmission and distribution infrastructure is feasible, reasonable, or practical in certain areas of the utility's service territory, including, but not limited to, flood zones and rural areas.

- (c) The estimated costs and benefits to the utility and its customers of making the improvements proposed in the plan.
- (d) The estimated annual rate impact resulting from implementation of the plan during the first 3 years addressed in the plan.
- (5) No later than 180 days after a utility files a transmission and distribution storm protection plan that contains all of the elements required by commission rule, the commission shall determine whether it is in the public interest to approve, approve with modification, or deny the plan.
- (6) At least every 3 years after approval of a utility's transmission and distribution storm protection plan, the utility must file for commission review an updated transmission and distribution storm protection plan that addresses each element specified by commission rule. The commission shall approve, modify, or deny each updated plan pursuant to the criteria used to review the initial plan.
- (7) After a utility's transmission and distribution storm protection plan has been approved, proceeding with actions to implement the plan shall not constitute or be evidence of imprudence. The commission shall conduct an annual proceeding to determine the utility's prudently incurred transmission and distribution storm protection plan costs and allow the utility to recover such costs through a charge separate and apart from its base rates, to be referred to as the storm protection plan cost recovery clause. If the commission determines that costs were prudently incurred, those costs will not be subject to disallowance or further prudence review except for fraud, perjury, or intentional withholding of key information by the public utility.
- (8) The annual transmission and distribution storm protection plan costs may not include costs recovered through the public utility's base rates and must be allocated to customer classes pursuant to the rate design most recently approved by the commission.
- (9) If a capital expenditure is recoverable as a transmission and distribution storm protection plan cost, the public utility may recover the annual depreciation on the cost, calculated at the public utility's current approved depreciation rates, and a return on the undepreciated balance of the costs calculated at the public utility's weighted average cost of capital using the last approved return on equity.
- (10) Beginning December 1 of the year after the first full year of implementation of a transmission and distribution storm protection plan and annually thereafter, the commission shall submit to the Governor, the President of the Senate, and the Speaker of the House of Representatives a report on the status of utilities' storm protection activities. The report shall include, but is not limited to, identification of all storm protection activities completed or planned for completion, the actual costs and rate impacts associated with completed activities as compared to the estimated costs and rate impacts for those activities, and the estimated costs and rate impacts associated with activities planned for completion.
- (11) The commission shall adopt rules to implement and administer this section and shall propose a rule for adoption as soon as practicable after the effective date of this act, but not later than October 31, 2019.

History.—s. 1, ch. 2019-158.

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May 31, 2018

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

**Re: Town of Surfside
Electric Facilities Conversion – Ballpark Estimate
Entire Town
WR # 8245255**

Dear Mr. Olmedillo:

FPL welcomes the opportunity to assist you in examining the feasibility of converting from overhead electric distribution facilities to an underground system at the following location:

Entire Town limits in Surfside, Florida.

As per your request, the non-binding "ballpark" estimate to complete this conversion is \$6,700,000. This estimate is provided strictly to assist you in preliminary decision making and it does not include the conversion of any existing streetlight system. It is not an offer from FPL to perform the requested conversion and should not be construed or used as such for detailed planning purposes. This represents an "order of magnitude" figure based on previous FPL experience and reflects the CIAC payment that the Town would ultimately need to make to FPL if the conversion were performed at this point in time utilizing standard underground equipment. It is our experience that conversions in developed areas are the most complex and challenging types of construction. As such, this estimate likely will not precisely represent the Town's ultimate actual cost to convert, but can assist the Town in preliminary decision-making.

FPL estimates include only estimated charges to be paid by the Town to FPL. The costs of the following items are not included with the estimate and are the responsibility of the Town / residents. These potential costs should be included in future planning of the project:

- Site restoration (sod, landscaping, pavement, sidewalks, etc)
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought to current codes.
- Trenching/backfilling for service laterals.
- Removal and undergrounding of other utilities (e.g. telecom, CATV, etc.)
- Acquiring, describing, securing and recording of easements for underground facilities. In underground systems, major components formerly attached to poles must now occupy "at grade" appurtenances, e.g., ground level pad mounted transformers and switch cabinets. Facilities of an underground distribution system will not be placed in road right-of-way, with the exception of cables required for crossings. (See special note below)

Note: Obtaining easements is typically the most difficult aspect of the conversion process; the time required to secure the easements may even exceed the 180 day binding estimate timeframe. FPL strongly suggests that all easements required for the conversion be described and secured prior to requesting the detailed cost estimate.

In 2007, the Public Service Commission approved FPL's 25% Governmental Adjustment Factor (G.A.F.) waiver for local government sponsored projects. In order to be eligible for the G.A.F. waiver a project must meet a series of criteria (see Attachment). Based on the preliminary information you provided for the proposed conversion area, this request would qualify for the G.A.F. waiver. The G.A.F. waiver amount is not reflected in the ballpark estimate presented above.

After reviewing the "ballpark" estimate, if you decide to move forward with the conversion project, you may request a detailed and "binding" estimate. Due to the complexity and time required to estimate such a conversion, a non-refundable engineering deposit is required prior to beginning the estimating process, as set forth in the Florida Administrative Code 25-6.115. For this conversion project the amount of the required engineering deposit is \$60,432.00. If you decide to proceed with the work contained in the estimate, the amount of this deposit would be applied toward the estimated amount owed to FPL for the conversion. The work must commence within 180 days of the date the binding estimate is provided.

The request for the binding estimate must be in writing, and must describe in detail the facilities to be converted. Binding estimates are valid for 180 days, and would be subject to change in the event of a work scope change. Should actual FPL costs exceed the binding estimate amount, the customer may be responsible for those additional costs up to a maximum of 10% of the binding estimate amount. Payment of customer costs, easements (with opinion of title and recorded), agreements from other utilities/pole licensees, and execution of a Conversion Agreement would be required before commencement of construction.

If you have any questions or wish to consider a binding cost estimate, please call me at 305-442-5711.

Sincerely,

Jose Triana
Customer Advisor
Customer Service
Florida Power & Light Company

Attachments

cc: Mr. Tom Allain – FPL
Mr. John Lehr – FPL
Mr. Roger Mendoza – FPL

Sandra Novoa

From: Mayor
Sent: Wednesday, April 22, 2020 6:17 PM
To: Fernanda Siqueira
Subject: RE: Construction in Condos

Hi Fernanda,

Thank you for the nice note!

I think the dog park is the easier of the two requests. It seems to me with the proper safety precautions, it shouldn't be an issue. I've copied our clerk and asked that the dog park be added to the agenda for action.

On the balcony issue, I totally get your point. I can't imagine having to work, while that type of construction is going on around me. Having said that, I think the decision to work, or not work, at this time at any particular location (assuming it's done per the safety requirements) would be a decision to be made by you and your condo board. I'm not sure that we could step in and manage issues like that from the Commission. Have you tried reaching out to your condo board?

As you know, if I can be of any help with anything, I'm available.

Thanks,

Charles

Charles W. Burkett
Mayor



Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 861-4863
Mobile phone: (305) 992-7965

"If you think you are too small to make an impact, try spending the night in a room with a mosquito." African proverb

-----Original Message-----

From: Fernanda Siqueira <fernandaj1@yahoo.com>
Sent: Wednesday, April 22, 2020 3:26 PM
To: Charles Burkett <charles@burkettcompanies.com>
Cc: Eliana For Commissioner Salzhauer <esalzhauer@gmail.com>; Nelly <nellyforcommissioner2020@gmail.com>; Charles Kesl <cekesl@gmail.com>
Subject: Construction in Condos

Hello Mr. Mayor and commissioners,

First of all, congratulations on “our” win! I am ver happy to have you all representing our Town now.

I’d like to voice my opinion regarding bringing construction back to the condos.

I live at the Waverly and both our buildings have been under concrete restoration, balcony repair and pool renovation for one and half year. We are next door to the Carlyle that is also working on their balconies and concrete restoration for over 2 years now. You can imagine that life here on 92nd has not been easy. The noise from the work is extremely loud, the workers park in our garages, they use our elevators and also our building bathrooms.

When they drill the balconies or outside walls, the building trembles.

I work from home, so usually just go to the library and work from there when the noise is unbearable here.

At this pandemic time, I also have my 12 year who is in 7th grade studying from home. Her school is live on Zoom from 8:30- 3:45 with a break just for lunch.

It will not be possible to stay locked in our small condos working or studying from home while men drill the outside and surround the building while we are supposed to be practicing social distancing.

There are literally hundreds of people locked here at the Waverly and as it is it’s already hard to stay safe when some residents walk around the common areas with no masks.

It is very different to allow work on the Shul or an empty single family home where there are no residents.

Please don’t allow work on the condos until it’s safer and residents have the option to go elsewhere.

On another note, would you consider opening up the dog park? My dog hasn’t been off her leash and able to run in over a month. I’m sure other condo residents have the same problem too. Our dog park has never been a place of gathering.

Thank you for your time,

Fernanda Siqueira
9172 Collins Ave. 409
786-214-1055



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: April 24, 2020

From: Vice Mayor Tina Paul

Subject: FPL Solar Together Program

Objective – Enroll all Town of Surfside municipal properties in the FPL SolarTogether program.

Consideration – In March 2020, the Florida Public Service Commission approved the FPL SolarTogether program. As the largest community solar program in the United States, SolarTogether removes traditional barriers such as large upfront costs, long-term commitments and has no penalties for unsubscribing. It allows for all FPL customers to go 100% solar with no rooftop installation, maintenance or required insurance.

At the April 21, 2020 Special Commission Meeting, the Commission voted to end CGA Work Authorization No. 117, from July 2019 for Engineering Services for Design-Build Photovoltaic System at the Surfside Community Center.

Surfside has always actively pursued clean energy and environmental initiatives therefore; participating in the FPL SolarTogether program at all Town Facilities will continue these efforts while affording the Town long-term savings.

The FPL SolarTogether program is currently fully subscribed and the waitlist has also been filled.

Recommendation – Direct the Town Manager or designee to contact our Customer Advisor Jose Triana for information on enrolling in the next sign-up for FPL's SolarTogether program.



Thank you for your interest FPL SolarTogetherSM
 The program is fully subscribed and the waitlist is closed.

The SolarTogetherSM program is an easy and affordable option for customers to share in the economic and environmental benefits of Florida based large-scale solar while receiving monthly bill credits on their FPL bill.

At this time, the Commercial, Industrial and Governmental portion of the program is fully subscribed. And, due to overwhelming interest, the waitlist has reached maximum subscription and is closed. We will continue to find new and innovative ways to bring even more solar to Florida and will announce future program opportunities.

Reduce your energy costs while achieving your sustainability goals



Benefits

- Offset up to 100 percent of your energy usage (subject to availability)
- Renewable Energy Credits (RECs) are retired on your behalf
- Receive bill credits immediately



Economics

- Simple payback between 5-7 years
- Fixed monthly subscription rate
- Escalating bill credits
- No maintenance, operational or insurance costs



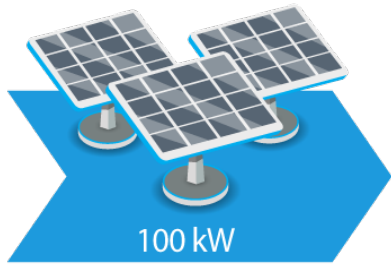
Terms

- No upfront cost
- No long term contract
- Subscription is transferable to another store or location
- Subscription cannot be sold or transferred to another customer

How the program works

1. Determine your subscription share by selecting the amount of energy you wish to offset – up to 100% of your energy usage can come from solar
2. Calculate your monthly subscription cost based on the fixed subscription rate of \$6.76/kW multiplied by your subscription share
3. Estimate your monthly subscription credit based on your subscription share multiplied by the amount of solar energy produced multiplied by the subscription credit rate

100 kW subscription example



FPL SolarTogether Subscription

100 kW subscription share
x \$6.76/kW fixed subscription rate

Your Monthly Subscription Cost

\$676



Solar Energy Produced

190 hrs per month
x 100 kW subscription share

19,000 kWh solar energy



Subscription Credit

19,000 kWh solar energy produced
x \$0.03405/kWh subscription credit rate/kWh

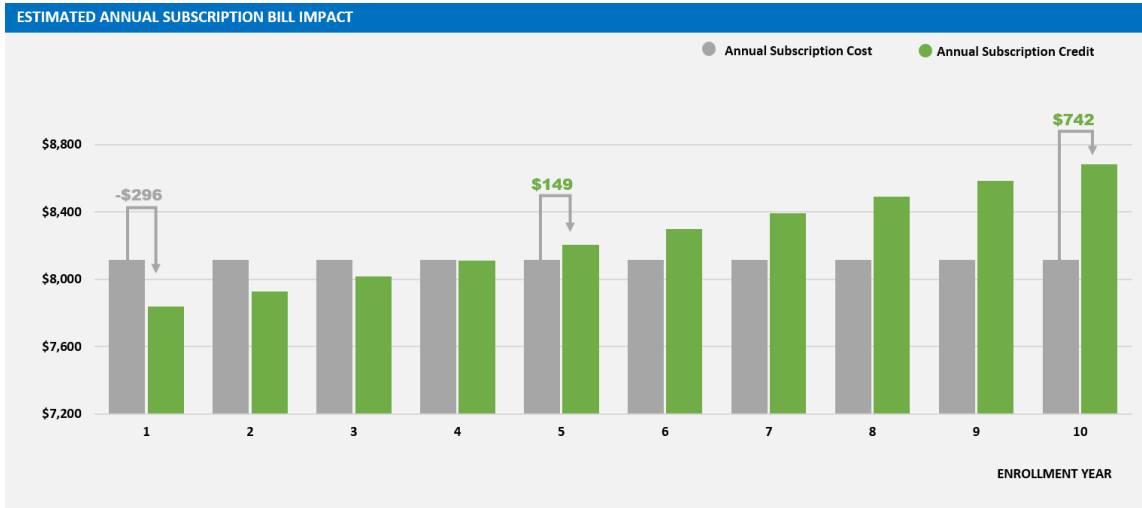
Your Monthly Bill Credit

\$647

That means you get solar energy for just **\$29** for the month!*

* Illustrative examples presented here for discussion purposes only, program charges and credits will be established per the Florida PSC approved tariff.

And over time, the annual benefits are forecasted to exceed the costs.



The graph above shows the estimated bill impact over a ten-year period for a 100 kW subscription example. While the annual subscription cost remains the same year after year, due to the fixed nature of the subscription rate, the annual subscription credit grows annually. In the first year of a 100 kW subscription, program participation would cost approximately \$296, which is the difference between the subscription cost of \$8,112 and the credit of \$7,816. By year five, the annual subscription remains \$8,112 and the credit grows to \$8,261, so the credit exceeds subscription cost by \$149. By year ten, the cost of the subscription is still \$8,112 and the credit is now \$8,854 for the year, increasing the credit difference by \$742.

Have Questions?

View our frequently asked questions (<https://www.fpl.com/energy-my-way/solar/solartogether-res/faq.html>).



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: May 5, 2020

From: Vice Mayor Tina Paul

Subject: Climate Environmental Collective - revised

Objective – Establish a Climate Environmental Collective to deal with climate change as it relates to health, economics, new technologies, and infrastructure innovations for coastal Issues and develop communication campaigns that keep the public informed and promote a strong and healthy town.

Consideration – At the April 14, 2020 Special Town Commission meeting, a decision to abolish the Sustainability and Resiliency Committee was made by the Commission with the decision to include a Sustainability and Resiliency board member on all Town Boards and Committees. While this approach is progressive, the concern of many residents for issues facing a coastal community as a result of Climate Change remains a priority.

The question is, do we want to be progressive or become more radical in our approach?

We've witnessed the triumph of environmental activist Greta Thunberg, who has gained international recognition as a teenager promoting awareness of the reality that humanity is facing an existential crisis arising from climate change. Instead of forming a Task Force or Board or Committee, the Climate Environmental Collective will consist of individuals who work together on ideas and solutions without relying on internal hierarchies.

We can benefit from persons with experience that may include: an Environmental Engineer or Specialist, Water Researcher, Health Practitioner, Marine or Atmospheric Scientist, Oceanographer, Biologist, Economist, Information Technology or Coder, and Graphic Artist. Membership will be diverse and inclusive of residents with all levels of expertise or enthusiasm for Surfside's environment.

The Town Manager recently hired a Resiliency Officer who has been working on specific projects from the previous commission. The new Sustainability members on Town Boards and Committees will work on issues with each Board and Committee; the Climate Environmental Collective can compliment their work. Environmental issues need to be approached as a whole, to assure genuine consideration of climate change, sea-level rise, carbon footprint, renewable energy and green infrastructure strategies with an additional focus on public health. The Collective's meetings do not need paid Consultant experts, or to be televised, and only require a meeting place and minimum staff assistance. It is essential for this Collective to be recognized as an integral part of the Town.

Recommendation – Approve the Climate Environmental Collective because Climate Change and Sea Level Rise is today and if we wait, it will be too late. We are living through Covid-19 now and as a Zoonotic disease it is a direct result of Climate Change and deforestation. The actions needed to combat this pandemic are the same actions we need to confront Climate change. This issue has never been more important, adding a Collective to present ideas and solutions at a minimal cost can actually be invaluable.

RESOLUTION NO. 14 - 2251

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE FEES TO BE ASSESSED PER PARKING SPACE PROVIDED IN SECTION 90-77 OF THE TOWN CODE WHICH ESTABLISHED A TRUST FUND TO BE ENTITLED THE "TOWN OF SURFSIDE DOWNTOWN PARKING TRUST FUND; REPEALING ALL OTHERS; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 90-77 of the Town of Surfside Code of Ordinances established a trust fund to be entitled the "Town of Surfside Downtown Parking Trust Fund" to be maintained and administered by the Town Manager; and

WHEREAS, Resolution No. 10-1991 adopted on December 14, 2010, approved a per parking space fee; and

WHEREAS, the Town has caused to be completed a study of the costs to the Town of providing parking spaces, and has determined that the prior established per space fee is outdated and no longer reflects the actual costs of providing for a single structured off-street parking space; and

WHEREAS, the Town Commission of the Town of Surfside finds it is in the public interest to adopt a Downtown Parking Trust Fund per parking space fee of thirty-eight thousand dollars (\$38,000).

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

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

Section 2. Approval and Adoption. The Town Commission approves and adopts the Downtown Parking Trust Fund per parking space fee of thirty-eight thousand dollars (\$38,000) for the Town of Surfside that may be payable in accordance with the terms set forth in Sec. 90-77 of the Town of Surfside Code of Ordinances.

Section 3. Repeal of Prior Fees. All other per space parking fees established under Section 90-77 of the Surfside Code of Ordinances are hereby repealed.

Section 4. Authorization. The Town Commission authorizes the Town Manager and Town Attorney to do whatever is necessary to effectuate the terms of this Resolution.

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

PASSED and **ADOPTED** on this 12th day of August, 2014.

Motion by Commissioner Olchyk, Second by Vice Mayor Tourgeman.

FINAL VOTE ON ADOPTION

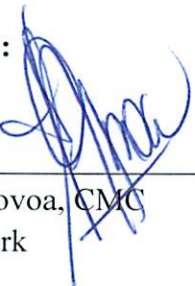
Commissioner Barry R. Cohen
Commissioner Michael Karukin
Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

Yes
Absent
Yes
Yes
Yes



Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, CMC
Town Clerk

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



Linda Miller, Town Attorney

TOWN OF SURFSIDE
 BUILDING & ZONING DEPARTMENT/ HOURS 9:00AM - 4:00PM
 9293 HARDING AVENUE
 SURFSIDE, FL 33154
 (305) 361-4863

Permit Number 14-00000509 Date 11/12/15
 Property Address 9540 GB COLLINS AVE
 PARCEL NUMBER: 2 -3-6-0 -0 /3 /ADM6
 FOLIO NUMBER: 1422350070200
 Permit description NEW BUILDINGS-COMMERCIAL
 Property Zoning MULTI-FAMILY
 Permit valuation 13687447

Owner

SHUL OF BAL HARBOUR
 9540 COLLINS AVENUE
 SURFSIDE FL 33154

Contractor

A.V.I CONTRACTORS, INC.
 1442 BLUE JAY CIRCLE
 ATT: VINCENT MISH
 FT. LAUDERDALE FL 33327
 (954) 557-6249

--- Structure Information 000 000 SOCIAL HALL AND LEARNING CENTER
 Construction Type CONCRETE BLOCK
 Occupancy Type COMMERCIAL
 Roof Type BUILT-UP
 Flood Zone AE AT 9 FEET
 Sign Type CONSTRUCTION SIGN
 Fence Type CONSTRUCTION FENCE

Permit NEW COMMERCIAL BLDG/ADDT, ETC
 Additional desc 1&3 STORIES/SOCIAL HALL/CENTER
 Permit Fee 195766.77 Plan Check Fee00
 Issue Date 11/12/15 Valuation 0
 Expiration Date 5/10/16

Qty	Unit Charge	Per	Extension
		BASE FEE	195766.77

Special Notes and Comments
 SEPARATE PERMITS MUST BE PULLED FOR THE
 FOR WINDOWS; ROOF; PAVING & CURB CUTS;
 ELECTRICAL; MECHANICAL; PLUMBING; POOL
 FENCE; SIGNS; FIRE & LAWN SPRINKLER
 SYSTEMS; NO CERTIFICATE OF OCCUPANCY
 WILL BE ISSUED UNTIL TEMPORARY STRUCTURE
 USED INCIDENTAL TO THE CONSTRUCTION OF
 THE PRIMARY STRUCTURE HAVE BEEN REMOVED

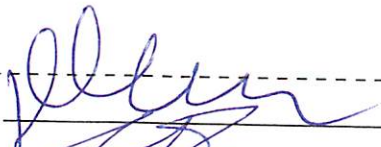
0094G/1-20-93/AE-8

Other Fees	COUNTY PERMIT FEE	8212.80
	STRUCTURAL ENGINEER FEES	1000.00

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	195766.77	195766.77	.00	.00
Plan Check Total	.00	.00	.00	.00

TOWN OF SURFSIDE
BUILDING & ZONING DEPARTMENT/ HOURS 9:00AM - 4:00PM
9293 HARDING AVENUE
SURFSIDE, FL 33154
(305)861-4863

Permit Number	14-00000509		Page	2
Other Fee Total	9212.80	9212.80	Date	11/12/15
Grand Total	204979.57	204979.57		.00
				.00

BUILDING DEPARTMENT CLERK: 

AUTHORIZED SIGNATURE: _____



TOWN OF SURFSIDE

03/23/14 02:10PM

14-509

PERMIT NO.

APPLICATION NO.

AMOUNT DUE

BUILDING PERMIT APPLICATION

2010 FLORIDA BUILDING CODE IN EFFECT

PERMIT TYPE: (Check one) Structural Mechanical Electrical Plumbing Other Roof

JOB ADDRESS: 9540 COLLINS AVE						
OWNER'S NAME: THE SHUL OF BAY HARBOUR INC.						
OWNER'S ADDRESS: 9540 COLLINS AVE.						
CITY: SURFSIDE FL.	PHONE# 305.868.1411 FAX #					
FEE SIMPLE TITLE HOLDER'S NAME:	ADDRESS:					
CONTACT PERSON: YANKIE ANDRUSIER PHONE# 347.723.2731						
EMAIL ADDRESS: YANKIE@ownersrepofmiami.com						
CONTRACTOR: A.V.I. Contractors, Inc. (11/10/15)						
MAIL ADDRESS: 2771 Executive Park Drive Suite 2						
CITY: Weston	STATE FL. ZIP CODE: 33331					
PHONE # 954-557-6249	FAX # 954-217-1818 EMAIL: Vincent@AviContractorsInc.com					
CERT COMPETENCY: CGC 1508145	STATE REGISTRATION:					
LOT	BLOCK	PRESENT USE:	PROPOSED USE: Synagogue			
FOLIO NUMBER:		SUBDIVISION:				
NO. OF STORIES: 3	OFFICES:	FAMILIES:	BEDROOMS: BATHS:			
TYPE OF WORK:	ADD <input type="checkbox"/>	NEW <input type="checkbox"/>	ALTER <input type="checkbox"/>	REPAIR <input type="checkbox"/>	REPLACE <input type="checkbox"/>	OTHER <input type="checkbox"/>
VALUE OF WORK: (Total all Trades): \$13,687,447.00		SQ. FT. (TOTAL) LINEAR FEET				
DESCRIBE WORK: ONE AND THREE STORIES SOCIAL HALL AND LEARNING CENTER						
ARCHITECT/ENGINEER'S NAME: SETHAPIRO ASSOCIATES						
ADDRESS: 1150 KANE CONCOURSE, BAY HARBOUR, FL 33154						
PHONE# 305.866.7324	FAX# 305.866.7474	EMAIL: jaim@schapiroassociates.com				
MORTGAGE LENDER NAME:						

Ext. 212

MIAMI BEACH

Miami Beach failed to collect \$19 million in developer fees for parking

By Joey Flechas

jflechas@MiamiHerald.com

SEPTEMBER 16, 2014 07:06 PM, UPDATED SEPTEMBER 18, 2014 03:21 PM



Officials at Miami Beach City Hall have uncovered past mismanagement of a program that allows developers who can't provide on-site parking to pay the city a fee for every space they can't provide. The city could have collected nearly \$19 million. JOEY FLECHAS MIAMI HERALD STAFF



Listen to this article now

04:14 Powered by Trinity Audio

In Miami Beach, a town known for its scarcity of parking, city staffers have failed to collect nearly \$19 million in fees from developers — fees that were supposed to be used to improve the city's parking facilities.

City administrators uncovered the problem, which stretches back 25 years, through an eight-month internal review, the results of which were released Tuesday. Administrators will present the findings of the internal investigation to the City Commission Wednesday evening.

Since January, the city's planning department has reviewed processes and procedures in the "fee in

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Pharrell just dropped \$30 million on sweet ‘quarantine’ digs in Coral Gables: report

That fee, currently set at \$35,000 per space, is supposed to go toward improving the city’s parking facilities. An annual fee is also charged if a change to an existing property requires more parking, like if a restaurant adds more tables. That fee is set at \$700 per year for as long as that use remains.

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According to a memo sent Tuesday afternoon to the City Commission, the review uncovered issues with billing, accounting and inspection of properties in the program, which led to the city leaving \$18.9 million on the table over the course of the past 20 years. It started with reviewing a sample of 25 accounts in the program at the beginning of this year. The pool ballooned to about 180 accounts after staffers kept finding problems.

The news comes about a week after the Miami Herald reported that [past Miami Beach administrators failed to collect \\$2.7 million in water and sewer connection fees from several hotels and condos](#). It does not appear there is any connection between the two instances of mismanagement.

Officials reviewing the parking fee program also found that the city did little or nothing after three previous internal audits revealed some of the management issues in 1997, 2003 and 2010.

“Management responses for corrective action did not have completion dates and there is no evidence that significant and deliberate steps were taken by any of the departments involved to establish the appropriate checks and balances to prevent recurrence or initiate invoicing of recurring fees to prevent further loss,” reads the memo, prepared by Deputy Planning Director Carmen Sanchez and Assistant City Manager Joe Jimenez.

The one-time fee has increased incrementally over the years. In many cases, records show past planning officials agreed to bill property owners at previous lower rates without explanation. In

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financial system.

The review is ongoing.

“Staff has conducted extensive research and has had to reconstruct the history for most of the accounts evaluated,” reads the memo. “As new details come to light and additional information is received the estimated receivable amount may change to include other projects identified at a future date.”

The history of poor management came to light to city officials earlier this year, when Sanchez, hired in late 2013, and Jimenez, who joined the city in May 2013, initiated a review of the program. The current administration has already put some checks and balances in place to fix the problems.

According to the memo, the planning department has invoiced 34 recurring accounts for the current fiscal year, and will start invoicing all active accounts for the upcoming fiscal year, starting Oct. 1. The city has updated its permitting software to keep records of what is charged and owed, hired staff to manage special revenue accounts like the parking impact fee program and, from now on, building permits or certificates of use will not be issued until the fee has been paid.

City administrators did not want to comment for this story before presenting their findings to the City Commission. Administrators will ask the City Commission for direction on how to proceed with uncollected money from current businesses and ones that have closed but still have outstanding balances.

Follow [@joeflech](#) on Twitter.

RELATED STORIES FROM MIAMI HERALD

MIAMI-BEACH

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SEPTEMBER 17, 2014 8:21 PM

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SEPTEMBER 07, 2014 2:59 PM

MIAMI-BEACH

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SEPTEMBER 10, 2014 3:42 PM

MIAMI-BEACH

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SEPTEMBER 10, 2014 7:12 PM

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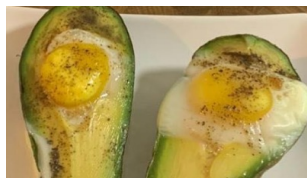
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Big crowds at Miami Beach parks, marinas on first weekend of reopening



Food distributions help Miami Beach families

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TRENDING STORIES

After six weeks of lockdown, Miamians enjoy first weekend of reopened parks, marinas

UPDATED 9 HOURS 35 MINUTES AGO

Pieces of Halley's Comet will streak across the night sky this week. Here's what to know

UPDATED MAY 02, 2020 02:06 PM

Biden, Warren: There's no oversight of coronavirus relief — because that's what

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1990

Brooks Koepka, the American golfer, is born.

3 MAY

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Royal Caribbean falsely blames CDC for keeping crew trapped on its ships, agency says

UPDATED MAY 01, 2020 10:22 PM

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UPDATED MAY 02, 2020 06:29 PM

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MIAMI-DADE COUNTY

After six weeks of lockdown, Miamians enjoy first

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Saturday brought crowds at Miami-Dade County marinas and parks, which opened Wednesday after weeks of being closed due to coronavirus. At Blackpoint Marina, hundreds of cars lined up to go boating and fishing.

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MIAMI BEACH

Miami Beach rejects beach-opening plan, but new COVID testing site gives leaders hope

UPDATED MAY 01, 2020 09:00 PM



MIAMI BEACH

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UPDATED MAY 01, 2020 05:05 PM



REAL ESTATE NEWS

Instagram sensation Gianluca Vacchi lists his Miami Beach home for \$10.9M

UPDATED MAY 01, 2020 03:30 PM



MIAMI BEACH

More than 1,550 face-mask warnings issued in Miami Beach parks after reopenings

UPDATED MAY 01, 2020 04:41 PM



MIAMI BEACH

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UPDATED MAY 01, 2020 04:31 AM



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UPDATED



MEMORANDUM

ITEM NO. 5MM

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 22, 2020
Subject: Beach Re-opening

Today, May 22, 2020, Miami Dade County announced the re-opening of the beaches on June 1st, 2020. The anticipated beach hours of operation for the month of June are from 9 am to 6 pm. At this time the hours and guidelines have not been issued. We do not know what the New Normal guidelines will be.

The existing five full-time lifeguards will be able cover beach operations with minimal enforcement.

The Parks and Recreation Department is requesting that three part time lifeguards are put back on payroll to assist with enforcement of beach guidelines, complete pool maintenance activities and prepare for pool reopening, and provide back up if a full-time staff is unable to come to work due to illness or family emergencies.

Please note that the backup staff is essential in case of an emergency. Without the backup the necessary beach coverage and hours of operation will be compromised.

With the impact of the beach re-opening two Zoom programs that the lifeguards are associated with will have to be dropped.

A request for the rehire of remaining part time lifeguards will be necessary in order to re-open the pool once a date and time is established for public pools reopening.

Reviewed by: EH/TM

Prepared by: EH/TM



TOWN OF SURFSIDE, FLORIDA

**REQUEST FOR PROPOSALS (RFP)
POINT LAKE CANAL SUBAQUEOUS WATER
MAIN CROSSING TO BISCAYA ISLAND
RFP No. #####-##**

Issue Date: **January** ____, 2020

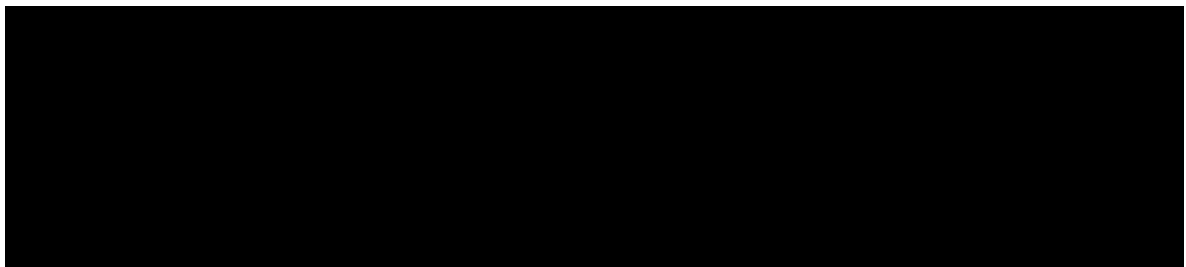


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PUBLIC NOTICE

Request for Proposals (RFP) No. 2020-01 **Design/Build of Community Center Photovoltaic System**

NOTICE IS HEREBY GIVEN that the Town of Surfside is soliciting sealed proposals for the Design/Build of the Community Center Photovoltaic System in Surfside, Florida. Interested firm/individuals (“Proposer (s)”) may pick-up a copy of the Request for Proposals (“RFP”) No. 2020-01 from the Town Clerk’s Office, Town of Surfside, Town Hall, 9293 Harding Avenue, Second Floor, Surfside, Florida, 33154, or may download it from the Town’s website at www.townofsurfside.fl.gov. The RFP contains detailed and specific information about the scope of services, submission requirements, and selection procedures.

One (1) original, five (5) hard copies, and one (1) electronic copy on a USB drive of the completed and executed Proposal must be delivered no later than _____, 2020, at **2:00 PM** (“Submission Deadline”) to the following address:

**Town of Surfside Town Hall
Town Clerk’s Office
9293 Harding Avenue, Second Floor
Surfside, Florida, 33154.**

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager or his designee.

The envelope containing the sealed Proposal must be clearly marked as follows:

**SEALED PROPOSAL
RFP NO. 2020-01
DESIGN/BUILD OF COMMUNITY CENTER PHOTOVOLTAIC SYSTEM
OPENING DATE AND TIME/SUBMISSION DEADLINE: _____, 2020, at 2:00 PM**

A **Mandatory Pre-RFP Submission Conference** is scheduled for _____, 2020 at **2:00 pm** at the Town of Surfside Town Hall, 9293 Harding Ave., Second Floor, Surfside, Florida 33154. All Proposers planning to submit Proposals are required to attend this meeting. Proposers should allow sufficient time to ensure arrival prior to the indicated time. Proposals from those who have failed to attend will not be accepted. All persons attending the pre-submission conference may ask questions or seek clarification regarding this RFP via the procedures outlined herein.

Any questions or clarifications concerning the proposal specifications must be received by Sandra Novoa, MMC Town Clerk, no later than 5:00 PM, _____, 2020. Any questions regarding RFP No. 2020-01 are to be submitted either in writing directly to Sandra Novoa, Town Clerk, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154, or via email to: snovoa@townofsurfsidefl.gov. Any questions received by the Clerk after the stated deadline will be disregarded. All questions received by the Clerk prior to the stated deadline shall be answered via an Addendum to this RFP and circulated to all registered Proposers.

The Town shall award the contract in a manner consistent with the Florida statutory requirements for Design/Build public contracts. The Proposer must be a qualified design/build firm as defined in Section 287.055, Florida Statutes. The Town of Surfside intends to enter into a Design/Build Agreement with the successful Proposer for design/build of a roof-mounted Photovoltaic System at the Town's Community Center located at 9301 Collins Avenue, Surfside, Florida 33154.

The Town reserves the right to reject any or all proposals, with or without cause, to cancel this solicitation, to waive technical errors and informalities, and to accept any proposal which best serves the interests of or represents the best value to the Town.

The Town of Surfside hereby provides notice to all proposers of the adoption and imposition of a Cone of Silence for this solicitation, as set forth in Section 3-17 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular request for proposal ("RFP") between: (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) The Town commissioners, Town's staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee. Please contact the Town Clerk and/or Town Attorney with any questions on the Cone of Silence.

Date Issued: _____, 2020

Request for Proposals (RFP) No. 2020-01
Design/Build of Community Center Photovoltaic System

INSTRUCTIONS

ARTICLE 1
DEFINITION OF TERMS

The terms defined in this Article and the Design/Build Agreement shall apply to all documents contained in the proposal and contract documents for this project. If a conflict exists, the definitions in the Design/Build Agreement supersede definitions provided in the proposal and contract documents.

- 1.1 “Addenda” or “Addendum” mean a written modification to this RFP issued by the Town covering changes, additions, or reductions in the terms of this RFP.
- 1.2 “Amendment” means a written modification to the Contract Documents covering changes, additions, or reductions in the terms of the Contract Documents.
- 1.3 “Bidder” or “Proposer” means a person or entity that timely submits a responsive Project proposal or bid.
- 1.4 “Consultant” or “Project Consultant” both shall be that certain party that the Town may engage to be an owner’s representative for the Project.
- 1.5 “Contract Documents” means this RFP, the Design/Build Agreement, Design Criteria Package, the Plans and Specifications and all exhibits and documents related thereto or contemplated thereby, as well as all Addenda and Amendments related to each with respect to the Project and all changes to said documents issued by the Town.
- 1.6 “County” means Miami-Dade County.
- 1.7 “Day” means consecutive days of the week or month without regard to weekends or holidays.
- 1.8 “Design/Builder” or “Design/Build Firm” means the successful Proposer on this Project who is qualified under Section 287.055, Florida Statutes.
- 1.9 “Design/Build Agreement” means that agreement to be entered into between the Town and the successful Proposer for the Work. The form of the Design/Build Agreement will be available to all proposers in advance of the Submittal Date on the Town’s website www.townofsurfsidefl.gov and/or issued by Addendum to this RFP.

- 1.10 “Design Criteria Package” shall mean the design/build specifications and criteria for the Project prepared by the Town’s Design Criteria Professional as specified in Section 287.055, Florida Statutes, and attached as Exhibits 1 and 2.
- 1.11 “Design Criteria Professional” shall mean the professional engineer preparing the Design Criteria Package, as specified in Section 287.055, Florida Statutes.
- 1.12 “Design Services” are all design services performed by and required of the Design/Builder pursuant to this RFP and the Contract Documents and includes services performed by the Design/Builder’s Subconsultants.
- 1.13 “FDOT” means the Florida Department of Transportation.
- 1.14 “Guaranteed Maximum Price” means the lump sum price for the Work, and is the maximum amount the Town shall be required to pay the Design/Builder for the performance of all obligations described in the Contract Documents.
- 1.15 “Payment Bond” shall be in the form required in this RFP.
- 1.16 “Performance Bond” shall be in the form required in this RFP.
- 1.17 “Project” means the design and construction, in accordance with this RFP and the Contract Documents, of the Community Center roof-mounted Photovoltaic System.
- 1.18 “Project Cost Proposal” means the guaranteed maximum price for which the Proposer offers to perform the Work, as described in the Contract Documents in the form attached hereto as Form “3”.
- 1.19 “Project Location” or “Project Site” means the area where the Project is to be constructed, as shown on Exhibit 1 (Location Map of Community Center located at 9301 Collins Avenue, Surfside, Florida).
- 1.20 “Proposal/Bid Proposal” means the Technical Proposal and the Project Cost Proposal submitted together by the Proposer in response to this RFP.
- 1.21 “Proposal Security” or “Proposal Bonds” shall mean a cashier’s check or bond submitted by a Proposer in the form attached hereto as Form “4”.
- 1.22 “RFP” means this Request for Proposal.
- 1.23 “Selection Committee” shall be appointed by the Town Manager and shall review and evaluate responsive Proposals.
- 1.24 “Short Listed Firms” shall be the top Proposers recommended by the Selection Committee to the Town Manager and/or Town Commission.

- 1.25 “Short Listed Firm’s Proposal” or “Short Listed Firm’s Presentation” shall both mean all documents submitted by a Short Listed Firm, and that firm’s oral presentation.
- 1.26 “State” shall mean the State of Florida.
- 1.27 “Subconsultant” means any person or entity, other than Design/Builder’s own employees, employed or retained by, or under contract with Design/Builder to perform a portion of the Design Services under this RFP and the Contract Documents.
- 1.28 “Subcontractor” means any person or entity, other than the Design/Builder’s own employees, employed or retained by, or under contract with the Design/Builder to perform the non-design portion of the Work under this RFP and the Contract Documents.
- 1.29 “Technical Proposal” shall mean all information required to be submitted by the proposer for this RFP to be considered responsive, except the Project Cost Proposal.
- 1.30 “Town” or “Owner” means the Town of Surfside, a Florida municipal corporation.
- 1.31 “Town’s Representative” shall be the person designated by the Town as the Town’s contact person.
- 1.32 “Work” includes all aspects of the design and construction project proposed in this RFP, the Contract Documents and other bidding documents.

ARTICLE 2
INTRODUCTION, BACKGROUND, PROJECT DESCRIPTION,
AND SCOPE OF SERVICES

2.1 INTRODUCTION

- 2.1.1 The Town of Surfside, Florida (“Town”), a municipality located in Miami-Dade County, Florida, requests qualified Design/Build Proposers (“Proposers”) to submit proposals to design and build a roof-mounted Photovoltaic System (also known as solar panels) in the Town’s Community Center located at 9301 Collins Avenue, Surfside, Florida 33154.
- 2.1.2 The Town desires to contract with a qualified Design/Build Firm to design and construct the Project.
- 2.1.3 The Town intends to award the Design/Build Agreement to a qualified entity that the Town Commission determines to be in the best interest of and most advantageous to the Town.

2.1.4 The Work required under this RFP is defined in this RFP, which includes the Design Criteria Package, and the Contract Documents.

2.2 **BACKGROUND.** The Town is located on a barrier island in northeast Miami-Dade County, Florida, situated between Miami Beach to the south and Bal Harbour Village to the north, and is bounded on the east by the Atlantic Ocean, on the west by Atlantic Intracoastal Waterway, on the south by 87th Terrace, and on the north by 96th Street. The Town’s standards stress high-quality visual corridors to the ocean, with access to the ocean, as well as a focus on protecting the environment, providing landscaping, and developing aesthetically attractive structures.

2.3 **PROJECT DESCRIPTION.** The project site is the Town Community Center located at: 9301 Collins Avenue, Town of Surfside, Florida 33154. The solar system shall be comprised of an array of photovoltaic panels and electrical equipment components capable of generating a minimum of 93.6 kWdc to maximize savings.

Currently The Town of Surfside Community Center uses 396,960 kWh annually. The energy usage is as follows:

Month	Energy Usage (kWh) per FPL Billing
December 2018	28,920
January 2019	27,960
February 2019	31,320
March 2019	32,640
April 2019	34,560
May 2019	37,080
June 2019	39,720
July 2019	36,960
August 2019	34,200
September 2019	37,560
October 2019	28,440

Refer to Exhibit 3 for recent FPL Bill

2.4 SCOPE OF SERVICES.

The successful Design-Build Proposer shall design, permit, and construct the improvements necessary for:

- 1) The installation of a roof-mount solar photovoltaic system at the site address. The solar system shall be comprised of an array of photovoltaic panels and electrical equipment components generating a minimum of 93.6 kWdc to maximize savings.

- 2) The structural installation of the solar panels and components to the existing building roof.
- 3) The proposer shall develop a design for a new photovoltaic system. Not all locations identified need to be utilized. It is the responsibility of the proposer to assess the building structural integrity, roof condition, and shading limitations.
- 4) Mounting system shall limit roof penetrations or be fully ballasted. Mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and earthquake factors. Solar system installation must not void the roof warranty.
- 5) Roof conduit penetrations shall be minimized and the new PV electrical equipment shall fit into the existing electrical room.
- 6) System shall be fixed tilt with an orientation that maximizes annual savings.
- 7) Monitoring of system performance and providing public education and outreach is an important element. The Town of Surfside will favor a proposal that includes a turnkey monitoring system that can be integrated into the Town of Surfside's computer system for display on the Town of Surfside website. The system should display and analyze historical and live solar electricity generation data. Additionally, the regularly collected data should reflect, but not be limited to, the following:
 - Average and accumulated output (kWh/kW and total kWh)
 - Capacity factor
 - Air quality emissions averted (and real world equivalents conversion)
- 8) Provide operation and maintenance of the entire solar electric system for 20 years. Operations and maintenance services shall include:
 - Online monitoring
 - Performance monitoring, notification, and troubleshooting – must have personnel available to notify Town of Surfside of an outage or decrease in system production
 - Corrective maintenance to mitigate any risk to the system or minimize down time
 - System Performance Reports that compares actual production to predicted production
 - Preventative maintenance and inspections to identify and fix problems before they occur, including infrared photography for hot spots, manufacturer recommended maintenance, hardware torque checks, and array cleanings

The successful proposer shall prepare and submit design plans, renderings, technical specifications, and materials/PV components-package shop-drawings as necessary to adequately define and portray a fully functional, code-compliant, and operational PV system, and shall

subsequently apply for and obtain all necessary permits required to complete the installation and operation of the system and all of its components. The successful proposer must have worked with Florida Power and Light (FP&L) regulations and have established onsite safety standards.

The design plans shall be submitted for review at 30%, 60%, 90%, and 100%. The technical specifications shall be submitted for review at 60%, 90%, and 100%. The design specifications and plans shall be submitted for review to the Town's Director of Public Works for prior to the filing of permit applications. Such documents shall adequately demonstrate to the Director of Public Works that the PV components, controls, appurtenances, and interconnections will provide a fully functional and controllable system which will operate in accordance with the Town's intentions, as outlined herein. After approval of the products/systems by the Director, no substitutions of materials, systems, or components will be allowed without prior approval of the Director. Once the plans have been approved by the Town's Director of Public Works, they shall be submitted to the Building Department and any other agency having jurisdiction for approval and construction permitting. All permit fees and associated costs for pursuing and obtaining required approvals and permits shall be the responsibility of the Proposer and shall be included in the Proposer's proposal price submitted in response to this RFP.

All work shall be performed and completed in compliance with the National Electric Code (NFPA 70), the Florida Building Code, Miami-Dade County Code, Town of Surfside Charter and Code, and all other applicable codes and standards governing the work. The applicable edition of each code shall be that edition which is adopted and in effect at the time of filing of the last permit application governed by each code or standard.

All permit fees and associated costs for obtaining required approvals and permits for the Work shall be the responsibility of the Proposer and shall be included in the Proposer's Cost Proposal submitted in response to this RFP.

ARTICLE 3 PROPOSAL INSTRUCTIONS

- 3.1 Copies of this RFP may be obtained from the Town. Proposers who obtain copies of this Proposal from sources other than the Town risk not receiving Addenda, since their names may not be included on the list of firms participating in the process for this particular RFP.

- 3.2 **CONE OF SILENCE.** Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant, and the Town Commission, Town's professional staff including, but not limited to, the Town

Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid.

The Cone of Silence shall terminate at time the Town Manager makes his or her written recommendation to the Town Commission. However, if the Town Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

1. Oral communications at pre-proposal/pre-bid conferences.
2. Oral presentations before selection or evaluation committees.
3. Public presentations made to the Town Commission during any duly noticed public meeting.
4. Communications in writing at any time with any town employee, unless specifically prohibited by the applicable RFP, RFQ, or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request.
5. Communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, contractor, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process of such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
6. Communications with the Town Attorney and his or her staff.
7. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation.
8. Any emergency procurement of goods or services pursuant to Town Code.
9. Responses to the Town's request for clarification or additional information.
10. Contract negotiations during any duly noticed public meeting.

11. Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the Town Commission and/ or Town Manager

- 3.3 **MANDATORY PRE-SUBMITTAL CONFERENCE.** A Mandatory Pre-Submittal Conference is scheduled for _____, 2020 at 2:00 pm at the Town of Surfside Town Hall, Second Floor, 9293 Harding Avenue, Surfside, Florida 33154. All Proposers planning to submit Proposals are required to attend this meeting. Proposers should allow sufficient time to ensure arrival prior to the indicated time. Proposals from those who have failed to attend may not be accepted.
- 3.4 **ADDITIONAL INFORMATION OR CLARIFICATIONS; ADDENDA.** Requests for additional information or clarifications must be received by **Sandra Novoa, M.M.C. Town Clerk, no later than 5:00 PM, on _____, 2020.** Any questions regarding this RFP No. 2020-01 are to be submitted either in writing to the Town Clerk's Office, Surfside Town Hall, 9293 Harding Ave., Second Floor, Surfside, Florida 33154, or via e-mail directly to Sandra Novoa, Town Clerk, snovoa@townofsurfsidefl.gov, in accordance with the deadline for receipt of questions, as also specified in the Public Notice Section of this RFP. The request for additional information and clarification must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and e-mail. No verbal communications shall be binding; only written Addendum from the Town shall be binding. The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal deadline. All persons attending the mandatory pre-bid conference will receive the Town's responses. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall govern and prevail.
- 3.5 **SUBMITTAL OF PROPOSAL.** The submittal shall consist of one sealed Proposal package. The package shall include the Project Cost Proposal in a separate sealed envelope and a complete original Technical Proposal. Each Proposer shall submit one (1) original, and five (5) additional complete hard copy proposals, and one (1) electronic copy on a USB drive. Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of respective firms to provide the required design/build services. All submittals must meet or exceed the specifications and requirements provided in the **Design Criteria details in Exhibit 2.** Any deviations must be

submitted in writing for approval. No exceptions will be made after the Design/Build Agreement is executed. All proposals submitted to the Town must be delivered no later than _____, 2020 at 2:00 PM (“Submission Deadline”) to the following address.

**Town of Surfside Town Hall
Town Clerk’s Office
9293 Harding Avenue, Second Floor
Surfside, Florida 33154**

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager or his designee.

The envelope containing the sealed Proposal must be clearly marked as follows:

**SEALED PROPOSAL
RFP NO. 2020-01
DESIGN/BUILD OF COMMUNITY CENTER PHOTOVOLTAIC SYSTEM
OPENING DATE AND TIME/SUBMISSION DEADLINE: _____, 2020 at 2:00 PM**

No extensions to the submission due date will be granted and Proposals received after this time will be returned unopened.

- 3.5.1 Proposal Packaging - Both parts of the Proposal – Technical Proposal and Project Cost Proposal - shall be submitted in separate opaque plain sealed envelopes, parcels, boxes, or other secure packaging. The outside of the sealed packaging must clearly indicate the Proposer’s name, address, and the name and telephone number of the Proposer’s specific contact person; and must designate whether the package contains the Technical Proposal or the Project Cost Proposal. Any and all packaging must clearly and distinctly identify the Proposal by the RFP number and name: **“RFP No. 2020-01 Design/Build of Community Center Photovoltaic System – “Technical Proposal” and “RFP No. 2020-01 Design/Build of Community Center Photovoltaic System – “Project Cost Proposal”**.
- 3.5.2 For the Project Cost Proposal, if a cost discrepancy exists between the item subtotal costs and the Guaranteed Maximum Price, the value entered as Guaranteed Maximum Price will take precedence. If a cost discrepancy exists between the written value for the Guaranteed Maximum Price and the numerical value, the written value will take precedence.
- 3.5.3 All Proposals shall be submitted on 8½ by 11 paper, type written on one side only with one (1) inch margins on all sides. Each copy of the Technical Proposal package must be individually bound.
- 3.5.4 An officer who is legally authorized to bind the proposing entity into a contractual relationship must sign the Proposals.

- 3.5.5 The Selection Committee will perform an initial review of all submitted Proposals to determine responsiveness. Any Proposals deemed non-responsive will be disqualified and not subject to further review. In determining responsiveness, the Selection Committee and/or Town Commission reserves the right to waive a non-material informality or irregularity.
- 3.5.6 This Proposal is irrevocable for one hundred twenty (120) Calendar Days from the RFP Submission Deadline.
- 3.5.7 The Proposer agrees that should the Proposer be selected to perform the Work, the Proposer shall be bound to perform the Work as specified in the Project Cost Proposal whether or not the Town awards all or a portion of the Work

3.6 CALENDAR OF IMPORTANT DATES

The Town’s proposed calendar of events is listed below. This calendar is for the Town’s and Proposer’s preliminary planning use only and is subject to change.

Date	Event
_____, 2020	Public Notice
_____, 2020, 2:00 pm	Mandatory Pre-Proposal Conference
_____, 2020	Last day to submit questions/clarifications
_____, 2020	Submission Deadline: Proposal due to Town Clerk no later than 2:00 PM
_____, 2020 week	Selection Committee meets to open Technical Proposals and eliminate non-responsive Proposals
TBD	Proposals Under Review. Selection Committee meets to publicly evaluate Proposals and produce Short List
TBD	Presentation by Short-Listed Firms (if required)
TBD	Town Commission Action - Final Ranking - Authorization to negotiate issued to Town Manager
TBD	Town Commission Action – Award of

Date

Event

Design/Build Agreement

Note:

Proposers may be requested to make public presentations at any time during the evaluation process. Public presentations are for the purpose of clarifying Proposals prior to scoring by the Selection Committee or prior to final selection by the Town Commission.

3.7 ELIGIBILITY

3.7.1 All potential Design/Build Firms must be qualified pursuant to Section 287.055, Florida Statutes.

3.7.2 Contractors and Subcontractors must meet additional licensing, certification, and bonding requirements as specified in the Design/Build Agreement and elsewhere in this RFP.

3.7.3 Proposers must submit evidence of proper State and County licensing for all contract work, professional services, and other services required under this RFP prior to the execution of the Design/Build Agreement and shall attach such documentation as attachments to the **Statement of Qualifications (See Form 5)** described below for the purposes of evaluation during the selection process as defined by this RFP.

3.8 NON-RESPONSIVE PROPOSALS

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required Work, or meet financial obligations on previous contracts. Proposals will also be rejected if not delivered or received on or before the Submission Deadline.

3.9 WAIVER OF IRREGULARITIES

The Town may waive non-material informalities or irregularities in Proposals received where the correction or waiver of which is not prejudicial to other Proposers. Non-material irregularities are defined as those that will not have an adverse effect on the Town's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

Proposers shall identify separately all innovative aspects of their proposal. Innovation should be limited to Design-Builder's means and methods, approach to Project, use of new products, new uses for established products.

3.10 TOWN OPTIONS

The Town may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive the Design/Build Agreement award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the Town.

The submittal of a Proposal will be considered by the Town as constituting an offer by the Proposer to provide the Work described in this RFP.

3.11 RULES, REGULATIONS, AND REQUIREMENTS

All proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or Town government applicable to submitting a response to this RFP and to providing the Work described herein.

ARTICLE 4 INFORMATION REQUIRED IN PROPOSALS

In order to be deemed responsive, each Proposer shall submit the following information and documents with their proposal:

4.1 **Transmittal Letter:** Each Proposer shall submit a transmittal letter signed by an officer authorized to represent, bid, commit and negotiate for the Proposer. The transmittal letter shall state that the Proposer has read and reviewed the RFP's terms and conditions, and accepts such terms and conditions as binding and enforceable. In addition, the letter shall acknowledge receipt and acceptance of all Addenda to the RFP. The transmittal letter shall state that the Proposer's Proposal is valid for one hundred twenty (120) days from the date of its submission.

4.2 **Proposal Cover Sheet:** Provide the information requested in the **Proposal Cover Sheet** attached hereto as Form "2".

4.3 **Proposer's Statement of Qualifications:** Provide the information requested in the **Proposer's Statement of Qualifications** attached hereto as Form "5", including the following:

- 1) The Name and address of company/firm, including, but not limited to, a business overview, financial state of the business, annual revenue for past two years, and

names and addresses of all persons having financial interest in firm and key managerial personnel.

- 2) Proof of authorization from the Florida Secretary of State for the prime design-build firm and all sub-contractors and sub-consultants to transact business in Florida, together with a copy of all applicable licenses and permits required for the Work. Proposer must be fully licensed with all required State and/or local licenses and permits to perform the Work and all services.
- 3) Resumes, with job descriptions and other detailed qualification information, for all key personnel who will be assigned to this project, including any key personnel of sub-consultants and sub-contractors.
- 4) Description of the Proposer's (including sub-consultants' and sub-contractors') experience in the application of Photovoltaic (PV) Technology and implementation of the technical requirements as defined in the Project's Scope of Services. Proposers shall describe and demonstrate their successful deployment of the systems described in the Scope of Services or on systems of similar or greater complexity (illumination scenes and lighting synchronization) to that requested in this proposal.
- 5) Description of the experience, qualifications, and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of sub-consultants and sub-contractors, who will be assigned to this project.
- 6) Detailed description of comparable contracts as they pertain to the Scope of Services similar to that requested herein, which the Proposer and Subcontractor has either ongoing or completed within the past five years. The description should identify for each project: (i) client, (ii) a complete description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the Town of Surfside).
- 7) List all contracts which the Proposer has performed for the Town of Surfside. The Town will review all contracts the Proposer has performed for the Town. As such, the Proposer must list and describe all work performed for the Town of Surfside and include for each project:

- a. Name of the Town Department which administers or administered the contract;
 - b. Description of work;
 - c. Total dollar value of the contract;
 - d. Dates covering the term of the contract;
 - e. Town contact person and phone number;
 - f. Statement of whether Proposer was the prime contractor or subcontractor; and
 - g. Results of the project.
- 8) Project approach (as outlined in Section 2.4 above) including conceptual renderings, schematic diagrams, technical specifications, shop-drawings or cut sheets of all integral parts (solar panels, control system, etc.), phasing plan, and project schedule. Cut sheets and shop drawings will not count against the page limit.
- 9) The Total Project Cost or price to the Town.

4.4 **Subcontractor and Subconsultant Information:** Provide Subcontractor and Subconsultant information in Form 5, including, but not limited to the identification of any Work, which exceeds either twenty percent (20%) of the design fee or twenty percent (20%) of the construction cost presented in the Project Cost Proposal. Identify the Subcontractors and Subconsultants, the Work to be subcontracted, and the management controls to be used to assure the Subcontractor's or Subconsultant's performance. Subcontracted and Subconsulted Work which is less than twenty percent (20%) of the Project Cost Proposal does not need to be disclosed.

4.5 **References:** For the Proposer, provide all design-build clients in the last five (5) years whether the project is complete or ongoing. For each client reference, include the names, organizational affiliations, titles, addresses and telephone numbers. Also, provide client references for all design and/or construction/installation of photovoltaic systems or projects similar to the one proposed for the last five (5) years whether the project is complete or ongoing. Identify the specific services provided, the periods for which such services were provided and information relative to this proposed activity. (Use a separate sheet).

4.6 **Technical Proposal:** Submit Proposal complying with Article "2" and "8" (Exhibit 3 – Design Criteria).

4.7 **Public Entity Crimes Statement:** Executed form attached hereto as Form "6".

4.8 **Project Schedule:** Provide a time schedule, which shall include design, permitting and construction time, with pertinent milestones, and start-up time.

- 4.9 **Project Organization and Management:** Identify the key personnel on the Proposer's project team, and their specific areas of expertise and responsibility. Provide a brief biographical sketch or resume of their professional qualifications and experience, including educational and licensing information.
- 4.10 **Project Cost Proposal:** Provide Project Cost Proposal in a clearly marked, separate, sealed envelope from the Technical Proposals, including specific costs for the following.
- 4.10.1 Design and construction price or total Project cost for the Work.
- 4.10.2 The Proposer will provide sufficient detail and breakdown of costs in a Schedule of Values to support their Project Cost Proposal.
- 4.10.3 All Project Cost Proposals are to include applicable local and state sales tax.
- 4.10.4 The Project Cost Proposal shall include a Guaranteed Maximum Price for the completion of the Work.
- 4.11 **Proposal Security.**
- 4.11.1 Each Proposal shall be accompanied by Proposal Security in the amount of five percent (5%) of the Project Cost Proposal.
- 4.11.2 Proposal Securities, if other than Bonds, will be returned to unsuccessful Proposers within fifteen (15) days following notice of the rejection of Proposals and that of the Design/Builder(s) shall be returned upon the execution of the Design/Build Agreement and delivery of all requirements for commencement of the Work, including bonds and insurance.
- 4.11.3 Should the Proposer selected by the Town Commission as the Design/Builder make any material misrepresentations or false statements in its Proposal, the amount of the Proposal Security shall be forfeited to the Town as liquidated damages, and not as a penalty.
- 4.12 **Insurance:** Proposer shall submit evidence of insurability from their insurance carrier for such types and minimum amounts of insurance as follows.
1. Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - \$1,000,000
 2. Professional Liability (Errors and Omissions) Insurance –
 - \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible.

- Claims made on the policy must have an extended coverage reporting period of two (2) years past the coverage completion date.
 - For Deductible programs or Self Insured Retention programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
3. Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations, combined single limit for Bodily Injury Liability and Property Damage Liability, in the amount of Two Million Dollars (\$2,000,000) aggregate. .
 4. Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The successful Proposer must submit, prior to signing of the Design/Build Agreement, among other things, a Certificate of Insurance including the Town as an additional insured for Commercial General Liability and Auto Liability Insurance. The Successful Proposer shall guarantee all required insurance remain current and in effect throughout the term of Design/Build Agreement.

- 4.13 Performance Bonds and Payment Bonds shall be issued by approved bonding companies, to be acceptable to the Town, will be limited to those authorized to transact business in the State of Florida, having a resident agent in the State of Florida, and meeting the following requirements and/or limits: Surety shall be rated “B” or better as to the strength by Best’s Insurance Guide or Surety shall be listed on the U.S. Treasury Department’s list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best’s Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years; and, all bonds shall contain all provisions required by Section 255.05, Florida Statutes. Said Bonds shall guarantee the performance of the Agreement and as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The Performance Bond and Payment Bond shall be issued by the Surety Company on the forms provided within the Proposal Documents. No other forms will be acceptable. These forms are as follows.

4.13.1 **Design/Builder’s Performance Bond:** Required in the amount of one hundred percent (100%) of the Guaranteed Maximum Price.

4.13.2 **Design/Builder’s Payment Bond:** Required in the amount of one hundred percent (100%) of the Guaranteed Maximum Price.

4.14 **The Project Cost Proposal:**

- 4.14.1 Shall list each item of Work including design services and construction work for which payment will be made. A schedule of values for construction shall be included with the Project Cost Proposal to facilitate payment based on Work completed to date. No payment will be made for any items other than those listed in the Project Cost Proposal.
- 4.14.2 Required items of Work and incidentals necessary for the satisfactory completion of the Project which are not specifically listed in the Project Cost Proposal or included in one of the items list in the Project Cost Proposal shall be considered as incidental to the Project. All costs thereof, including the Proposer's overhead costs and profit, shall be considered as included in the schedule of values for the Project Cost Proposal.
- 4.14.3 Project Work includes furnishing all labor, equipment, tools and materials and performing all operations required to design, build, implementation and operation of the Community Center photovoltaic system.

ARTICLE 5
PROCEDURE AND CRITERIA FOR EVALUATING PROPOSALS

5.1 The Town will utilize a Selection Committee appointed by the Town Manager that will score and assign points during the evaluation and recommendation process. The Selection Committee will initially review the Technical Proposals to determine responsiveness and reject any Proposals deemed non-responsive. The Selection Committee will review and evaluate the responsive Technical Proposals and shall evaluate each of the Proposals based on all information required and submitted. After the Technical Proposals are evaluated, the Cost Proposals will be opened and evaluated. Proposals will be scored. The Selection Committee will place and rank not less than three (3) Proposers, provided that at least three (3) responsive Proposals have been received, on a list, which will become the Short Listed Firms. If less than three (3) Proposers submit Proposals, then the number of responsive Proposals received shall become the Short Listed Firms. The Town Manager shall submit the Short Listed Firms to the Town Commission with recommendation(s) for selection. The Town Commission shall review the Short Listed Firms' rankings and recommendations, and may require the Short Listed Firms to prepare oral presentations to the Town Commission. The Town Commission will then direct staff to negotiate a Design/Build Agreement with the selected proposer. The Town Commission may award the Design/Build Agreement from the Short Listed Firms as it determines to be in the best interest of the Town and most advantageous. Alternatively, the Town Commission may reject any or all Proposals or cancel this solicitation.

5.2 The Proposer shall present a comprehensive project plan for completing the Work. The plan shall address all significant design, construction and maintenance issues and constraints and shall demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the Project.

The minimum information to be included is as follows: Anticipated Award Date, Design Schedule, Design Reviews by the Town, Permitting, Start of Construction, Construction Milestones, Construction Phasing and Methods, conditional acceptance for all Work including punch list items, and final acceptance/completion date.

5.3 The Selection Committee shall review and evaluate the Proposals using the evaluation criteria. The Selection Committee, during its evaluation process, reserves the right to contact references and to verify information submitted by any Proposer. The Selection Committee may also request clarification or information from the Proposers. The evaluation and point assessment for each proposal shall be based on the following criteria for a maximum total of 100 points.

5.3.1 Firm Qualifications/Project Experience: **20 points**

- Relative financial strength of Proposer.
- Ability to secure maintenance, performance and payment bonds.
- Proposer's experience and past performances in providing proposed design/build services, including demonstrating relevant design and construction experience, existing and past projects.
- Reference verification.
- Familiarity with local conditions.

5.3.2 Project Team and Team Experience **15 points**

- Qualifications and experience of Proposer Team, proposed key personnel, particularly project director and project manager, and subcontractors.
- Quality and sufficiency of proposed staffing plan and organization structure.

5.3.3 Technical Approach; Implementation Schedule **30 points**

- Adequacy of Proposer's approach to designing and constructing the Project, and understanding of the Project.
- Proposed plan for the implementation and completion of the Project.
- Project schedule.
- Conceptual design plan.

5.3.4 Project Cost Proposal and Effectiveness **35 points**

- Basic Cost of Work for Design Services.
- Basic Cost of Work for Construction.
- Guaranteed Maximum Price.

TOTAL POSSIBLE POINTS: 100

ARTICLE 6
EXECUTION OF AGREEMENT AND COMPLETION OF WORK

- 6.1 The Design/Build Agreement will be prepared by the Town and provided to the selected Design/Builder. The Design/Builder shall, within 14 days of receipt of the Design/Build Agreement execute the Agreement and furnish any bonds and provide certificates of insurance as are required at the time of the execution of the Agreement.

The Town will enter into a negotiated Design/Build Agreement with the successful Proposer for a Guaranteed Maximum Price for the Work. The terms and conditions of the Design-Build Agreement are fixed price and fixed time. The Design/Builder's submitted Proposal is to be a guaranteed lump sum for completing the Work in this RFP. The Design/Builder will provide a Schedule of Values to the Town for their approval. The total of the Schedule of Values will be the lump-sum guaranteed price for the Work. The Design/Build will contain provisions common to design-build agreements for public improvements, including, but not limited to a design process with schematic, design development and construction drawing phases and 30/60/90% review of plans and specifications. The form of the Design/Build Agreement will be available to all proposers in advance of the Submission Deadline on the Town's website www.townofsurfsidefl.gov or via Addenda to this RFP.

- 6.2 Upon Town Commission approval, the Design/Builder shall, within fourteen (14) Days after receipt of Design/Build Agreement from the Town, 1) execute the Design/Build Agreement between Town and Design/Builder, 2) furnish any Bonds, and provide Certificates of Insurance required to be furnished at the time of execution of the Design/Build Agreement.
- 6.3 Should the Design/Builder fail to comply with the requirements of this Article within the specified time period, the Design/Builder's entire Proposal Security may be forfeited to the Town as liquidated damages by reason of Design/Builder's failure to timely execute and deliver same.
- 6.4 Work will be initiated on the basis of a Notice to Proceed and for any such Work so initiated, and a Payment Bond and Performance Bond shall be required.
- 6.5 The Proposer acknowledges the required security of a Proposal Bond or Cashier's Check.

ARTICLE 7
GENERAL INFORMATION AND ADMINISTRATIVE REQUIREMENTS

- 7.1 **Costs Incurred by Proposers:** All costs incurred by Proposers, their employees and agents, in preparing a response to this RFP, in clarifying such response to the satisfaction of the Town, in attending any pre-Proposal meetings, or in ascertaining the conditions of the site shall be the sole responsibility of the Proposers and will not be paid or reimbursed by the Town. The Proposer is further responsible for all legal expenses incurred by the Proposer for the Project, including contract review and negotiations. The Proposer's legal costs shall not be included in the Proposer's Proposal or factored into the Proposer's Project Cost Proposal. The Town shall not reimburse the Proposer for legal costs of any kind.
- 7.2 **Rejection of Proposals:** The Town reserves the right to reject any or all Proposals. Proposals not conforming to these instructions may be disqualified.
- 7.3 **Non-Binding Interpretations:** No verbal or written information, which is obtained other than by information in this RFP or written Addendum to this RFP, shall be binding on the Town.
- 7.4 **Withdrawal of Proposals:** A Proposal may not be withdrawn before the expiration of one hundred twenty (120) days from the date of Proposal opening. Proposals may be withdrawn if the Town fails to accept the Proposal within one hundred twenty (120) calendar days after the date fixed for opening Proposals.
- 7.5 **Public Records Laws:** Proposer acknowledges that except for specific statutory exceptions listed in Chapter 119, Florida Statutes, all information contained within their Proposal shall be considered a Public Record.
- 7.6 **Conflict of Interest:**
- 7.6.1 The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town.
- 7.6.2 All Proposers must disclose the name of any Town employee, consultant or agent who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's firm or any of its branches.

ARTICLE 8
DESIGN CRITERIA PACKAGE

- 8.1 **Design-Build Criteria:** The Town’s Design Criteria Professional prepared the Design Criteria Package for the design and construction of this Project. The purpose of the Design Criteria shall be to furnish design-build firms with sufficient information to allow the firms to prepare a response to the Town’s RFP. The design criteria includes, but is not limited to the following.
- 8.2 **Permitting:** Design/Builder shall, on behalf of the Town, apply for and obtain all permits, licenses and government approvals necessary for the design, construction and operations of the Project. All permit fees and associated costs for pursuing and obtaining required approvals and permits for the Work shall be the responsibility of the Proposer and shall be included in the Proposer’s Cost Proposal submitted in response to this RFP.
- 8.3 The Proposer’s approach to minimizing the impact of construction on the residential and commercial properties located within the Project area shall be described in detail.
- 8.4 Design and Construction Considerations and Requirements:
- 8.4.1 Proposer should be aware of all subsurface conditions.
- 8.4.2 The Town is subject to hurricanes and storms and therefore the Design/Builder shall consider such likelihood in their scheduling and construction activities.
- 8.4.3 It shall be the sole responsibility of the Design/Builder to secure any necessary temporary site or sites for use as staging areas for materials and equipment storage, temporary parking, and to accommodate any other logistical needs.
- 8.4.4 It shall be the Design/Builder’s sole responsibility to secure, store and dispose of all excess soil, drilling mud and any other construction spoils. The Town will not provide an area for storage or disposal of construction-related debris, nor will the Town provide labor or equipment to assist with such disposal.
- 8.4.5 **Special Concerns:** The special concerns included herein have been identified by the Town as particularly important to the citizens of Surfside. The special concerns include pedestrian traffic control, traffic mitigation, noise abatement, a minimal disruption to surrounding property owners and businesses. Proposers shall provide the Town with a plan and assurances to address all special concerns, including noise abatement.

EXHIBIT 1 – DESIGN CRITERIA PACKAGE

**LOCATION MAP OF COMMUNITY CENTER
(9301 Collins Avenue, Surfside, Florida 333154)**

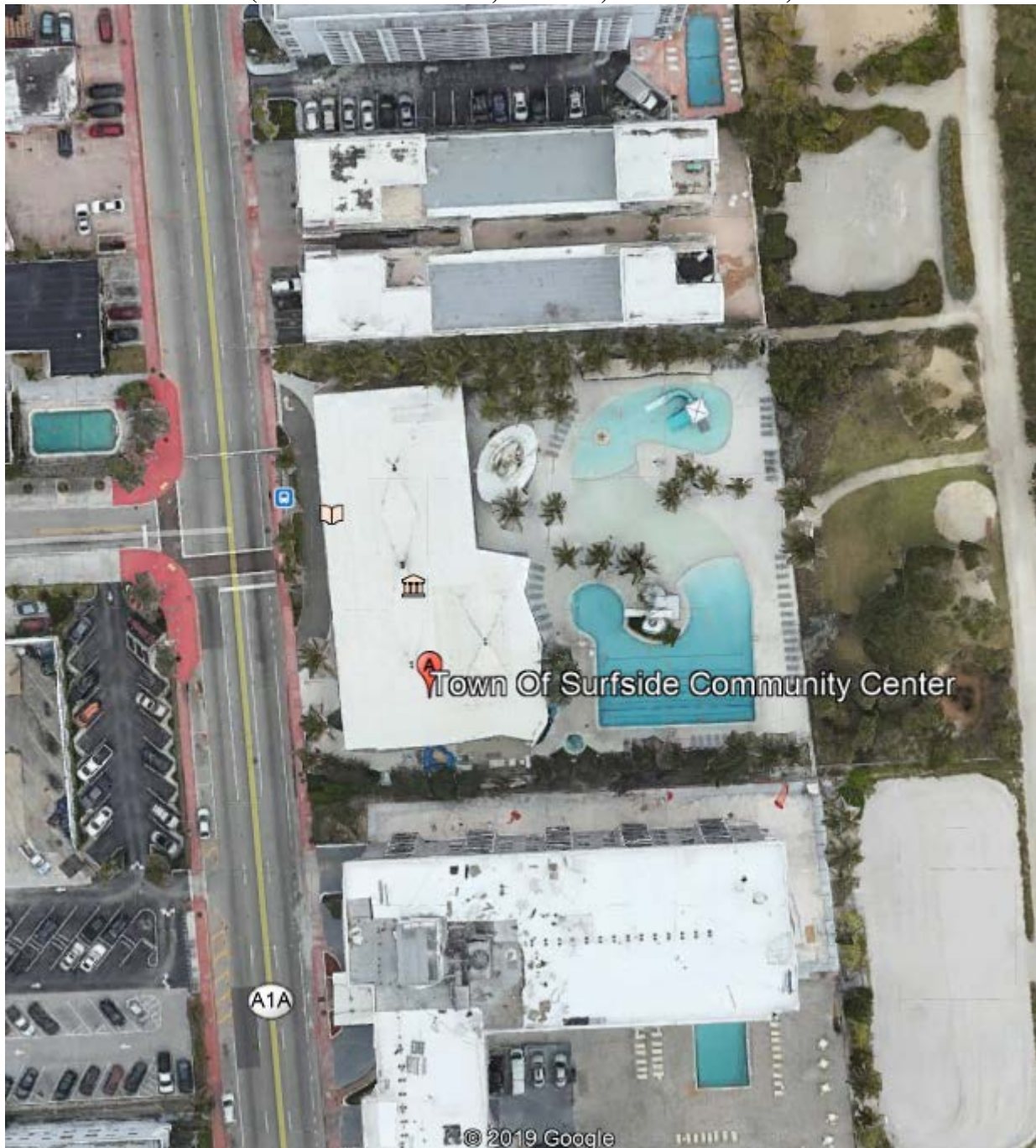


EXHIBIT 2 – DESIGN CRITERIA PACKAGE

**DESIGN CRITERIA PLANS
(EXHIBIT A THRU E)**

EXHIBIT 3 – RESENT FPL BILL

1 / 27 319870 8420052992931718874750000



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

TOWN OF SURFSIDE
9293 HARDING AVE
SURFSIDE FL 33154-3000

Nov 27, 2019 Electric Bill

For: Oct 29, 2019 to Nov 27, 2019 (29 days)

Service Address
9301 COLLINS AVE
SURFSIDE, FL 33154
VAGRAMONTE@TOWNOFSURFSIDEFL.GOV
Account Number 05299-29317

Questions? Contact Us
Reliable energy is affordable energy.
Learn how we save you money at fpl.com/savings

TOWN OF SURFSIDE:
Here's what you owe for this billing period.

Amount of your last bill	\$3,198.70
New charges due by Dec 18, 2019	\$2,549.18
Total amount you owe	\$5,747.88

Amount of your last bill	3,198.70
Balance before new charges	\$3,198.70
NEW CHARGES	
Rate: GSD-1 GENERAL SERVICE DEMAND	
Customer charge:	\$26.32
Non-fuel: (\$0.023490 per kWh)	\$668.05
Fuel: (\$0.025630 per kWh)	\$728.92
Demand: (\$11.24 per KW)	\$932.92
Electric service amount	2,356.21
Storm charge	-13.94
Gross receipts tax	60.06
Franchise charge	146.85
Taxes and charges	192.97
Total new charges	\$2,549.18
Total amount you owe	\$5,747.88

Meter Summary

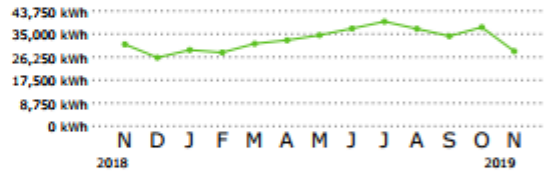
Meter reading - Meter KV58395 Next meter reading Dec 30, 2019
Current reading 26949
Previous reading -26712

kWh constant	x 120
kWh used	28440
Demand reading	.69
KW constant	x 120.00
Demand KW	83

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Nov 27, 2019	Oct 29, 2019	Nov 29, 2018
kWh Used	28440	37560	31080
Service days	29	32	31
kWh/day	980	1173	1002
Amount	\$2,549.18	\$3,198.70	\$2,704.28

Energy Usage History



Keep In Mind

- Payment received after February 20, 2020 is considered LATE; a late payment charge of 1% will apply.
- The number of days included in your bill can vary month to month. So even if you use the same amount of energy per day, your bill may be higher next month due to greater number of service days. Visit www.FPL.com for more information.
- The Florida Public Service Commission approved a one-time refund related to the storm charge that is included in your November bill. Learn more: FPL.com/rates

Don't fall for a scammer

Scammers use caller ID spoofing appearing to be FPL. Don't fall for it when they demand payment with a prepaid card.
[Protect yourself](#)

Let's go solar, together

With FPL SolarTogether, a new proposed program, everyone has the opportunity to enjoy the benefits of solar.
[Learn More](#)

Useful Links
[Billing and service details](#)
[Energy News](#)
[View back of the bill](#)

Important Numbers

Customer Service: (305) 442-0388
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)

**ARTICLE 9
PROPOSER’S ACKNOWLEDGEMENTS**

- 9.1 By submission of this Proposal, the Proposer acknowledges that he/she has thoroughly examined all plans, specifications, Proposal and Contract Documents; thoroughly familiarized himself with all existing site conditions; that no allowances shall be made by the Town for the Proposer’s failure to do same; the Proposer offers to enter into a Design/Build Agreement with the Town to furnish Design/Services as well as all labor, materials and equipment to perform all Work included in and in accordance with the plans, Design Criteria Package, RFP and Contract Documents.
- 9.2 If the Proposer makes false statements or provides false information in any portion of the Proposal documents, the Proposer acknowledges that Proposer will be disqualified.
- 9.3 The Proposer understands and agrees with the form of this RFP as presented, absent any inadvertent drafting or technical errors, and agrees to not attempt to negotiate the terms and conditions of this Project, except as provided herein

**ARTICLE 10
REPRESENTATIONS**

- 10.1 Town is expressly relying upon the Proposer’s representations for awarding this Project. Therefore, the Proposer unequivocally represents that the statements and information provided in response to this RFP are truthful.
- 10.2 The Proposer and all persons signing on behalf of the proposing person or entity, has the legal authority to bind the Proposer to the terms and conditions of this Project.
- 10.3 There are no legal impediments, conditions or orders, which would preclude the Proposer from satisfactorily performing the Proposer’s duties as outlined in the RFP documents.

END OF INSTRUCTIONS

FORM “1”

PROPOSAL CHECKLIST

As provided in the RFP, the following items must be attached to this Proposal:

ITEMS	STATUS
Transmittal Letter	
TECHNICAL PROPOSAL	
Proposal Cover Sheet (Form 2)	
Proposer’s Statement of Qualifications (Form 5)	
Subcontractor Information (Form 5, Supplemental)	
Material/Equipment Suppliers Information (Form 5, Supplemental)	
References (Form 9)	
Statement on Public Entity Crimes (Form 6)	
Evidence of Insurability	
Project Organization and Management	
Staffing Plan	
Project Schedule	
Non-Collusion Affidavit (Form 7)	
Non-Discrimination Affidavit (Form 8)	
Project Cost Proposal (separate sealed package) (Form 3)	
Schedule of Values	
Proposal Security (Form 4)	

FORM "2"

PROPOSAL COVER SHEET

PROJECT: COMMUNITY CENTER PHOTOVOLTAIC SYSTEM

BID/PROJECT NO: RFP No. 2020-01

COMMENCEMENT: UPON TOWN'S ISSUANCE OF
"NOTICE TO PROCEED"

SUBSTANTIAL COMPLETION: _____ DAYS FROM "NOTICE TO PROCEED"

PROPOSAL BOND: _____

Made as of the _____ day of _____, 20____.

PROPOSER: _____

ADDRESS: _____

PHONE: _____

FAX: _____

ORGANIZATION
TYPE:

_____ INDIVIDUAL

_____ PARTNERSHIP

_____ CORPORATION

_____ OTHER (explain)

ACKNOWLEDGMENT OF ADDENDUM

The Proposer hereby acknowledges the receipt of the following addenda issued by the Town and/or Consultant and incorporated into and made part of the Design/Build Agreement and Contract Documents for this Project.

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Signature **Title**

ACKNOWLEDGMENT AND SEAL

Firm Name

Signature

Title

Witness

Name

Witness

Name

Corporate Seal:

Incorporated under the laws of the State of _____ .

FORM "3"

**PROJECT COST PROPOSAL
(GUARANTEED MAXIMUM PRICE)**

Project Title: TOWN OF SURFSIDE - COMMUNITY CENTER PHOTOVOLTAIC SYSTEM

Payment for the various items of the Project Cost Proposal shall include all compensation for design and engineering services, construction, furnishing tools, equipment, supplies, and manufactured articles, labor operations, permit fees, licenses, taxes, insurances, bonds, overhead and profit, and incidentals appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including but not limited to the Occupational Safety and Health Administration of the US Department of Labor (OSHA), FDOT, Miami-Dade County and the Town. No separate payment will be made for any item that is not specifically set forth in the cost proposal, and all costs therefore shall be included in the prices provided below.

PROJECT COST PROPOSAL

		Lump Sum / Guaranteed Maximum Price
	Design cost: _____ Construction cost: _____	Total Project Cost Proposal: \$ _____ (Numerical) _____ Dollars (Written)

SUBMITTED BY

Organization

Signature

Signature of Witness

Name Title

Signature of Witness

Name Title

Date

END OF PROJECT COST PROPOSAL

FORM "4"

PROPOSAL SECURITY FORM

_____	_____
Name	Name
_____	_____
Address	Address

FLORIDA RESIDENT AGENT Name: Address: Telephone: Fax:	TOWN OF SURFSIDE 9293 HARDING AVENUE SURFSIDE, FLORIDA 33154 Telephone: 305-861-4863 Fax: 305-861-1302
PROJECT: _____	
Proposal Due Date	Bond Number
_____	_____
Bond Date	Penal Sum
_____	\$ _____

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, subject to the terms included in this section, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

PROPOSER

**SURETY
(Attach Power of Attorney)**

Corporate Name and Seal

Corporate Name and Seal

Signature

Signature

Name and Title

Name and Title

Attest

Attest

Attest

Attest

Note: Above addresses shall be used for giving of required notices. Any singular reference to Proposer, Surety, Florida Resident Agent, Town or other party shall be considered a plural where applicable.

1. Proposer and Surety, upon default of Proposer, jointly and severally, bind themselves, and their heirs, executors, administrators, successors and assigns to pay to Town upon default of Proposer the penal sum set forth on the face of this Bond.
2. Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the bidding documents (or any extension thereof granted in writing by Town) the executed Design Build Agreement and the Bonds and Certificates of Insurance required to be furnished at the time of execution of the Design Build Agreement.
3. This obligation shall be null and void if:
 - A. Town accepts Proposer’s Proposal and Proposer timely complies with the requirements of Section 2 of this Bond, or
 - B. All Proposals are rejected by Town , or
 - C. Town fails to issue a notice of award to Proposer within the time specified in the bidding documents (or any extension thereof granted in writing by Proposer and, if applicable, consented to be Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Proposer and within 30 calendar days after receipt by Proposer and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Town and Proposer, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Proposer and Surety and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Monroe County, Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or Proposal as applicable.

END OF PROPOSAL BOND

FORM "5"

STATEMENT OF PROPOSER'S QUALIFICATIONS

The Proposer, as well as any Subcontractors who will perform at least 20% of either the design or the construction phases of this Project, must be included in this Statement of Qualifications. Information provided on this document and its attachments will be subjectively evaluated by the Evaluation Committee. For purposes of completing this Statement of Qualifications, "Firm" means the Proposer. Design/Build Team means the Proposer and the Subcontractors who will perform at least 20% of either the design or the construction phases of this Project.

Use additional sheets if necessary to fully document responses.

1. List the names of the Proposer's principals and their titles:

Firm Name

Principal & Title

Principal & Title

Address

City, State & Zip Code

Phone

Fax

2. Proposer is a:
 Sole Proprietorship Corporation Partnership Joint Venture
 Other (Explain):

3. Your Federal Employer Identification Number (FEIN) is:

(If applicable) (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

4. License(s) and Registration(s):

(a) What is the Proposer's primary practice or professional service:

Contractor Architect Engineer Other (explain):

(Attach copies of registrations, licenses, certificates, and other documentation as issued by the State of Florida, Miami-Dade County, or other agency.)

(b) List the name(s) and title(s) of person(s) in your Firm who are authorized to enter into an Design/Build Agreement with the Town of Surfside for the proposed Work should your Firm be the Successful Proposer.

Name & Title

Name & Title

(c) List Principals and other key personnel licensed in the State of Florida:

Name

Registration Type

Years Registered

Years Employed
by Proposer

Name

Registration Type

Years Registered Years Employed
by Proposer

Name

Registration Type

Years Registered Years Employed
by Proposer

(Attach copies of registrations, licenses, certificates, and other documentation as issued by the State of Florida, Miami-Dade County, or other agency.)

(d) Remarks:

5. How long has your Firm been in business under its present name?
_____.

6. Design/Build Team Composition:

(a) List Team Members (Attach additional sheets as necessary):

Team Member Name

Principal

Discipline/Specialty

Location

Team Member Name

Principal

Discipline/Specialty

Location

- (b) Attach copies of registrations, licenses, certificates, and other documentation as issued by the State of Florida, Miami-Dade County, or other agency.

7. Financial Statements for Proposer:

- (a) Attach audited financial statements for the last three years, or, at a minimum, CPA-reviewed financial statement for the last three years.
- (b) List annual revenues (last three years) and annual net income (Loss) (last three years)

8. Past Experience:

- (a) The Proposer must demonstrate their specific design and construction experience in the United States as presented by their Team, including but not limited to design and construction/installation of photovoltaic systems or similar systems.
- (b) **References:** Detailed description of comparable contracts as they pertain to the Scope of Services similar to that requested in this RFP, which the Proposer and Subcontractor has either ongoing or completed within the past five (5) years. The description should identify for each project: (i) client, (ii) a complete description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the Town of Surfside).

(c) Has the Proposer ever failed to complete a bonded obligation? If yes, provide details including circumstances, where and when, name of bonding company, name and address of owner, and disposition of matter on an attachment to this Form.

Yes No

(d) Has the Proposer ever been declared non-responsive or defaulted on a previous contract? If yes, provide details including circumstances, identification of the project, and disposition or current status of the matter on an attachment to this Form.

Yes No

(e) Within the last five years, has the Proposer been involved in a legal matter against the Town of Surfside? If yes, provide details including circumstances, identification of the project, and disposition or current status of the matter on an attachment to this Form.

Yes No

(f) Within the last five years, has the Proposer been involved in a matter that was arbitrated against the Town of Surfside? If yes, provide details including circumstances, identification of the project, and disposition or current status of the matter on an attachment to this Form.

Yes No

9. Current Workload:

(a) List current projects (either in design or under construction) including contract amounts, the scope of the project in square feet of construction, the current status or projected date of completion, and notation of whether participation in the project was fully bonded or not. Attach additional sheets as necessary to portray your total current workload.

Project
Value
Square Feet
Status
Bonded

Project

Value

Square Feet

Status

Bonded

9. Attachments:

(a) **MANDATORY ATTACHMENTS:**

1. Copy of professional registration and/or Certificates of Authorization issued by the Florida Department of Business and Professional Regulation indicating your Team’s qualifications as defined in Section 287.055, Florida Statutes.
2. Copies of professional licenses, registration, certifications, or certificates of competency issued by the Florida Department of Business and Professional Regulation or Miami-Dade County for the Proposer and Team Members.
3. Further Documentation or explanatory materials related to Items 6, 7 (g), 7 (h), and 8.
4. Visual examples of two (2) different projects representative of your Team’s work and comparable to the scope of services set forth in this RFP, such as photos of completed buildings or models, reproductions of renderings, plans, drawings or other types of information sufficient to indicate the quality and character of your work. Each submittal must not be larger than 8-1/2 by 11 inches and should include the following information:
 - a. The original estimated construction cost.
 - b. Time duration from the start of design to completion of construction documents.
 - c. Actual cost of construction awarded or completed.

(b) **OPTIONAL ATTACHMENTS:** Attach any brochures, photographs, video or other documentation that may assist in the evaluation of your Team. A complete copy of any optional

attachment must be included with each of the required copies of your Proposal to receive consideration.

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, team, or corporation to furnish any information requested by the Town of Surfside in verification of the recitals comprising this Statement of Proposer's Qualifications.

(c) Proposer's Representations:

1. The Proposer acknowledges that the Town of Surfside is relying upon the Proposer's statements and representations for determining the Proposer's qualifications. Therefore, any misrepresentations, misstatements, or fraudulent statements shall be used, at the Town of Surfside's sole discretion, as a basis for disqualifying the Proposer.
2. The Proposer unequivocally represents that the statements and information provided in response to this qualification statement are truthful.
3. The Proposer and all persons signing on behalf of the bidding person or entity, has the legal authority to bind the Proposer or entity to the statements and representations made in this document.

SUBMITTED BY

Signature of Proposer

Printed Name

Title

Name of Firm

Date

Signature of Witness

Printed Name

Title

Name of Firm

Signature of Witness

Printed Name

Title

Name of Firm

FROM “6”

**TOWN OF SURFSIDE
Sworn Statement under Section 287.133(3)(a),
Florida Statutes on Public Entity Crimes**

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with the RFP Contract for Design/Build of the Town of Surfside’ s Community Center Photovoltaic System.
2. This sworn statement is submitted by:

(Name of entity submitting sworn statement)

whose business address is:

Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

(If applicable)

Social Security Number: _____

3. My name is: _____
(Print name of individual signing)

and my relationship to the entity is: _____

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

FORM "9"
REFERENCES

The following is a list of at least three (3) references from municipalities for which Proposer provided similar services or comparable contracts to those sought in this RFP in the past five (5) years:

Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
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Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____



MEMORANDUM

ITEM NO. **5PP**

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: 05/12/2020
Subject: Beachwalk Trimming

Background: The Town Commission directed staff to confirm that there are permits in place and to get quotes in order to trim the sea grapes along the Beachwalk.

Analysis Staff has contacted the Florida Department of Environmental Protection (FDEP) regarding permits. FDEP advised that no permit is required for the trimming of the sea grapes as long as some maintenance requirements are met. Three vendors have been contacted to receive quotes to trim the sea grapes along the Beachwalk.

Budget Impact: Unknown at this moment

Commission direction: Staff will bring back this item during the next Commission meeting with the different quotes in order for the Town Commission to decide.

Reviewed by

Prepared by



MEMORANDUM

ITEM NO. 5QQ

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 12, 2020
Subject: Community Center Pool Deck Lighting

The Parks and Recreation Department is looking into an engineering firm to assist in the feasibility and basic design criteria to install permanent pool deck lighting. This would include all Florida Building Code (FBC) and Town of Surfside Code of Ordinances covering turtle protection. Also, included in this would be the Florida Department of Environmental Protection (DEP) and Florida Fish and Wildlife Commission (FWC) guidelines.

The cost would include the preparation of an RFP, all permits required for the project and to oversee the construction and closeout of the project. Operational cost will also be included to cover additional staff, projected utilities and pool chemicals on an annual basis.

Per the request of the Town Commission, staff will have these costs available during the budget process for Fiscal Year 2021.

Reviewed by: TM

Prepared by: TM

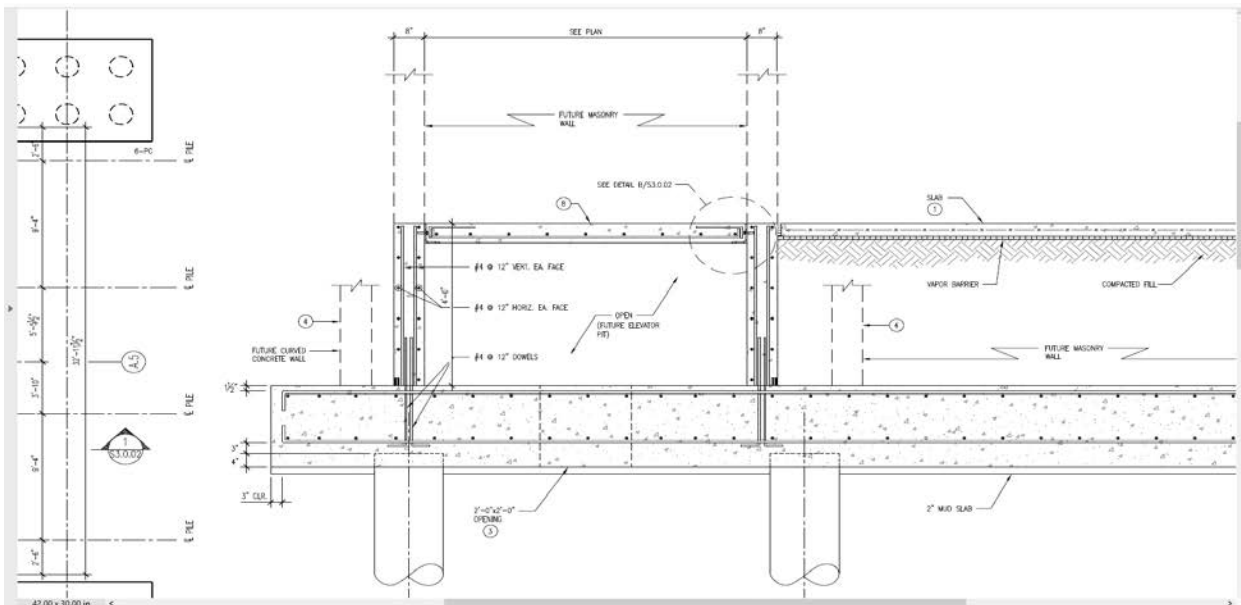


MEMORANDUM

ITEM NO. 5RR

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 12, 2020
Subject: Community Center Second Floor

The Town of Surfside Community Center was designed and constructed under the provisions of the Florida Building Code 3rd Edition (2007) including consideration for a second story according to the approved structural plans specifically sheet S3.0.02. An elevator pit and section of the roof structure not continuous or poured separately from the rest of the roof slab. This portion of the slab that was pinned in place to be removed at some future time to accommodate an elevator shaft. These two elements were left in the design and constructed accordingly to allow said future second story. This area is now known as “Fish Bowl”. No other elements have been found on the approved plans or records. Nothing in the design and construction of the Community Center precludes a second story from being designed and built at some future date. Note the present code in-force is the Florida Building Code 6th Edition (2017). Aforementioned details taken from sheet S3.0.02 of the approved plans below.



Reviewed by: MR/RP

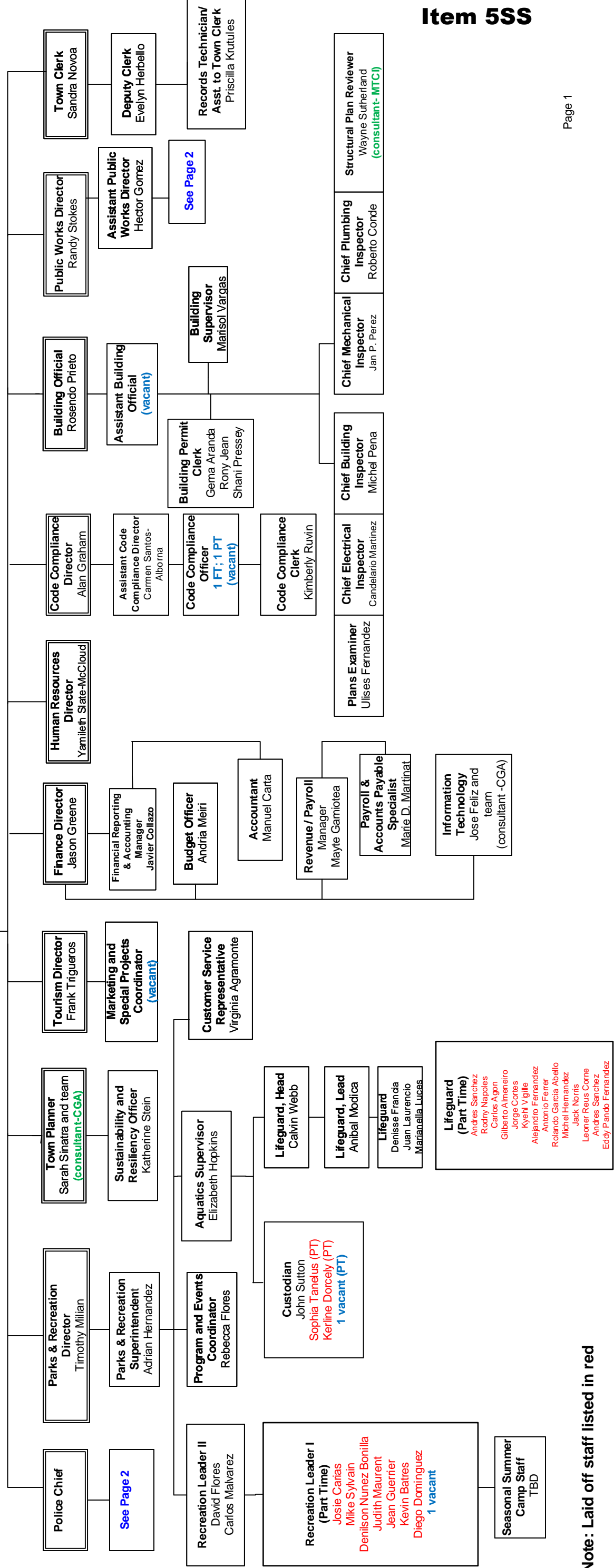
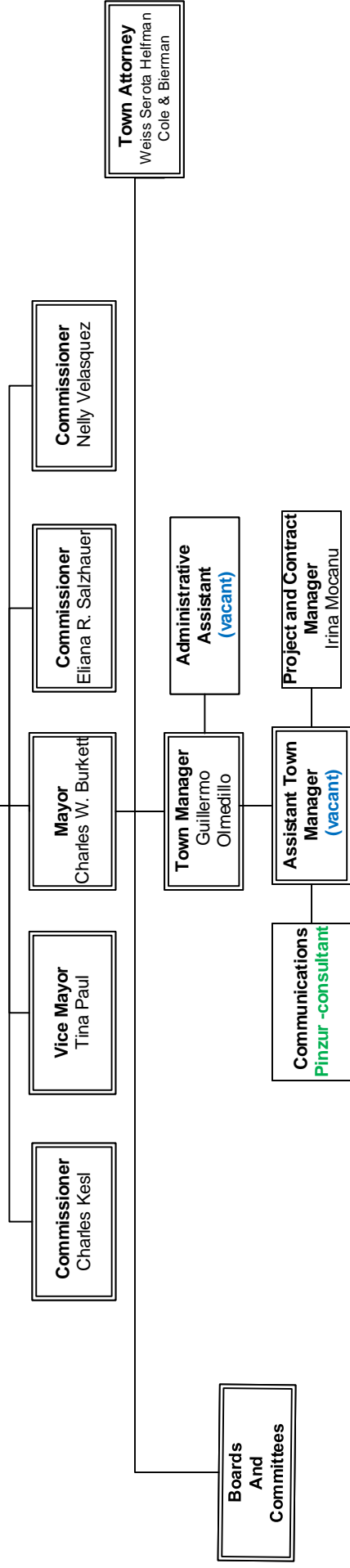
Prepared by: MR/RP



Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

**Government Structure
(As of April 24, 2020 - Includes Laid off Staff)**

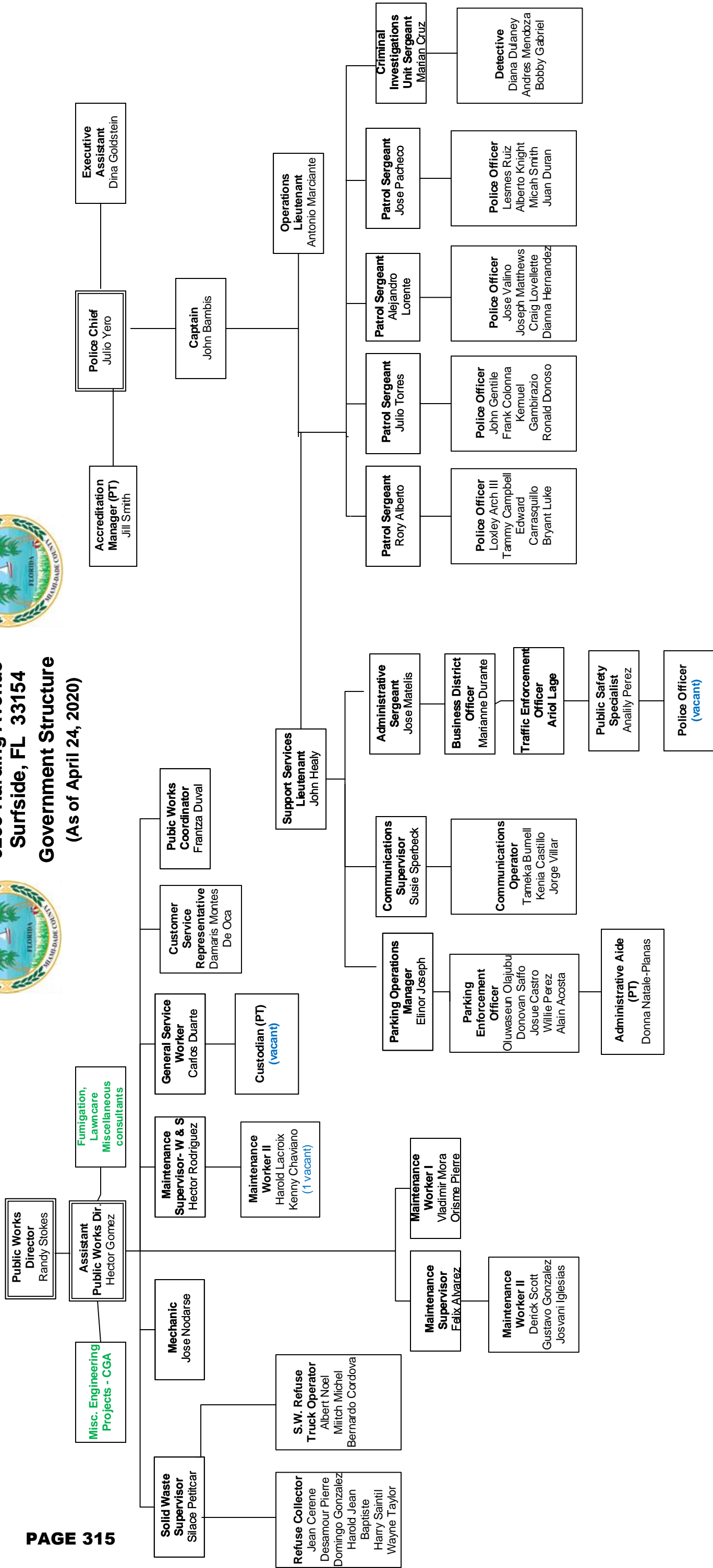
Residents of Surfside



Note: Laid off staff listed in red



Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Government Structure
(As of April 24, 2020)





MEMORANDUM

ITEM NO. 5TT

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 26, 2020
Subject: Miami Christmas Lights Contract. Holiday Lights for the Town of Surfside

Vendor Miami Christmas Lights (MCL), was selected as a result of RFP 2019-01, Holiday Lights for the Town of Surfside.

The vendor presented three (3) options to the Tourist Board at the June 2019 Tourist Board meeting and fielded questions. The Tourist Board voted to move forward with the current design, then option two (2), at the July meeting. A motion was made by Vice Chair Lehman and was seconded by then Tourist Board member Kesl (all voted in favor). The annual price for the project is \$86,000.

The Town has a three-year agreement with the vendor, although signed authorization from the Town is required each year. If authorization is given to proceed, 2020 would be year two. The agreement provides for termination without cause upon five (5) days written notice from the Manager and further contains a budget/appropriation condition precedent.

The Town's rights of termination and election not to move forward would not present a problem under the Agreement.

Given that the project requires extensive set up time and logistics coordination, a decision should be made at the May 26 meeting unless vendor states that they are able to provide for additional time.

Miami Christmas Lights team will be online during Commission meeting to field any potential questions.

Reviewed by

Prepared by

ORDINANCE NO. 17 – 11062

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 86 “WATERWAYS”; ARTICLE II, “PUBLIC BEACHES”, SPECIFICALLY AMENDING SECTION 86-26 “DEFINITIONS”; SPECIFICALLY AMENDING SECTION 86-31 “BEACH FURNITURE PERMIT REQUIREMENTS”; SPECIFICALLY AMENDING SECTION 86-33 “VIOLATIONS, CIVIL FINES AND PENALTIES”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has the authority to promulgate laws to regulate the public beach in a reasonable manner to protect public health, safety, and welfare, which must have a rational relation and be reasonably designed to accomplish a purpose necessary for the protection of the public; and

WHEREAS, the Florida Constitution states that “The title to lands under navigable waters, within the boundaries of the state, which have not been alienated, including beaches below mean high water lines, is held by the state, by virtue of its sovereignty, in trust for all the people,” s.11, Art. X, Fla. Const; and

WHEREAS, on December 13, 2016 the Town Commission adopted Ordinance No. 16-1658 to regulate beach furniture and its corresponding *Administrative Policy: Beach Furniture and Equipment* which provides for public access and safety and requirements for beach furniture; and

WHEREAS, on April 13, 2017 the Town Commission directed Town Administration to amend the beach furniture ordinance to clarify terms in the ordinance; and

WHEREAS, the Town Commission held its first public hearing on May 9, 2017 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on June 13, 2017 and further finds the proposed change to the Code necessary and in the best interest of the community.

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

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

Section 2. Code Amendment. Article II, “Public Beaches,” specifically Section 86-26 “Definitions,” Section 86-31 “Beach Furniture Permit Requirements” and Section 86-33 “Violations, Civil Fines and Penalties” is hereby amended as follows:

Sec. 86-26. - Definitions.

* * *

Beach Furniture Operator is ~~a hotel located on the east side of Collins Avenue which uses or allows another party to use such beach furniture as part of a short term paid lodging authorized through a Certificate of Use issued by the Town.~~ a hotel or Condominium Association located on the east side of Collins Avenue that provides beach furniture services to its residents and guests or a hotel located on the west side of Collins Avenue so approved by the Town Commission pursuant to Section 86-31(B)(2) of the Town Code.

Beach Furniture Setup is the organized preplacement of beach furniture by a Beach Furniture Operator in anticipation of use by an individual Beach Furniture User.

Beach Furniture Storage is the overnight placement of beach furniture on the public beach.

Beach Furniture User is an individual using any item of beach furniture while on the public beach. This applies to the general public, condominium residents and hotel guests.

* * *

Sec. 86-31. - Beach Furniture Permit Requirements.

Beach Furniture Operator, as defined in this article must obtain a permit for Beach Furniture Setup and Beach Furniture Storage ~~to place beach furniture~~ on the public beach within the Town. Town Manager or designee shall establish an Administrative Policy: Beach Furniture and Equipment for the placement of beach furniture on the public beach ~~by Beach Furniture Operators for public safety, access and maintenance, as set forth by Administrative Policy.~~ A hotel Beach Furniture Operators must procure a local business tax receipt and comply with the regulations of Section 70-41 of the Town of Surfside Code and all required licenses or permits from Miami-Dade County, the State of Florida and federal entities.

Sections ~~86-26 86-31~~ to 86-33 herein shall be reviewed by the Town Commission within one year of after its enactment and the Town will notify any Beach Furniture Permit holder prior to any meeting of such review. Nothing in Sections 86-31 to 86-33 shall require a permit from the general public to place beach chairs and/or equipment on the beach for personal use on an as needed basis.

~~A.~~ Application. ~~Any~~ Beach Furniture Operator shall apply for a Beach Furniture ~~p~~Permit on a form prepared by the Town ~~along with the applicable permit application fee.~~ All permit applications shall include the following:

- ~~(1)~~ An application fee of \$500.00;

- ~~(2) An evacuation plan, in the event of a natural disaster such as a tropical storm or hurricane, including a storage area.~~
- ~~(3) Beach furniture operations plan, including specifications on storage, staffing and clean-up.~~
- ~~(4) Compliance with indemnification and insurance requirements pursuant to Section 86-32 of the Town of Surfside Code.~~

A. Beach Furniture Permit applications for hotels or Condominium Association located on the east side of Collins Avenue shall include the following:

- (1) An application fee of \$500.00;
- (2) Beach Furniture Operations Plan, including specifications on setup, storage, staffing and clean-up, and an evacuation plan, in the event of a natural disaster such as a tropical storm or hurricane, specifying a storage area during the natural disaster.
- (3) Compliance with indemnification and insurance requirements pursuant to Section 86-32 of the Town of Surfside Code.

B. Beach Furniture Permit applications for hotels located on the west side of Collins Avenue must be approved by the Town Commission.

- (1) Beach Furniture Permit applications for hotels located on the west side of Collins Avenue shall include the following:
 - a. An application fee of \$500.00;
 - b. Beach Furniture Operations Plan, including specifications on storage, staffing and clean-up, and an evacuation plan, in the event of a natural disaster such as a tropical storm or hurricane, including a storage area;
 - c. Compliance with indemnification and insurance requirements pursuant to Section 86-32 of the Town of Surfside Code;
- (2) All applications for hotels located on the west side of Collins Avenue are subject to the Town Administrative Policy: Beach Furniture and Equipment and shall be approved by the Town Commission.
 - a. The Town Commission shall review each application for conformity with the Town Administrative Policy: Beach Furniture and Equipment and decide whether the application shall be approved, approved with conditions, or denied.
 - b. The Town Commission Public Hearing shall be advertised at least once in a local newspaper of general circulation or publicly posted in the Town Hall at least ten days prior to the Public Hearing. Written courtesy notices shall be sent by first class mail to affected property owners within a radius of 300 feet and shall contain a copy of the Beach Furniture Permit application.

A notice, 18 inches by 24 inches, shall be placed in a prominent place on the property by the applicant at the applicant's own expense denoting the following:

REQUEST FOR: _____

TOWN COMMISSION MEETING: DATE AND TIME

TOWN HALL
9293 Harding Avenue
Surfside, FL 33154

COMPLETE INFORMATION REGARDING THE BEACH FURNITURE PERMIT APPLICATION IS AVAILABLE BY CONTACTING THE TOWN HALL.

- B. C. Exemption. Nothing in this article shall require a permit from a member of the general public to place beach furniture on the public beach for personal use.
- C. D. Review of Beach Furniture Permit application. A permit shall be granted upon the submittal of a completed application and the required fee, unless the Town Manager or designee or the Town Commission for Beach Furniture Permit applications pursuant to Section 86-31(B)(2) of the Town Code, determines that the granting of such a permit:
- (1) Unduly impedes governmental business or public access;
 - (2) Conflicts with previously scheduled activities;
 - (3) Imperils public safety; or
 - (4) Violates any public policy or local, state or federal law.
- D. E. A ~~Beach Furniture Permit~~ is revocable if the applicant does not meet the requirements as specified in the Town Code, Administrative Policy: Beach Furniture and Equipment and applicant's operation plan. A hotel Beach Furniture Operator is subject to the provisions of Article II "Local Business Tax Receipt" of Chapter 70 of the Town Code.
- E. F. Appeals. If a Beach Furniture Permit is denied or revoked by the Town Manager or designee, the Beach Furniture Operator may, within 30 days of the decision, file a notice of appeal to the Town Commission. The appeal shall be heard as a quasi-judicial matter.

Sec. 86-33. - Violations, Civil fines and penalties.

Any person or entity found to be in violation of any condition of this section ~~the permit~~ issued herein shall first be issued a warning. Failure to correct the violation within one hour following the issuance of a warning shall result in the issuance of a Civil Violation Notice ~~to the Beach Furniture Operator. The notice shall be~~ as provided pursuant to ~~in~~ Section 15-10 of the Town Code. ~~Failure to correct the violation may result in revocation of the permit. Failure to obtain the required permit shall subject the owner to a fine of \$500 per day.~~

Violations of this section shall be subject to the following fines.

- a. If the violation is the first violation-\$100.00
- b. If the violation is the second violation within the preceding 12 months-\$500.00

c. Any subsequent violation after the second violation within the preceding 12 months-\$1,000.00

d. After the third violation, a Beach Furniture Operator shall be suspended from Beach Furniture operations for a period of one year from the date of violation.

Section 4. 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 5. 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 6. 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 relettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 7. Effective Date. This Ordinance shall be effective upon final adoption on second reading.

PASSED and **ADOPTED** on first reading this 9 day of May, 2017.

PASSED and **ADOPTED** on second reading this 13 day of June, 2017.

On Final Reading Moved by: Commissioner Gielchinsky
On Final Reading Second by: Commissioner Karukin

FINAL VOTE ON ADOPTION

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

yes
yes
Absent
no
yes



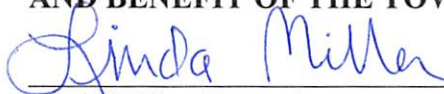
Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney

Administrative Policy

June 13, 2017.

BEACH FURNITURE AND EQUIPMENT

It is the purpose of this Administrative Policy to further the intent of the adopted Town Ordinance regulating the use of beach furniture within the corporate limits of the Town of Surfside.

A permit issued by the Town is required before a Beach Furniture Operator, as defined in the Ordinance, may place furniture on the beach.

The following are the guidelines for placement of furniture on the beach:

1. Beach furniture may not be placed directly behind of or in front of a lifeguard tower or within 10 feet of the entire perimeter of the lifeguard tower, or obstruct a lifeguard's or emergency personnel's view of the beach or ocean.
2. No Beach Furniture Operator shall place beach furniture in the area immediately adjacent to or directly seaward of the street ends throughout the Town of Surfside.
3. All beach furniture shall be set at no less than 12 feet seaward of the edge of the vegetation line of the dune.
4. Beach Furniture Operator that is a hotel shall submit an operations plan to be reviewed by the Town Manager which includes specifications on set up, number of chairs to be preset (not to exceed 40) and stored, removal procedures, hours, storage, staffing and clean-up.
5. Beach Furniture Operator that is a Condominium Association shall submit an operations plan to be reviewed by the Town Manager which includes specifications on set up, number of chairs to be preset (not to exceed 10% of the number of dwelling units of the Condominium) and stored, removal procedures, hours, storage, staffing and clean-up.
6. Beach furniture shall not be set out in the morning before sunrise, or before completion of daily monitoring for turtle nesting activity by a Florida Fish and Wildlife Conservation Commission authorized marine turtle permit holder to examine the beach in the area of the authorized activity to ensure any new sea turtle nests are identified and marked, whichever occurs first.

7. The Beach Furniture Operator shall be responsible for ensuring that the beach furniture is clearly identified as to its ownership, maintained in good condition, free from evidence of deterioration, weathering, and discoloration, at all times. Beach furniture shall be approved by the Town Manager and such approval shall not be unreasonably withheld.
8. Beach furniture shall be deployed in a manner to assure public access and to encourage public use of the beach and shall cause no obstruction to the general public.
9. A Beach Furniture Operator may store beach furniture on their property or east of the dune neatly organized and secured to the ground.
10. Any request from a Code Enforcement Officer, or lifeguard to relocate beach furniture shall be complied with immediately.
11. In the event of a declared state of emergency, the Town Manager or designee may issue a warning to the Beach Furniture Operator to remove and secure the beach furniture. If the Beach Furniture Operator fails to remove the beach furniture, the Town Manager or designee, at its option, may remove the beach furniture from the public beach. The Beach Furniture Operator shall be liable for all costs incurred by the Town for the removal and storage of the beach furniture in the event of an emergency.

Beach Furniture Operators (11) and
Their Pre-Set Limits
(as of October 1, 2019)

Azure Condos 8

Carlisle on the Ocean Condo 12

Grand Beach Hotel 35

Fendi Chateau Ocean Condo 6

Four Seasons Hotel 31

Marriott Residence Inn No Pre-set allowed / 40 chairs
maximum for all days and at all times.

Solara Surfside Resort 6

Solimar Condos 21

Spiaggia Condos 10

Surfside Towers Condo 13

The Waverly Condo Association 11



MEMORANDUM

ITEM NO. 5WW

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 26, 2020
Subject: Designated (Painted) Walking Areas in the Residential District

At the April 16th, 2020 Special Commission Meeting, Town Administration was directed to provide a plan to create designated (painted) pedestrian areas in the single-family residential district. The Town Administration reviewed implemented plans in nearby municipalities to determine available options and related costs.

Due to width limitations of residential roadways and the shared purpose of roadways for vehicular circulation, parking, pedestrian and non-motorized vehicles, the Town Commission should consider creating only one designated (painted) walking areas along the roads. In addition, the Town Commission should also give direction indicating the streets to be considered. The minimum allowed sidewalk width for the American Disability Act (ADA) purposes is 36-inches. For purposes of the designated (painted) walking area, a 5-foot width is considered for use which is a typical residential concrete sidewalk width.

A typical Town block within the residential area is approximately 240-feet wide from west to east and 635-feet long from north to south. For purposes of pricing, a typical unit block will be considered as 875-feet which includes the combination of 240-feet wide from west to east and 635-feet long from north to south. For example, a typical block with proposed designated (painted) walking area can be Carlyle Avenue from 90th Street to 91st Street (northern) and Carlyle Avenue to Dickens Avenue along 91st street (eastern).

Picture A – “Typical Unit Block” below outlines a visual representation of a typical unit block and proposed pathway along one side of street and avenue.



Picture A – “Typical Unit Block”

The Town reviewed previous projects by City of Miami Beach, Bay Harbor Islands and obtained private market pricing from vendors in order to determine a unit cost per typical block. As a result, **Table A – “Cost Options”** below was composed in order to provide cost options for various designated walking areas in the residential district:

Option Number	Description of Option	Cost per Linear Feet	Total Cost per Typical Unit Block
1	White Line Shared Lane	\$2.50	\$2,187.50
2	Green Cover Shared Lane	\$45.00	\$39,375.00

Table A – “Cost Options”

Attachment A – “Visual Representations” provides a visual representation of each option as installed in actual locations and provides further description of each option.

The Town Administration seeks direction about the streets to be designated so that a total plan can be prepared with cost, procurement recommendation and time of execution.

Reviewed by: GO

Prepared by: HG




OPTION A - WHITE SHARED LANE

White shared lane samples were installed as part of a previous project within the Town of Surfside. In installed samples, the white shared lanes are of pavement paint material. The cost option is priced as thermoplastic marking which creates a reflection during night time and has a longer duration life.



OPTION B - GREEN COVER SHARED LANE

This option is typical of bicycle and shared use lanes. Shared use lanes are depicted by two arrows above bicycle icon. The option can be encountered along Byron Ave between 85th Street to 87th Street within the City of Miami Beach. The material is a proprietary material only applied by a limited amount of contractors. The bicycle icon can be removed or changed to a pedestrian similar to Option A.

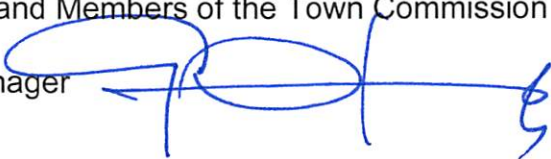
LAST REVISION 05/19/2020	DESCRIPTION: OPTIONS FOR SHARED LANES	 TOWN OF SURFSIDE	PAINTED LANES OPTIONS SCALE: N.T.S. SHEET 1 of 1
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MEMORANDUM

ITEM NO. 5AAA

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

From: Guillermo Olmedillo, Town Manager 

Date: November 12, 2019

Subject: Interlocal Shuttle System Report

The Town Commission approved Interlocal Memorandum of Understanding (MOU) with Bal Harbour (BH) and Bay Harbor Islands (BHI) for a municipal shuttle initiative with the Lehman Center for Transportation Research at Florida International University (LCTR) has resulted in the attached final report.

This report is being presented for your review and direction on the recommendation. The elected officials in BH and BHI will be going through a similar exercise at their respective November meetings.

The following from page 31 of the report outlines the primary recommendation:

The recommendation of this study is to implement a combination of fixed route service along with on-demand vehicles providing door-to-door service. The existing three shuttles operated by Surfside, Bal Harbour, and Bay Harbor Islands would be merged into a single fixed route shuttle serving all three municipalities. The new merged route, called the Surf-Bal-Bay Shuttle for this study, would operate with two minibuses every 60 minutes from 9:00 a.m. to 5:00 p.m., weekdays only. The route terminuses would be from the North Miami Target store on Biscayne Boulevard / NE 143 Street and the Collins Avenue underpass in Bal Harbour.

In addition, a new on-demand service using low speed electric vehicles would provide door-to-door service throughout all three municipalities including the Biscayne Boulevard corridor to NE 151 Street and along the Collins/Harding Avenues to 72 Street. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number. The combination of the new Surf-Bal-Bay Shuttle with the proposed on-demand service would provide more attractive and efficient transit options within the local communities and an effective first mile/last mile service to the regional transit system. Both the new Shuttle and the on-demand service could connect with the proposed NE 125 Street Station of the future SMART Plan Northeast Corridor.

Presently there is no anticipated change in budget impact as Surfside's projected contribution to a joint system (page 33) equates to the existing expenditure from the Citizens Independent Transportation Trust funding for the Surfside Shuttle.

Any Staff impact is to be determined based on the direction from all three municipalities and the possible future adoption of a joint transportation system.

The Administration is recommending the Town Commission accept the accompanying report and authorize the addendum of the MOU for the continuation of this cooperative initiative and action steps (page 33).

Reviewed by

Prepared by

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line extending to the right.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE VILLAGE OF BAL HARBOUR AND THE TOWN OF BAY HARBOR ISLANDS RELATED TO THE ASSESSMENT OF SHUTTLE BUS SERVICES BY THE LEHMAN CENTER FOR TRANSPORTATION RESEARCH AT FLORIDA INTERNATIONAL UNIVERSITY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2017, the Town of Surfside (“Town”) Commission adopted Resolution No. 2017-2477 approving a Memorandum of Understanding with the Village of Bal Harbour (“Bal Harbour”) and the Town of Bay Harbor Islands (“Bay Harbor Islands”) for the purpose of retaining the Lehman Center for Transportation Research (LCTR) at Florida International University (FIU) to research and assess the development of a more cost-effective interlocal shuttle bus operation and transit routing among the three cities (“Interlocal Shuttle System”) that better meets the needs of residents, business users and visitors; and

WHEREAS, the LCTR has studied the Interlocal Shuttle System and has issued a Final Report dated October 2019 (the “LCTR Report”); and

WHEREAS, the Town, Bal Harbour, and Bay Harbor Islands (collectively, the “Parties”) wish to amend the MOU to continue evaluating the LCTR Report, provide a Joint Recommendation (the “Joint Recommendation”) to their respective governing bodies for adoption, and work together to implement the adopted Joint Recommendations, all as provided for in the First Amendment to the MOU attached hereto as Exhibit “A”; and

WHEREAS, the Town Commissions finds that the First Amendment is 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. That the above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. That the Town Commission approves the First Amendment in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. That the Town Manager is hereby authorized to execute the First Amendment in substantially the form attached hereto as Exhibit "A," subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Town Manager and/or his designee is authorized to take any and all action reasonably necessary to implement the purposes of this Resolution and the First Amendment.

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

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved 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 LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

AMENDMENT NO.1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWN OF SURFSIDE, FLORIDA,
VILLAGE OF BAL HARBOUR, FLORIDA,
AND
THE TOWN OF BAY HARBOR ISLANDS
INTERLOCAL SHUTTLE

This **AMENDMENT NO. 1** (“**First Amendment**”) to **MEMORANDUM OF UNDERSTANDING** is entered into this ___ day of _____, 2019 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (“**Surfside**”), **VILLAGE OF BAL HARBOUR**, a Florida municipal corporation (“**Bal Harbour**”) and the **TOWN OF BAY HARBOR ISLANDS**, a Florida municipal corporation (“**Bay Harbor Islands**”). Surfside, Bal Harbour, and Bay Harbor Islands shall each hereinafter be referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into an MOU dated December 14, 2017 (the “**MOU**”) wherein the Parties agreed to engage the Lehman Center for Transportation Research (LCTR) at Florida International University (FIU) to research and assess the development of a more cost-effective interlocal shuttle bus operation and transit routing in Surfside, Bal Harbour and Bay Harbor Islands (“**Interlocal Shuttle System**”) that better meets the needs of residents, business users and visitors (“**Services**”); and

WHEREAS, the LCTR has studied the Interlocal Shuttle System and has issued a Final Report dated October 2019 (the “**LCTR Report**”); and

WHEREAS, the Parties wish to continue evaluating the Report, provide a Joint Recommendation (the “**Joint Recommendation**”) to their respective governing bodies for adoption, and work together to implement the adopted Joint Recommendations; and

WHEREAS, the Parties wish to amend the MOU to provide for continued joint collaborative efforts, as provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the Parties to this First Amendment, as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Amendment of Paragraph 4 of the MOU.** Paragraph 4 of the MOU is deleted in its entirety and replaced as follows:
 4. **Interlocal Shuttle System.** The Parties agree to jointly evaluate LCTR's report and recommendations dated October 2019 ("LCTR Report") attached hereto as Exhibit "B." The Parties will submit a Joint Recommendation based on LCTR's Report to their respective governing bodies for adoption. Once adopted, the Parties will collaborate to implement the Joint Recommendations.
3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the MOU, the terms and provisions of this First Amendment shall control.
4. **MOU Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the MOU are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
5. **Defined Terms.** All initial capitalized terms used in this First Amendment shall have the same meaning as set forth in the MOU unless otherwise provided.
6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this First Amendment as of the day and year written below their signatures.

TOWN OF SURFSIDE, FLORIDA,
A Florida municipal corporation

Guillermo Olmedillo, Town Manager

Date Executed: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Town Attorney

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this First Amendment as of the day and year written below their signatures.

VILLAGE OF BAL HARBOUR, FLORIDA,
A Florida municipal corporation

Jorge M. Gonzalez, Village Manager

Date Executed: _____

ATTEST:

Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this First Amendment as of the day and year written below their signatures.

TOWN OF BAY HARBOR ISLANDS, FLORIDA,
A Florida municipal corporation

Ronald J. Wasson, Town Manager

Date Executed: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Town Attorney

**Town of Surfside, Bal Harbour Village, and
Bay Harbor Islands Interlocal Shuttle System**

Final Report

Submitted by

Transit Program
Lehman Center for Transportation Research (LCTR)
Florida International University (FIU)

Submitted to:

Town of Surfside
Bal Harbour Village
Bay Harbor Islands

October 2019

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BACKGROUND

Town of Surfside

Incorporated in 1935, Surfside is a town in Miami-Dade County, Florida. As of 2010, the population recorded by the U.S. Census Bureau was approximately 5,800. The total land area of the Town is approximately 0.6 square miles. This population is a varied mix of ethnicity and culture. The Town of Surfside encompasses the area from 87th Terrace to 96th Street, and it is situated between the City of Miami Beach and the Village of Bal Harbour.

The Town of Surfside operates a shuttle route that provides service within two blocks of every resident. The Surfside Shuttle operates weekdays from 7:30 a.m. to 5:16 p.m. and Saturdays from 8:00 a.m. to 1:30 p.m. This circulator routes also serves the North Shore Library in Miami Beach.

Bal Harbour Village

Bal Harbour is a village in Miami-Dade County, Florida. The population in 2010 was approximately 2,500, according to the United States Census Bureau. The village has a total land area of approximately 0.3 square miles. Bal Harbour, Florida is located on the northern tip of the barrier island commonly referred to as Miami Beach. The main traffic corridor running south to north through Bal Harbour, as well as the Town of Surfside, is Collins Avenue, also known as Florida State Highway A1A.

The Bal Harbour Village Shuttle serves the commercial section of 96th Street, including Bal Harbour Shops and the residential condominiums and hotels along Collins Avenue. Each trip is extended with limited stops to Sunny Isles Beach and Aventura Mall. The shuttle route runs from 9:00 a.m. to 5:00 p.m. Sunday through Thursday and from 9:00 a.m. to 9:00 p.m. on Friday and Saturday.

Bay Harbor Islands

Bay Harbor Islands is a town in Miami-Dade County, Florida. The population was approximately 5,600 according to the 2010 census and it has an approximate total land area of 0.4 square miles. It is separated from the mainland by Biscayne Bay, with which it is connected via the Broad Causeway. On the mainland side, Bay Harbor Islands is bordered by the city of North Miami, while to the east it borders with the Village of Bal Harbour and the Town of Surfside; to the south lies the exclusive Indian Creek Village.

The Bay Harbor Islands Town Minibus operates from 9:00 a.m. to 5:00 p.m. Monday through Friday. This shuttle service serves the residential areas of both islands with an extension to stops in North Miami including Costco.

Community Coordination

Surfside, Bal Harbour, and Bay Harbor Islands provide no fare (free) shuttle bus service to their passengers. All three shuttle routes have a common transfer point at the Surfside Publix located at

94th Street and Harding Avenue. The three communities have collaborated on the preparation of a colorful, high quality brochure showing the route alignments and stops of all three shuttles and detailed schedules of each service.

PROJECT OBJECTIVES

The Town of Surfside, Bal Harbour Village, and Bay Harbor Islands' provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping. However, there is a need for revising the current transit service to a more efficient and cost-effective system that provides better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to develop a more efficient and cost-effective public transportation operation in Surfside, Bal Harbour, and Bay Harbor Islands that better meets the mobility needs of residents and visitors. The focus will also be on identifying improvements at no additional cost for the municipalities.

To achieve this, the FIU research team conducted a series of tasks that included meeting with staff and other officials, collecting data and information, conducting a community outreach meeting, analyzing the data and information, and preparing the final report.

DATA COLLECTION

This task provides useful information for the next tasks of this project. The FIU team conducted passenger on-board surveys of the three shuttle services. In addition, the team collected manual passenger counts of each shuttle route to determine ridership and productivity of service. Data were collected as follows:

- On-board self-administered survey of current riders on each shuttle route. Surveys were prepared in English and Spanish and were distributed and collected by FIU staff. Nearly all trips were surveyed. The survey questions were shared with each municipality for review prior to printing the survey forms.
- Ridership by trip and bus stop as well as schedule performance were collected on forty trips, weekday, Saturday, and Sunday, of the three shuttle routes.

All the information and survey data provided by each municipality for this project was collected, analyzed, and considered in the proposed redesign of the Shuttle service and recommendations in this report.

Appendix A contains the blank on-board surveys (in English and Spanish) that were used to collect data for all three municipalities.

COMMUNITY OUTREACH

In coordination with the three municipalities, the FIU team participated in a community meeting that took place on February 27, 2019 at the Surfside Town Hall. The meeting was conducted for residents and stakeholders, so that they could provide feedback regarding the needs and potential improvements of the different shuttle services. The following were the main items discussed at the community meeting:

- In general, users are satisfied with the service.
- The cost of the shuttles was discussed.
- Those in attendance were interested in on-demand service; although one attendee was concerned that the low speed vehicles being considered was not conducive for the elderly.
- Low ridership and schedule performance were brought up by two attendees.

An additional meeting between FIU staff and Citizens' Independent Transportation Trust (CITT) as well as the Department of Transportation and Public Works (DTPW) took place to discuss funding opportunities, existing ordinances, and related transit service requirements. The following were the main items discussed at these meetings:

- Compliance with current ordinances including the requirements for fixed route circulators and on-demand service.
- Current Funding.
- Alternatives to current shuttle services.
- Opportunities for Pilot/Demonstration Projects such as FDOT's Service Development grant.
- Significant modifications to current service require an amendment to existing interlocal agreements.

SURVEY DATA ANALYSIS

This section presents the data analysis task. The data and information collected from the previous tasks and will be used in the preparation of the proposed system improvements. It analyzes the data and information of each municipality including on-board surveys, ridership data, information provided by the municipalities, and feedback from the community meeting and project management team. To better organize this section, data analysis was divided in segments, one per each municipality.

Town of Surfside

For the Town of Surfside, both on-board and online surveys as well as ride checks were conducted. The on-board survey and ride checks were conducted by the FIU team. The online survey to the general public was conducted by the Town of Surfside. The following figures present the results from the surveys:

On-Board Survey

The following charts present the results of the Surfside Shuttle on-board survey conducted by the FIU team.

Figure 1 clearly shows that the majority (69%) of the survey participants use the Shuttle because it is convenient. Other reasons (15%) are because they don't drive or because the Shuttle is economical.

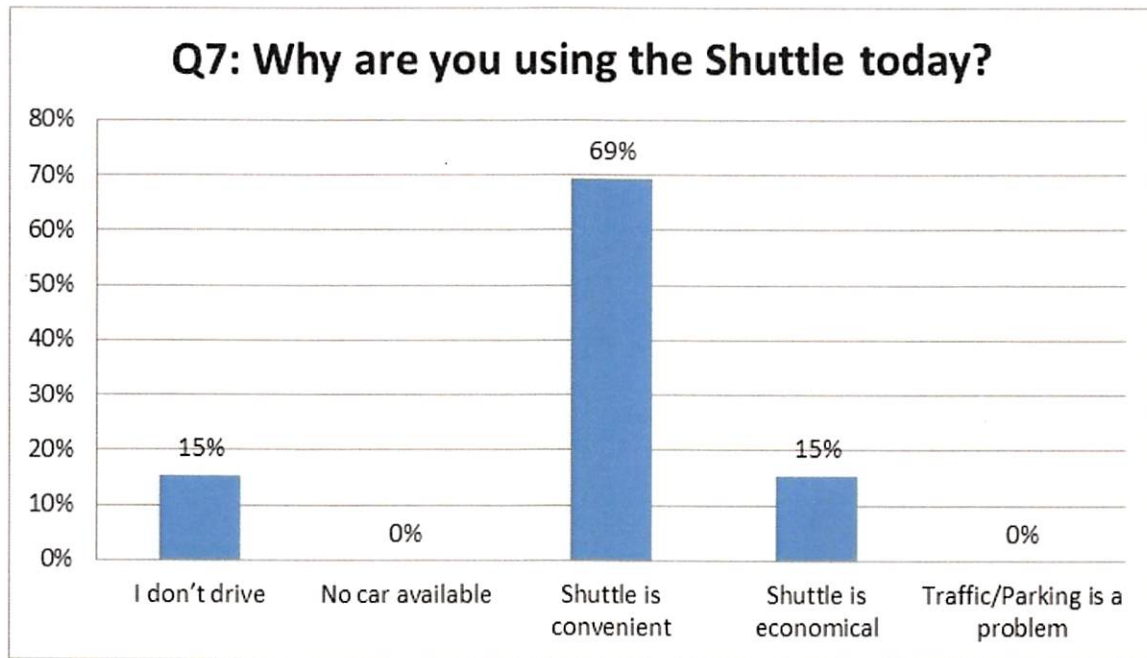


Figure 1 Reasons for using the Surfside Shuttle.

To the question of how often they ride the Shuttle (Figure 2), 81% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

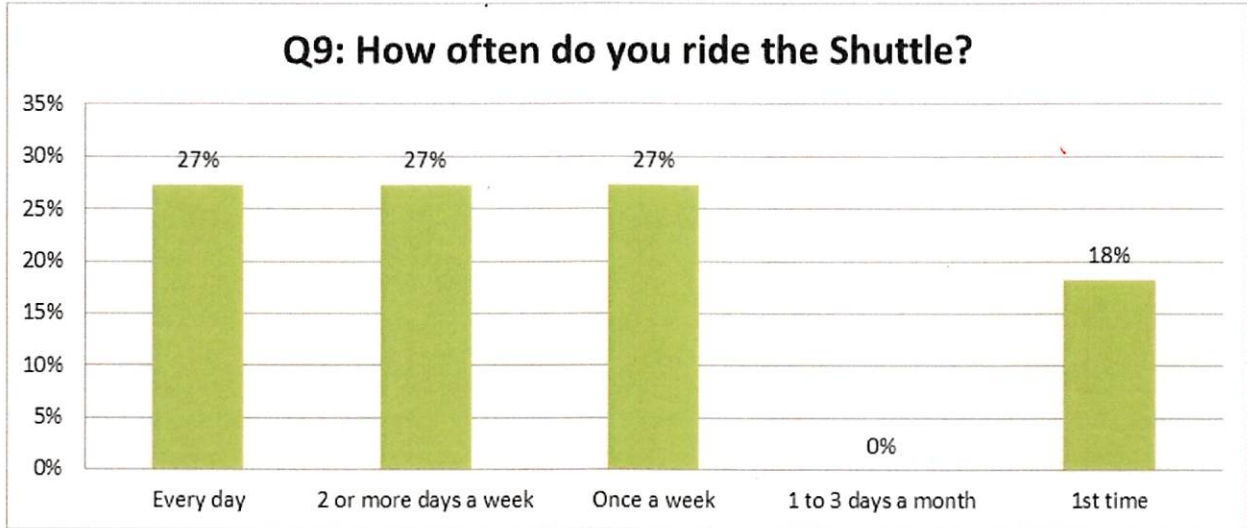


Figure 2 Frequency of Usage of the Surfside Shuttle.

Figure 3 presents a chart with the rating of the system. This type of chart can help get a sense of areas that function well and areas that need to be improved. For example, driver friendliness is valued highly among the riders. In general, according to the on-board survey, the surveyed riders gave the good or very good ratings to the Surfside Shuttle.

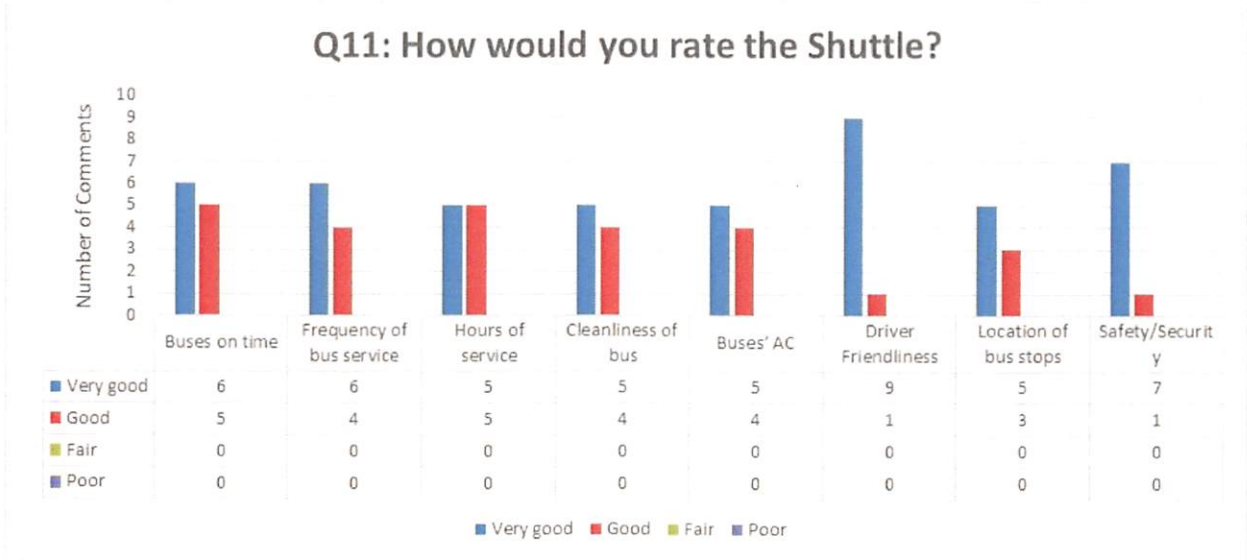


Figure 3 Rating of the Shuttle system.

With survey question 12, riders were asked to select the three most important improvements for the shuttle. This is presented in Figure 4. Although the participation was rather low, the top improvements include more frequent service, extension to other locations, and provide more stops.

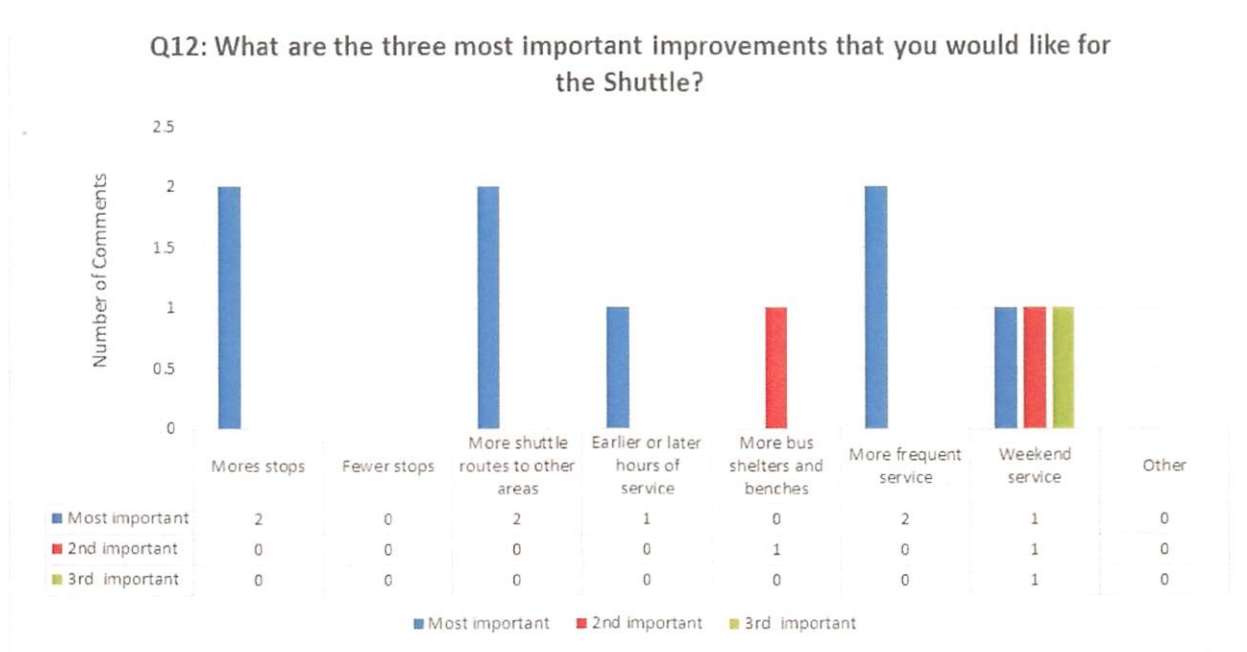


Figure 4 Most Important Shuttle Improvements.

As expected, Figure 5 shows that the majority of the Shuttle riders (78%) were 55 years of age and older and 56% were over 65. The results are somewhat similar to the Surfside online survey.

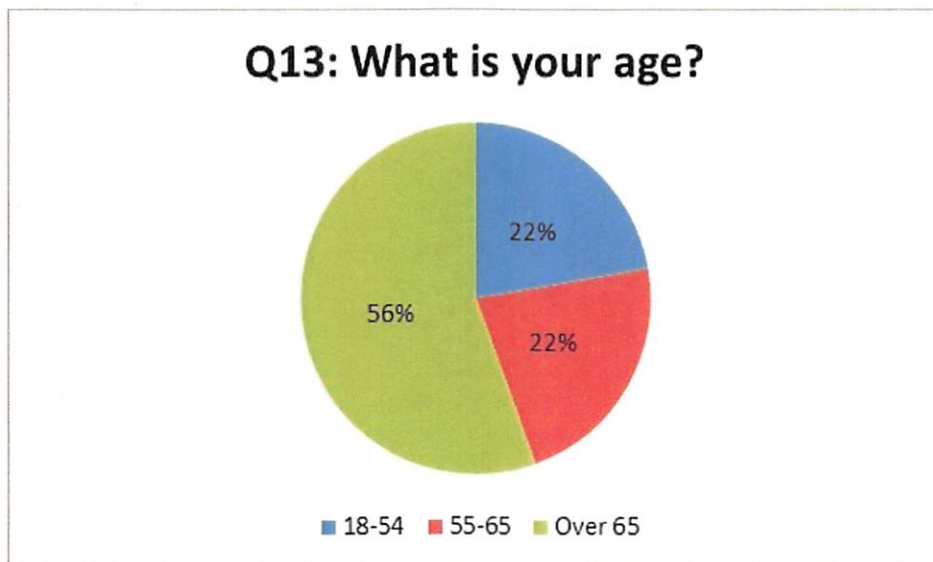


Figure 5 Ages of Current Riders.

Online Survey

The Town of Surfside conducted an online survey to get feedback from the residents regarding the current Shuttle system. The survey was targeted to the whole community, whether they use the Shuttle or not. The following bullets present a summary of the results from the online survey:

- 35% the online survey participants indicated that they use the Surfside Shuttle. This shows that there is a good number of the community members that use the transit service offered by the Town of Surfside.
- The frequency of usage of the Surfside Shuttle service varies: approximately 11% use it daily, 28% weekly, 22% monthly, and 39% at least once. In other words, 39% of the riders use the shuttle system at least once a week and the majority (61%) at least once a month.
- For those who do not ride, the primary reasons they don't use the shuttle are because they prefer to use a personal vehicle (32%), prefer to walk (23%), or the shuttle does not take them where they want to go (38%).
- Survey participants said that the main improvements they would like to see is more frequent service (58%) and door to door service (48%). Other responses included earlier and later service (38%), weekend service (33%), and buses on-time (31%). Note that the survey participants were allowed to answer more than one response, so the percentages do not add up to 100%.
- The following are the top seven destinations survey participants would like the Shuttle to travel to:
 - Costco
 - Miami Beach
 - South Beach
 - Aventura Mall
 - Mount Sinai Hospital
 - Sunny Isles
 - CVS/Walgreens
- In regards to the age of the persons who use the shuttle bus, the vast majority are age 55 and older (79%), with people over 65 as the largest segment (50%). This is important, as it helps the Town of Surfside focus on this segment of the population. Note that the survey participants were allowed to answer more than one response per household, so the percentages do not add up to 100%.

Bal Harbour Village

Bal Harbour Village also conducted on-board and online surveys. However, there were only six respondents which are insufficient for any kind of reasonable analysis. The following figures present the results from on-board passenger survey.

On-Board Survey

Figure 6 shows that 43% of the survey participants use the Shuttle because it is convenient. Other reasons are because they don't drive (23%) or because the Shuttle is economical (14%).

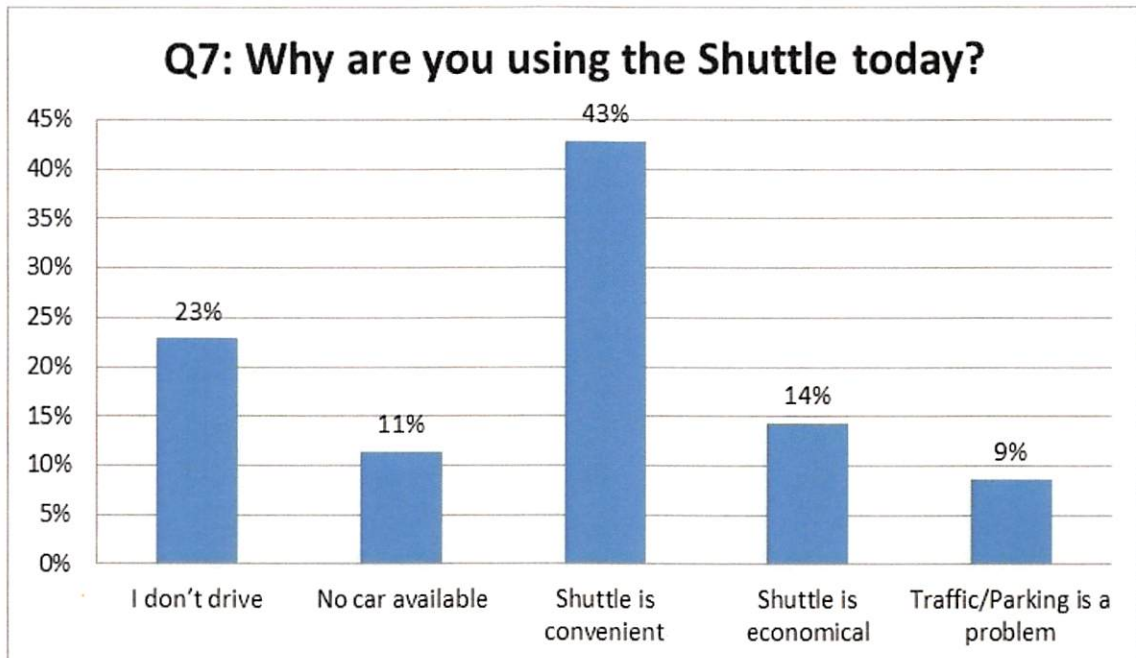


Figure 6 Reasons for using the Bal Harbour Shuttle

To the question of how often they ride the Shuttle (Figure 7), 92% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

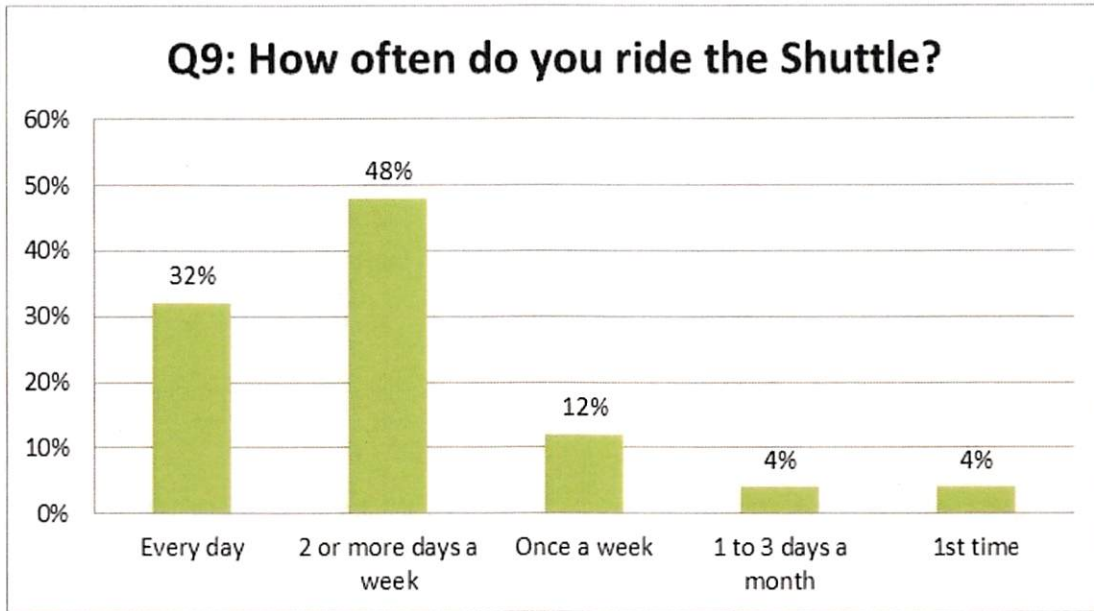


Figure 7 Frequency of Usage of the Bal Harbour Shuttle

Figure 8 presents a chart with the rating of the system. This type of charts can help get a sense of service areas that function well and the areas that need to be improved. Buses on time, Safety/Security, and Driver friendliness are valued highly among the riders. In general, according to the on-board survey, an overwhelming majority of the surveyed riders gave good or very good ratings to the Bal Harbour Shuttle.

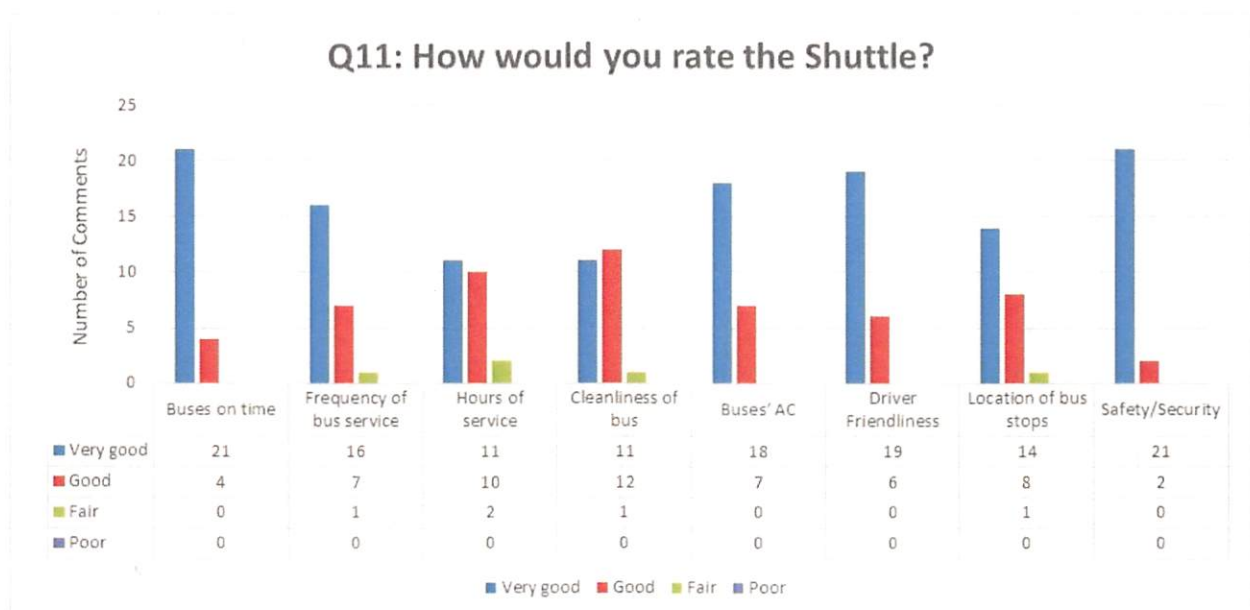


Figure 8 Rating of the Shuttle system.

According to survey question 12, riders were asked to select the three most important improvements, see Figure 9. The top improvements include earlier or later hours of service, more

shuttle routes to other areas, and weekend service. Other improvements include more frequent service and adding more stops.

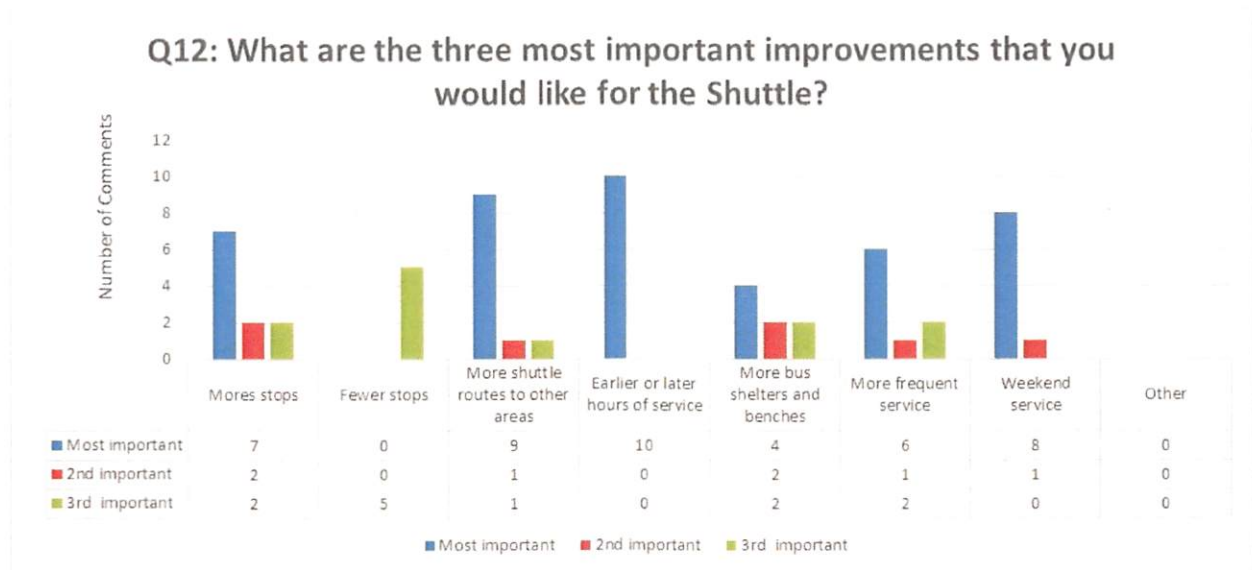


Figure 9 Most Important Shuttle Improvements.

Figure 10 shows that the majority of Shuttle riders (60%) are younger than 55 years of age. This survey result indicates that the riders of the Bal Harbour Shuttle are younger than the ones from the other two municipalities.

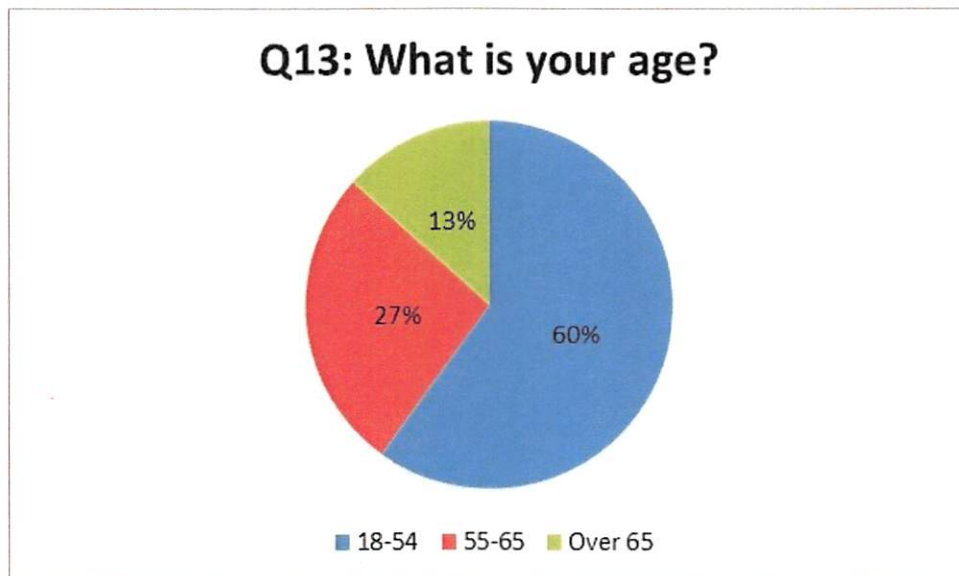


Figure 10 Ages of Current Riders

Bay Harbor Islands

The following figures present the results from passenger on-board survey.

On-Board Survey

Figure 11 shows that 41% of the survey participants use the Shuttle because it is convenient. Other reasons are because they don't drive (31%), there is no car available (21%), or the Shuttle is economical (8%).

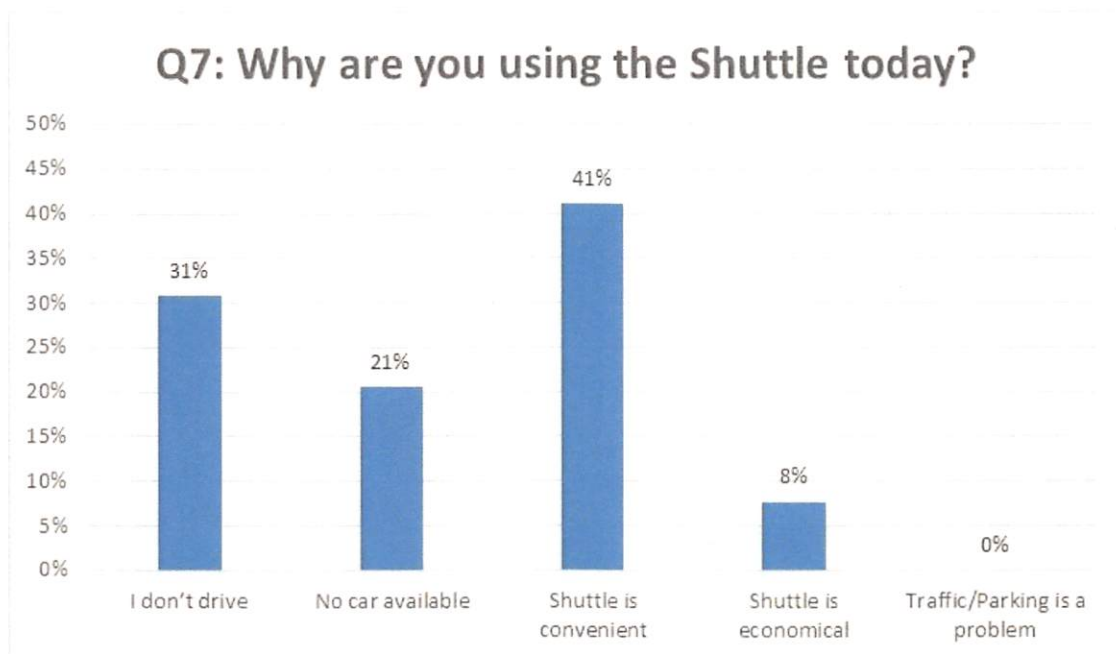


Figure 11 Reasons for using the Bay Harbor Islands Shuttle.

To the question of how often they ride the Shuttle (Figure 12), 82% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

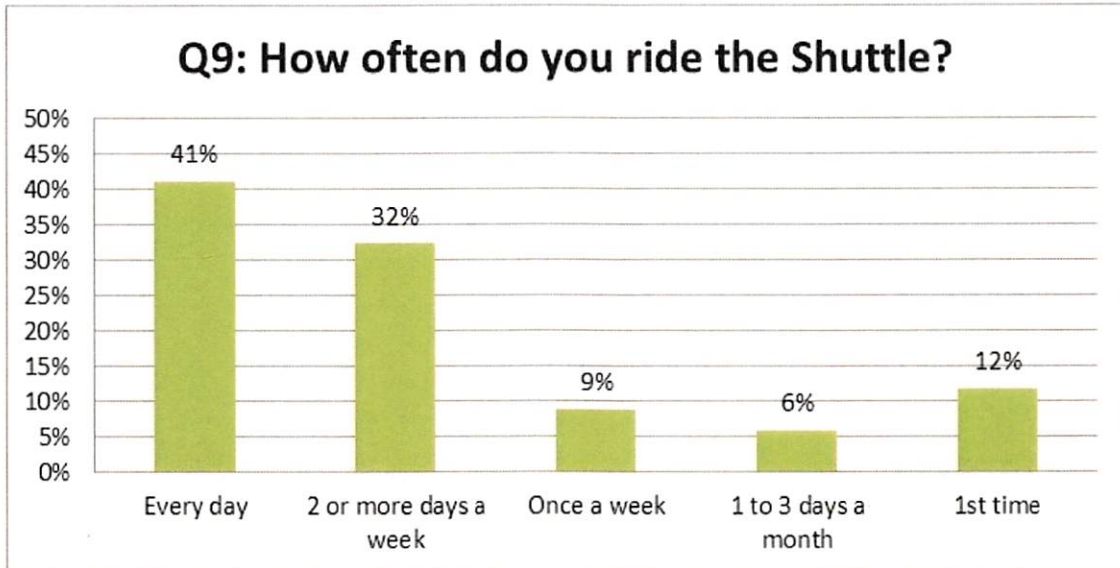


Figure 12 Frequency of Usage of the Bay Harbor Islands Shuttle.

Figure 13 presents a chart with the rating of the system. This type of charts can help get a sense of areas that function well and the areas that need to be improved. For example, driver friendliness is valued highly among the riders. In general, according to the on-board survey, most of the surveyed riders gave the good or very good ratings to the Bay Harbor Islands Shuttle.

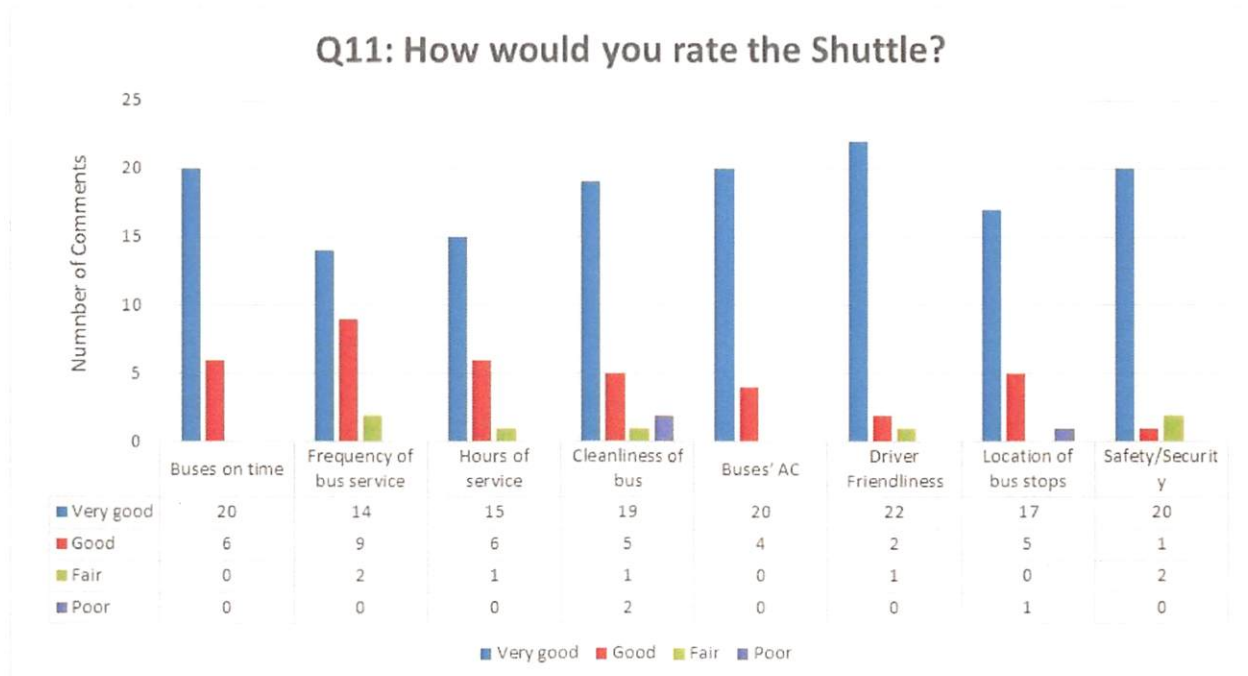


Figure 13 Rating of the Shuttle system.

According to survey question 12, riders were asked to select the three most important improvements, see Figure 14. The top improvements include weekend service, more shuttle routes to other areas, and more frequent service. Other improvements include adding more stops and earlier or later hours of service.

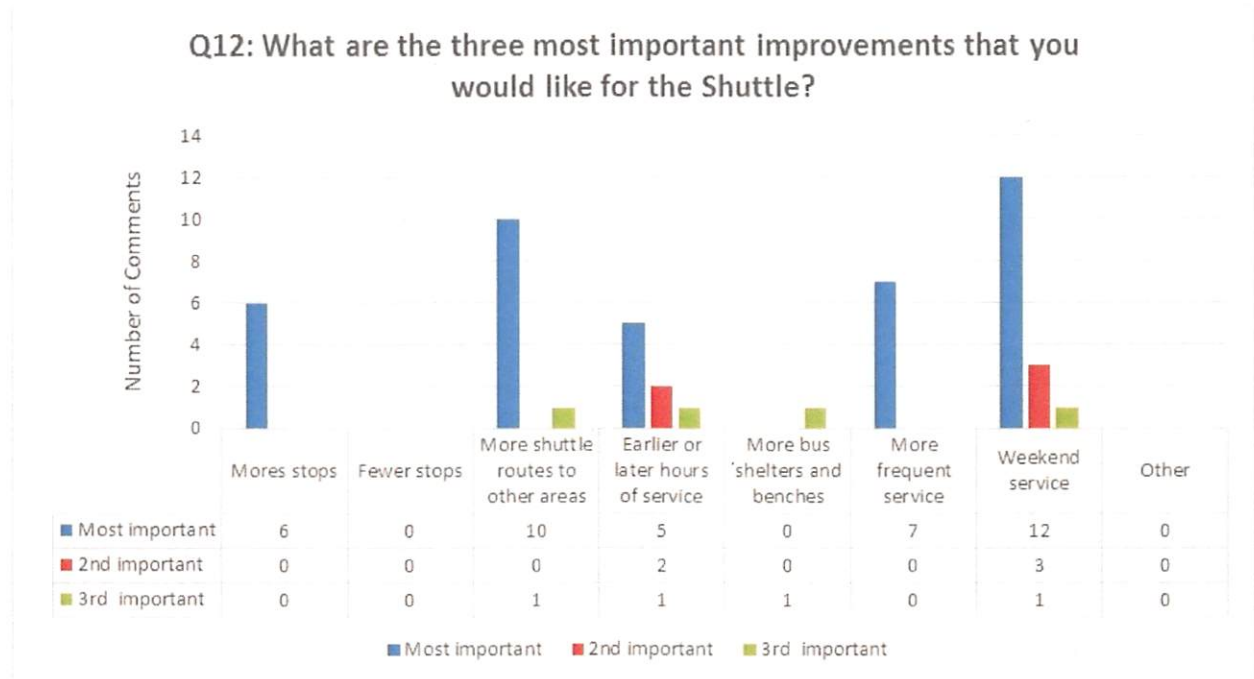


Figure 14 Most Important Shuttle Improvements.

As expected, Figure 15 shows that the more than half of the Shuttle riders (53%) were 55 years of age and older and 32% were over 65. The results show that the age of the Bay Harbor Islands riders were somewhat between the age of the Surfside and Bal Harbour riders.

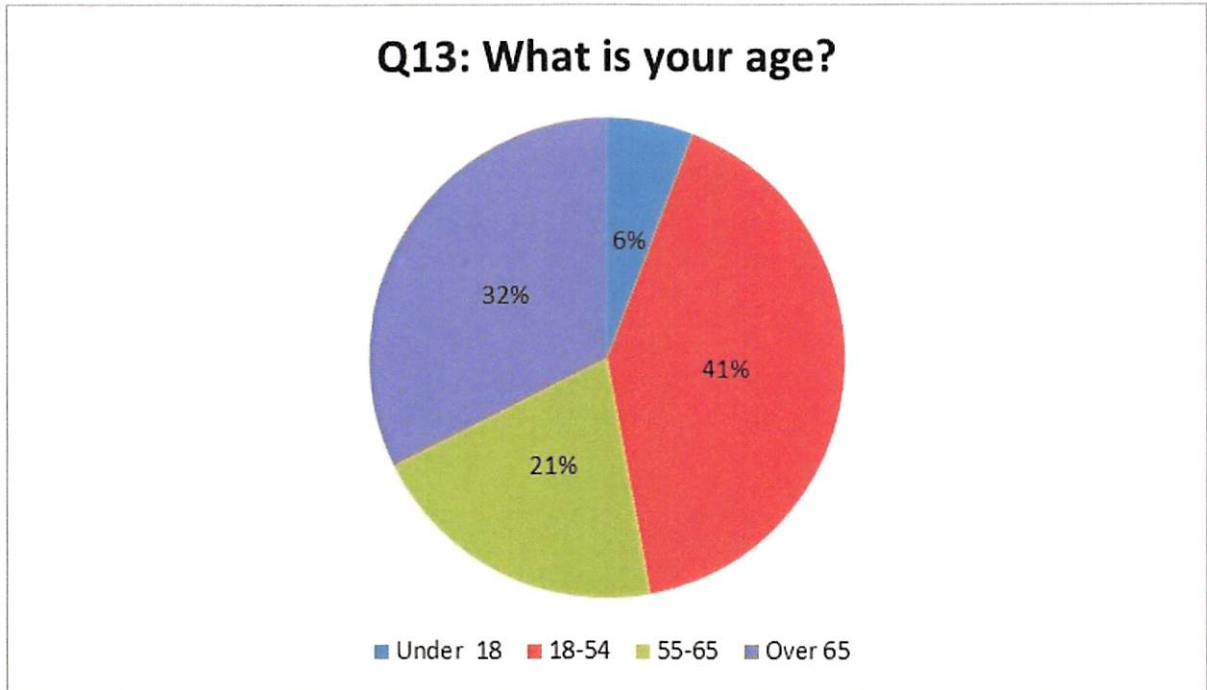


Figure 15 Ages of Current Riders.

RIDERSHIP ANALYSIS

Ridership data from both the FIU Team ride checks and the records collected by the contractors of the shuttle services were analyzed. Highlights of this data analysis are presented for each shuttle route.

Surfside Shuttle

Based on the contractor’s January, 2019 passenger counts, rider boardings and boarding per hour are as follows:

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Weekday	92	9.5
Saturday	54	5.6

A study performed by Kimley-Horn titled “Guidelines for Transit Programs in Miami-Dade County” in 2016 recommended the baseline threshold for Boardings per Service Hour to be 6.9. The Surfside Shuttle weekday performance meets this threshold, but the Saturday service does not.

The busiest stops of the Surfside Shuttle are the Surfside Publix on 94 Street, Stella Maris House (senior housing) in Miami Beach, and the North Shore Library in Miami Beach. Eighty-three percent of the ridership of the Surfside Shuttle either gets on or off the Shuttle at these three stops. The lowest ridership of the route is the residential area of single family homes west of Abbott

Avenue. Along busy Collins Avenue from the North Shore Library to 94 Street, ridership is moderate with about five boardings per day.

On the days the FIU team checked, there were no riders on the first morning trip for both weekdays and Saturday.

Bal Harbour Shuttle

Bal Harbour provides service seven days a week and on Fridays and Saturdays extends service until 9:00 p.m. Using ridership counts by the operators of the route, average daily boardings and route productivity in February, 2019 are as follows:

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Monday – Thursday	26	3.1
Friday	25	2.1
Saturday	31	2.6
Sunday	34	5.1

Comparing the boardings per hour for the Bal Harbour Shuttle with the recommendation in the 2016 Kimley-Horn report referenced previously, the average ridership does not meet the recommended baseline threshold on any day of the week.

The Bal Harbour Shuttle operates a significant portion of route miles outside of the Village limits. The operator and rider checks for this project found that only 31% of the boardings or about nine per day are boarding the Shuttle within Village limits. The busiest stops on the Bal Harbour Shuttle are the Surfside Publix and Aventura Mall.

The survey team found that 20% of the total ridership travelling to and from Aventura Mall is getting on and off the Shuttle north of the Bal Harbour Village limits. Metrobus operates frequent service along Collins Avenue, so it can be assumed that these riders may be taking advantage of the free service provided by the Shuttle.

Evening ridership on Fridays and Saturdays is very low with, at most, two or three riders per round trip. The last trip never carries a passenger.

Bay Harbor Islands Shuttle

The Bay Harbor Islands Shuttle has the highest daily ridership of the three shuttles with 81 boardings last June, 2018 and estimated 104 boardings in February, 2019.

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Weekdays	104	13.2

The Bay Harbor Shuttle easily meets the boardings per hour threshold recommended by Kimley-Horn for municipal circulators.

About one-third of the ridership travels outside of town limits to and from North Miami. The bus stops at NE 123 Street and Biscayne Boulevard, which serves a Walgreens store, have the highest ridership of the mainland bus stops. Also served along the North Miami segment is the heavily commercialized stretch of Biscayne Boulevard including with the Biscayne Commons shopping area and Target on NE 143 Street.

Nearly half of the total ridership board or disembark the Shuttle within the Town limits. The Surfside Publix is also a frequent destination of this route.

Very low ridership occurs on Broadview Island as only two riders (students) were observed using the Shuttle during the two days of surveying and counting riders by the FIU Team.

SERVICE ANALYSIS AND OBSERVATIONS

The FIU Team spent approximately 120 hours surveying, counting passengers, and observing the operation of the three shuttle routes. The current service is highly appreciated by the passengers and they gave the Shuttles high ratings for every service related characteristic of the on-board survey. Although the FIU Team observed the satisfaction of the riders, there are several concerns with the design, scheduling, and operation of the shuttles that affects the effectiveness of the service and may be restricting ridership.

Surfside Shuttle

- The Surfside Shuttle operates approximately every 30 minutes in the morning and every 40 minutes in the afternoon. Schedule performance data and observations indicated that there is too much time in the schedule resulting in the bus running early at several time points and having to kill time at the Surfside Publix. Schedule performance of this route is related to the boarding and disembarking time of older passengers at Stella Maris House. However, the average weekday round trip time is 28 minutes in the morning and 32 minutes in the afternoon. The Saturday service which operates from 8:00 a.m. to 1:30 p.m. required an average of 22 minutes for each round trip.
- The route alignment that the driver followed was consistent with every trip but was not the same as what is shown in the Surf-Bal-Bay brochure. Although the Surfside Shuttle is to serve the bus stop on 95th Street next to the Post Office, the driver would turn a block short

from Collins Avenue to 94th Street. If a passenger requested, the driver would then follow the route to 95th Street.

- Surfside does not have bus stop signage although the stops are shown in the Surf-Bal-Bay brochure. In general, the operator stops on hail or request along the route alignment west of Abbott Avenue. Along Collins Avenue, the Shuttle stopped to pick up or drop off passengers at existing Metrobus stops. The Collins Avenue bus stops do not include any decal or signage of being a Surfside Shuttle bus stop.
- There were suggestions in both the online and on-board surveys to extend the Surfside Shuttle further into Miami Beach. More feasible options are to transfer to a Metrobus Routes S and 115 or the Miami Beach Trolley North Loop and Collins Express at the Harding and 87th Street sheltered bus stop.
- The regular bus driver of the Surfside Shuttle shared that he has received suggestions from riders to extend the Shuttle to the Walgreens at Collins and 73rd Street. In addition, he has observed that ridership to/from Stella Maris House has declined from a year ago as younger residents are moving in with personal vehicles. The Surfside Shuttle connects with frequent, high ridership Metrobus routes operating along Collins Avenue.
- The bus used on the Surfside Shuttle has adequate A/C. However, in serving Stella Maris the bus must travel through the parking lot with speed bumps. Going over the speed bumps is very loud and jarring to the riders perhaps due to poor shock absorbers.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

Bal Harbour Shuttle

- The current route design of the Bal Harbour Shuttle has the bus entering all the driveways along Collins Avenue from 96th Street to the Haulover underpass. While this provides front door service for the residents and visitors, it adds an inordinate amount of travel time to the route. The schedule provides 17 to 25 minutes to travel the one mile from 96th Street to the Haulover underpass while entering all the driveways. An average of eight passengers per day board the Shuttle at the front door of the hotels and condos.
- The schedule of the Bal Harbour Shuttle can be confusing. Regular passengers may be familiar but tourists and new residents would find the schedule and route alignment complex. On each trip, the bus operates northbound on Collins Avenue into the driveways, heads back to the Surfside Publix on southbound Collins and Harding Avenues then returns northbound on Collins Avenue without serving the driveways unless a passenger on-board requests entry to a hotel or condo. The schedule shows no stops along northbound Collins

Avenue from the Publix to Sunny Isles Beach. Upon returning from Aventura Mall, the southbound bus U-turns at 95th Street and the operator takes a break. After the break, the Bal Harbour Shuttle returns to northbound Collins Avenue entering all the driveways.

- The door-to-door feature of the Bal Harbour Shuttle along Collins Avenue is not compatible with the fixed alignment operation of this route and is most likely limiting the number of passengers using the Shuttle daily.
- The alignment of the Bal Harbour Shuttle north of the Village overlaps frequent Metrobus service on Collins Avenue to the Aventura Mall.
- If the Bal Harbour Shuttle were to continue to serve Aventura, realigning the route alignment, in both directions to U.S. 1 to serve the bus terminal, instead of using West Country Club Drive, should save about five minutes of travel time.
- The bus used for the Bal Harbour Shuttle is in very good condition.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

Bay Harbor Islands Shuttle

- The route alignment and schedule of the Bay Harbor Islands Shuttle can be confusing to potential new riders. The first stop is Town Hall and the route loops through both Bay Harbor and Broadview Islands then heads back east to the Surfside Publix. Leaving Publix westbound, the Shuttle loops through Bay Harbor Island but does not serve Broadview Island on its way to North Miami. The map and schedule brochure does not adequately describe how this Shuttle route alignment is designed, however, there seemed to be minimal confusion except that some passengers asked the driver which way he was going.
- The route operates along Biscayne Boulevard southbound from Costco/Target/Publix in the inside lane and does not pick up riders, therefore, passengers must board a northbound trip to return to Bay Harbor Islands. The bus operator takes a 40 minute lunch break at Costco/Target/Publix at 12:49 p.m. so any passengers boarding to return to Bay Harbor Islands must wait through the lunch break.
- As mentioned in the Ridership Analysis, the route rarely picks up or drops off a passenger in Broadview Island and six minutes could be saved minutes in the schedule without the Broadview Island loop. The average walking time from the 96th Street stop to the far end of the north Broadview Island would be 10 minutes. The south Broadview Island would have a maximum walking time of five minutes. This change also would make the route easier to understand.

- Although there are some marked bus stops in Bay Harbor Islands, most of the riders hail or request the bus to stop.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

PROPOSED SERVICE PLAN

Based on the data and ridership analysis, the FIU team first developed a series of possible alternatives that included the service plans, headways, and span of service in the same range as the current operating cost. These options were submitted to the project management team prior to completion of the final report. With their feedback, a recommended service plan has been developed that consists of a combined fixed route shuttle serving the three municipalities and an on-demand (door-to-door) service. Based on the information gathering of this project and with attention for a more efficient operation, a new single fixed route called the Surf-Bal-Bay Shuttle for this study. The new route incorporates an improved alignment and better scheduling. The changes from each municipality operating its own shuttle route to the new Surf-Bal-Bay shuttle will reduce overall service hours and costs. This allows for the introduction of a new on-demand service that will provide door-to-door service throughout Bal Harbour, Bay Harbor Islands, and Surfside.

The new Surf-Bal-Bay shuttle route would operate with two minibuses every 60 minutes from 9:00 a.m. to 5:00 p.m., weekdays only. The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143rd Street and the Collins Avenue underpass in Bal Harbour. This new combined shuttle route would provide first mile/last mile capability for regional trips.

On-Demand low speed electric vehicles would provide door-to-door service throughout all three municipalities. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number.

Figure 16 shows the proposed Surf-Bal-Bay Shuttle route and Figure 17 is an enlarged area around Publix for easy visualization of the route and its turns. Appendix C depicts the proposed schedule for the new Surf-Bal-Bay Shuttle route.

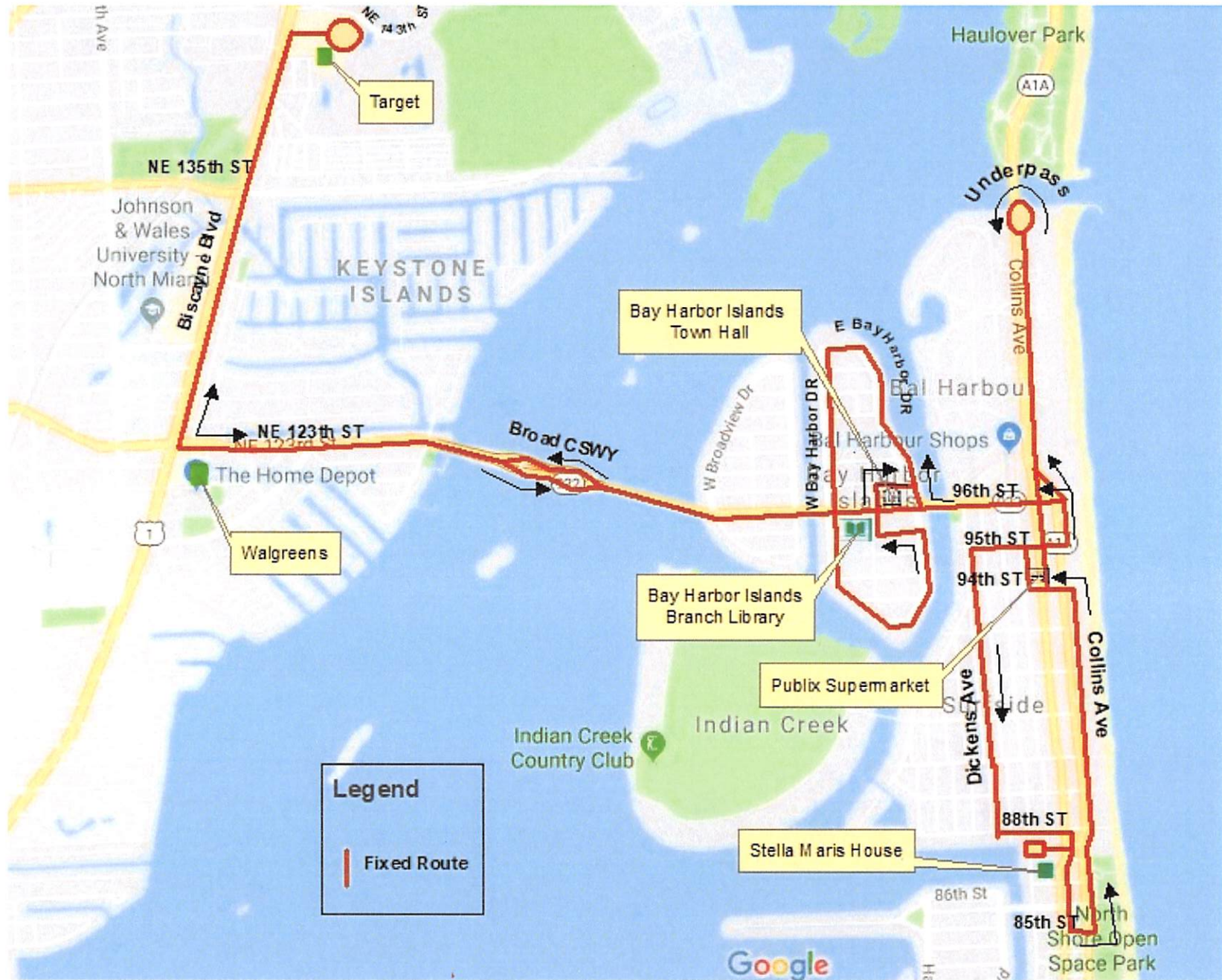


Figure 16 Proposed Surf-Bal-Bay Shuttle Route

Detailed reasoning for the proposed modifications to the current shuttle services of the Town of Surfside, Bal Harbour Village, and Town of Bay Harbor Islands into a new Surf-Bal-Bay Shuttle are as follows:

Surfside

- Ridership is low prior to 9:00 a.m. with about three boardings per trip. A 9:00 a.m. start time would be consistent with the start times of the current Bal Harbour and Bay Harbor Islands service.
- There is very little ridership in the ‘interior’ of Surfside west of Abbott Avenue. Rather than zig-zagging through this area, it is recommended to use Dickens Avenues between 93rd Street and 88th Street. This would save time and still provide service within walking distance (1/4 mile) for any riders in this area.
- With a library in Bay Harbor Islands, deleting the route segment from the Town line to the North Shore Library is recommended. The new Surf-Bal-Bay Shuttle would serve the Bay Harbor Islands Library. This new route would travel as far south as 85th Street from Harding to Collins Avenue enabling a connection to the Miami Beach Trolley at Harding and 87th Street. Those wishing to go to the North Shore Library can transfer to Metrobus or the Miami Beach Trolley. The new On-Demand service could also provide service to the Library.
- Add designated bus stops for the Surf-Bal-Bay Shuttle along Collins Avenue to serve the hotels and condominiums with signage or decals at existing County bus stops. New bus stops on Collins Avenue are suggested at 89th Street in front of the Mirage and between 91st Street and 92th Street to fill in the gaps of existing Metrobus stops.

Bal Harbour

- The northbound route on Collins Avenue from 96th Street to Haulover Bridge Underpass would stay on Collins instead of turning into every hotel and condo driveway. The Surf-Bal-Bay shuttle can serve County bus stops along Collins Avenue. The current Bal Harbour Shuttle schedule takes too much time to travel along this short section of condos and hotels to the Surfside Publix. About eight passengers per day are boarding the Shuttle inside the driveways off of Collins. The new Surf-Bal-Bay route will provide much more efficient service. Those riders needing front door service will have available the new On-Demand service.
- Later evening service on Fridays and Saturdays after 5:00 p.m. would be discontinued. Nearly all the ridership, which is very minimal, of the evening Friday and Saturday trips

are not coming from or going to Bal Harbour. If someone wants to travel to or from Aventura on Friday and Saturday evenings, Metrobus has service approximately every 15 minutes.

- The current service on the Bal Harbour Shuttle from Haulover to Aventura Mall would be discontinued. Metrobus provides alternative service along Collins Avenue to Aventura Mall about every 15 minutes.

Bay Harbor Islands

- The current Bay Harbor Islands shuttle service to Broadview Island would not be served by the new Surf-Bal-Bay Shuttle. However, the On-Demand vehicles would provide service to the entire island. Ridership checks of every trip found only two riders used the service on Broadview Island. Discontinuing this segment of the route will save time and make the route simpler for passengers.
- Costco moved their store to NE 151st Street east of Biscayne Blvd. Bal Harbor Islands is now providing separate service to Costco twice a week. Expansion of this special service is being discussed with Surfside and Bal Harbour. This is a better solution than operating every trip of the Surf-Bal-Bay Shuttle to Costco, since it would add 10 minutes to the round trip schedule.

On-Demand Service

On-Demand service using low speed electric vehicles has become very popular in several municipalities in Miami-Dade County. The service providers use the latest technology to monitor and streamline the service. The vehicles have no emissions and are very quiet. It is recommended that the vehicles be ADA compliant and one local provider uses a ramp and removes one or two seats for a disabled passenger.

Miami-Dade County adopted an ordinance in 2018 that authorized the use of surtax funds for On-Demand transportation services. The use of surtax funding for on-demand services is limited to trips no greater than a five miles and with the origin or destination be within municipal boundaries. The Miami-Dade County officials consulted for this project seem agreeable to combining the three municipalities into a single transit region.

On-Demand service is flexible to adjust service for the ridership demand that will be generated. The number of vehicles can be modified based on the amount of ridership for a specific day or time period. For example, if ridership is high in the afternoon peak another vehicle could be added and if ridership is low on weekend mornings, the number of vehicles may be reduced. The providers of low speed electric vehicles use technology to track their vehicles to provide real-time information of location and the number of passengers.

On-Demand service would provide First Mile/Last Mile service within the three municipalities. The On-Demand service recommended for Surfside, Bal Harbour, and Bay Harbor Islands along with the proposed minibus route would encourage more ridership of the County public transportation system.

Although it is likely that on-demand, door-to-door service will be accepted by existing riders; a trial period is suggested for those not familiar with this type of service. If a contractor who provides low speed electric on-demand service is willing, a no-cost demonstration should be requested to work out any initial complications with the new type of service.

Low Speed Electric Vehicle Operators

Two local operators of low speed electric vehicles have been providing service in Miami-Dade County. They are Freebee and U-Ride which provide on-demand service using a smartphone app or telephone request.

Freebee

Freebee uses electric transportation that promotes energy efficient service. Their service is currently being used by other municipalities and areas within Miami-Dade County such as Coral Gables, Key Biscayne, Miami, Miami Beach, Wynwood, Downtown, Brickell, Miami Lakes, Coconut Grove, and Hallandale Beach. It is also being tested by other municipalities such as Doral as a means of filling the first and last mile gap by operating as a feeder to the existing transit service.

Freebee provided special service in Surfside to hotels, parking lots, and venue (96th Street Park) for the Paddletopia event in 2019.

The following is the website for Freebee: <https://ridefreebee.com/>

U-Ride

A similar service is U-Ride which provides on-demand transportation service like a taxi, Uber or Lyft in Miami-Dade County. The vehicles are electric and can be used as complementary transportation service.

U-Ride provided special service in Surfside to hotels, parking lots, and venue (96th Street Park) for the Paddletopia event in 2018 and ran a pilot project in Surfside to hotels and the business district in Jan/Feb 2019.

The following is the website for U-Ride: <https://theuride.com/>

Based on the feedback from the three municipalities, a demonstration project should be considered to test the viability of the on-demand system using low speed electric vehicles.

First Mile/Last Mile

An obstacle to public transportation usage is that it's not always accessible for the beginning and end of a person's trip. This dilemma when the distance to or from a public transit stop or station exceeds a person's comfortable walking distance is commonly referred to as the First Mile/Last Mile problem. In general, most prospective transit riders are willing to walk up to ¼ of a mile at the start or end of their trip. Distances greater than ¼ of a mile, poor weather, or walking surfaces in poor condition can make it a challenge to use public transportation.

An emerging solution to the First Mile/Last Mile problem is Microtransit, which is a multi-passenger transportation service with smaller vehicles. In Miami-Dade County, many municipalities are including on-demand transit service to provide First Mile/Last Mile connection. In most cases, the on-demand service is being provided by low-speed electric vehicles. Microtransit companies such as Freebee and U-Ride embrace the latest technology such as smartphone apps and real-time tracking information to provide door-to-door service within minutes of a service request.

Surfside, Bal Harbour, and Bay Harbor Islands are bracketed by two major north-south corridors: U.S. 1 (Biscayne Boulevard) and A1A (Collins Avenue). The U.S. 1 Corridor, which is heavily traveled with high transit (Routes 3 and 93MAX) ridership, is one of the Miami-Dade County SMART Plan corridors, both local and regional for future rapid transit. Although the A1A corridor, is not one of the SMART Plan corridors, it does have very frequent Metrobus service (Routes S and 120 Beach MAX) with more than 15,000 boardings per day from Aventura Mall to South Beach. Improved connectivity between these two major transportation corridors and residents and visitors of these three municipalities would have a positive impact on the SMART Plan.

The recommended service plan to create the Surf-Bal-Bay Shuttle would connect to both the U.S. 1 and A1A Corridors. The new combined Shuttle system and On-Demand service will provide First Mile/Last Mile service within the municipalities to and from transit hubs along these corridors.

Mount Sinai Medical Center

There have been requests to extend shuttle service to the Mount Sinai Medical Center on Alton Road. There are more cost effective options to provide service to Town residents wishing to travel to Mount Sinai as follows:

1. Transfer from the potential Surf-Bal-Bay Shuttle serving the three municipalities to Metrobus Route 115. The transfer point would be at the sheltered bus stop on Harding

Avenue and 87 Street right before the entrance into Stella Maris. Route 115 serves the Medical Center every hour on weekdays.

2. On-Demand transportation service in Miami-Dade County is limited to trip distance no greater than five miles. This is the approximate distance from the center of the Town of Surfside to the Mount Sinai Medical Center.
3. Sunny Isles Beach provides free transportation with two daily round trips to and from Mount Sinai Medical Center on Monday, Wednesday, and Fridays. This service requires for Sunny Isles Beach residents to make reservations for the service. Although Surfside has requested participation with the Sunny Isles Beach service in the past without success, they may wish to try one more time.

Haulover Skate Park

The Haulover Skate Park is on the east side of the park between the Haulover bridge and the traffic signal to Haulover Marina. An option may be to use public transportation to the Skate Park is Metrobus Route S or the Route 120 Beach MAX. Metrobus vehicles have bike racks on the front of all buses. There is a northbound stop next to the skate park; however, getting to the southbound stop by crossing Collins Avenue may not safe.

Extending the proposed Surf-Bal-Bay Shuttle is another option. Even so, it is suggested to extend the Surf-Bal-Bay Shuttle only on weekends and holidays. The Shuttle could drop off and pick up riders at the same northbound stop, however, to return southbound, a U-turn would be needed west of Collins on the Marina roadways. It is estimated that the additional travel time to the Surf-Bal Bay route would be 7 to 8 minutes which may require changing the weekend frequency from 60 to 65 minutes.

On-demand vehicles are too small for bicycles but should be OK for skateboards. Perhaps one or two bicycles could be brought onto a minibus but that may be hazardous if the bus makes a sudden stop.

CONCLUSIONS AND RECOMMENDATIONS

The Town of Surfside, Bal Harbour Village, and the Town of Bay Harbor Islands provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping areas. However, the three municipalities realized that there was room for improvement with the current transit service to develop a more efficient and cost-effective system with better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to recommend a more efficient and cost-effective public transportation operation for Surfside, Bal Harbour, and Bay Harbor Islands that better meets improves the mobility of residents and visitors.

This report documents all aspects of this study with feedback from the community and reviews and comments from representatives of the three municipalities. The following are the key findings of this study:

- The three municipalities currently coordinate their systems with a central transfer point (Surfside Publix), and a single transit information brochure.
- All three shuttle routes were rated highly by the passengers.
- Ridership for the Bay Harbor Islands Shuttle is reasonable, while the Surfside Shuttle is a little lower. The Bal Harbour Shuttle has low ridership especially in light that there are more service hours per week as compared to the Surfside and Bal Harbor Islands Shuttles.
- The County has approved the use of surtax proceeds for On-Demand service. Door-to door service would be significant upgrade for the residents and visitors of the three municipalities.

Recommended Service Plan

The recommendation of this study is to implement a combination of fixed route service along with on-demand vehicles providing door-to-door service. The existing three shuttles operated by Surfside, Bal Harbour, and Bay Harbor Islands would be merged into a single fixed route shuttle serving all three municipalities. The new merged route, called the Surf-Bal-Bay Shuttle for this study, would operate with two minibuses every 60 minutes from 9:00 a.m. to 5:00 p.m., weekdays only. The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143 Street and the Collins Avenue underpass in Bal Harbour.

In addition, a new on-demand service using low speed electric vehicles would provide door-to-door service throughout all three municipalities including the Biscayne Boulevard corridor to NE 151 Street and along the Collins/Harding Avenues to 72 Street. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number. The combination of the new Surf-Bal-Bay Shuttle with the proposed on-demand service would provide

more attractive and efficient transit options within the local communities and an effective first mile/last mile service to the regional transit system. Both the new Shuttle and the on-demand service could connect with the proposed NE 125 Street Station of the future SMART Plan Northeast Corridor.

There should be some routing changes to the new fixed route shuttle for more efficient service as follows:

- The current service on the Bal Harbour Shuttle from Haulover to Aventura Mall would be discontinued. Metrobus provides alternative service along Collins Avenue to Aventura Mall approximately every 15 minutes.
- The current Bay Harbor Islands shuttle service to Broadview Island would not be served by the new Surf-Bal-Bay Shuttle; however, the on-demand vehicles would provide service to the entire island.
- The minibus service provided by the Surfside Shuttle to the North Beach Library in Miami Beach would be discontinued, but the North Beach Library would continue to be served with the new on-demand service.
- The new Surf-Bal-Bay minibus route would serve the Bay Harbor Islands branch library. Because of low ridership, a minor modification of the fixed route service in Surfside would be to operate along Dickens Avenue instead of the current winding Surfside Shuttle alignment west of Harding Avenue.

The new on-demand service using low speed electric vehicles has become very popular in several municipalities of Miami-Dade County. The service providers use the latest technology to monitor and streamline the service. The vehicles have no emissions and are very quiet. It is recommended that the vehicles be ADA compliant. One local provider uses a ramp and removes one or two seats for a disabled passenger. If possible, a no-cost demonstration period should be requested to allow residents to become familiar with new type of service and to assure that it will be accepted especially by current shuttle riders.

Resource Impacts of Recommended Plan

The estimated resource impact of the Recommended Service Plan would be two minibuses and two on-demand vehicles. The estimated hourly cost for the minibus service is based on the average of the current hourly costs for the Surfside and Bal Harbour Shuttles. The on-demand service would operate within the boundaries of the three municipalities with extensions to Biscayne Boulevard and NE 151 Street on the mainland and along Collins/Harding Avenues to 72 Street in Miami Beach. With on-demand service operating on Biscayne Boulevard, one of the two on-demand vehicles would need to be the XL vehicle to allow operation on roadways (Biscayne Boulevard) with speed limits that exceed 35 mph. The XL vehicle, which also has more seating, will increase total costs slightly. The estimated cost for the on-demand service is based on information provided from a local on-demand operator.

Number of Minibuses: 2
Minibus Hours/year: 4,080
Estimated Cost per hour: \$43.00

Number of on-demand vehicles: 2
On-demand hours/year: 5,840
Estimated Cost per hour: Standard Vehicle \$29.55 w/ advertising \$33.88/hour w/o advertising
XL Vehicle \$36.48 w/ advertising \$42.25/hour w/o advertising

Estimated Annual Cost: \$368,200 w/ advertising
Estimated Annual Cost: \$397,700 w/o advertising

Action Steps

It is recommended that, to provide better service to the citizens and visitors of Town of Surfside, Bal Harbour Village, and Town of Bay Harbor Islands, the following action steps should be performed:

- Apply for Pilot/Demonstration Projects such as FDOT's Service Development grant.
- Contact CITT to advise of planned changes to current service and to ensure compliance.
- Public hearings with each Council/Commission with advance notice to residents and current passengers.
- Coordinate with Miami-Dade DTPW to prepare amendment(s) to the existing interlocal agreements, preferably a new single interlocal agreement for all three municipalities.
- If approved by each Council/Commission, commence the procurement process for On-Demand service using low speed electric vehicles either jointly or separately. Consider including a free demonstration with opt-out clause during demo period.
- Meet with current Shuttle operators to advise of the changes in service and either renegotiate or terminate the current agreements with preparation of a new one.
- If changes to fixed route service are accepted, have route operator(s) drive the route to familiarize with the new alignment and to make sure that all turns can be made safely.
- Install or modify bus stop signage along the fixed route shuttle alignment. Stop on hail is reasonable for roadways with light traffic. Major roads such as Collins, Harding, 96 Street, and Biscayne Blvd. should have signed bus stops.

- Prepare a new route/schedule brochure in both English and Spanish including information on how to request and use the on-demand service.
- Promote service changes in Town newsletters and social media and print handouts in English and Spanish to be distributed to passengers by the drivers.
- Update websites with the new transit service changes, including maps, schedules, and on-demand service information
- Prepare maps, schedules, and on-demand service information for Miami-Dade DTPW to include in the County information system.
- Miami-Dade County requires real time tracking equipment for fixed routes and implementation should be synchronized with the start of the new service.
- Arrange for a kick-off event for first day of service including government officials, celebrities, free gifts, discount coupons, etc.
- For the first few days, have city staff riding the modified fixed route to assist passengers with new routing and the on-demand service.

Future Considerations

It is also suggested that the following items be considered to improve the transit service provided:

- Develop standards and a monitoring plan to measure the effectiveness of the new system. Also record and respond to all complaints and comments to determine public acceptance. It is suggested that for effective monitoring of the transit service, the following service standards, need to be taken in consideration: riders per service hour, daily/monthly/yearly ridership, on-time performance, and cost per service hour.
- Provide benches and shelters at locations with high passenger activity.
- Promote the service through marketing campaigns such as website announcement or community newsletters.
- Continue to coordinate with Miami-Dade County and the CITT.

- Consider the use of available technology for vehicle tracking and passenger counting systems. Miami-Dade County passed an ordinance for all municipal systems have a tracking system compatible with the County's system. In addition, ridership counts must be reported to the County on a regular basis.
- Monitor services and conduct periodical surveys to assess the changes in ridership and preferences.

APPENDIX A

On-Board Surveys (English and Spanish) for

Town of Surfside, Bal Harbour Village, and Bay Harbor Islands

On-Board Survey - Surfside Shuttle

Date _____

Surveyor's Initials _____

Time _____

The Town of Surfside needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Surfside Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?
a) Walked _____ blocks b) Drove or Dropped Off _____
c) Transferred from another bus:
 Bal Harbour Shuttle
 Bay Harbor Islands Shuttle
 Miami Beach Trolley
 Metrobus
 Ride Share Other _____

3. Where are you coming from?
a) Home _____ b) Work _____ c) School _____
d) Shopping _____ e) Medical _____ f) Other _____

4. Where are you going on this trip?
a) Home _____ b) Work _____ c) School _____
d) Shopping _____ e) Medical _____ f) Other _____

5. Where will you get off the Surfside Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?
a) Walk _____ blocks
b) Drive or Dropped Off _____
c) Transfer to another bus:
 Bal Harbour Shuttle
 Bay Harbor Islands Shuttle
 Miami Beach Trolley
 Metrobus
 Ride Share Other _____

7. Why are you using the Surfside Shuttle today?
a) I don't drive _____ b) No car available _____
c) Shuttle is convenient _____
d) Shuttle is economical _____
e) Traffic/Parking is a problem _____

8. Are you a full-time or seasonal resident of Surfside?
 Yes No

Do you have any comments? _____

If No, do you reside (or a visitor) in one of the following?

- Bal Harbour
- Bay Harbor Islands
- Miami Beach
- Other _____

9. How often do you ride the Surfside Shuttle?
a) Every Day _____
b) 2 or more days per week _____
c) Once a week _____
d) 1 to 3 days per month _____
e) This is my first time _____

10. What other places either within or outside of the Town would you like the Surfside Shuttle to travel to?

11. How would you rate the Surfside Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements that you would like for the Surfside Shuttle?
(1- the most important; 2- the second most important; and 3- the third most important improvement)
More stops _____
Fewer stops _____
More shuttle routes to other areas _____
Earlier or later hours of service _____
More bus shelters and benches _____
More frequent service _____
Weekend service _____
Other _____

13. What is your age?
 Under 18 18-54 55-65 Over 65

Encuesta – Bus de Surfside

Fecha _____

Iniciales del Encuestador _____

Hora _____

La ciudad de Surfside necesita su asistencia para proporcionar un mejor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Surfside?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?
a) Caminé _____ cuadras b) Conduje or me dejaron _____
c) Me transferí de otro bus:
 Bal Harbour Shuttle
 Bay Harbor Islands Shuttle
 Miami Beach Trolley
 Metrobus
 Viaje compartido Otro _____
3. ¿De dónde vienes?
a) Casa _____ b) Trabajo _____ c) Escuela _____
d) De compras _____ e) Médico _____ f) Otro _____
4. ¿A dónde vas en este viaje?
a) Casa _____ b) Trabajo _____ c) Escuela _____
d) De compras _____ e) Médico _____ f) Otro _____
5. ¿Dónde te bajarás del autobús de Surfside?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?
a) Caminaré _____ cuadras
b) Conduciré o me llevarán _____
c) Me transferiré a otro bus:
 Bal Harbour Shuttle
 Bay Harbor Islands Shuttle
 Miami Beach Trolley
 Metrobus
 Viaje compartido Otro _____
7. ¿Porqué estás usando el bus de Surfside hoy?
a) No conduzco _____ b) No hay un auto disponible _____
c) El bus es conveniente _____
d) El bus es económico _____
e) El tráfico/estacionamiento es un problema _____
8. ¿Es usted residente permanente o temporal de Surfside?
 Sí No

Si No eres residente de Surfside, ¿resides (o eres un visitante) en uno de los siguientes?

- Bal Harbour
 Bay Harbor Islands
 Miami Beach Otro _____

9. ¿Con qué frecuencia usas el bus de Surfside?

- a) Todos los días _____
b) Dos o más días por semana _____
c) Una vez por semana _____
d) Uno a tres días por mes _____
e) Esta es mi primera vez _____

10. ¿A qué otros lugares, ya sea dentro o fuera de la Ciudad, te gustaría que viajara el bus de Surfside?

11. ¿Cómo calificaría el bus de Surfside?

	Muy Bueno	Bueno	Auto	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Surfside?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

- Más paradas _____
Menos paradas _____
Más rutas de transporte a otras áreas _____
Horas de servicio más temprano o más tarde _____
Más paradas de autobuses y bancos _____
Servicio más frecuente _____
Servicio de fin de semana _____
Otro _____

13. ¿Cuál es tu edad?

- Menos de 18 18-54 55-65 Más de 65

¿Tienes algún comentario? _____

On-Board Survey - Bal Harbour Shuttle

Date _____

Surveyor's Initials _____

Time _____

Bal Harbour Village needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Bal Harbour Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?
a) Walked _____ blocks b) Drove or Dropped Off _____
c) Transferred from another bus:
 Surfside Shuttle
 Bay Harbor Islands Shuttle
 Miami Beach Trolley
 Metrobus
 Ride Share Other _____

3. Where are you coming from?
a) Home _____ b) Work _____ c) School _____
d) Shopping _____ e) Medical _____ f) Other _____

4. Where are you going on this trip?
a) Home _____ b) Work _____ c) School _____
d) Shopping _____ e) Medical _____ f) Other _____

5. Where will you get off the Bal Harbour Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?
a) Walk _____ blocks
b) Drive or Dropped Off _____
c) Transfer to another bus:
 Surfside Shuttle
 Bay Harbor Islands Shuttle
 Miami Beach Trolley
 Metrobus
 Ride Share Other _____

7. Why are you using the Bal Harbour Shuttle today?
a) I don't drive _____ b) No car available _____
c) Shuttle is convenient _____
d) Shuttle is economical _____
e) Traffic/Parking is a problem _____

8. Are you a full-time/seasonal resident of Bal Harbour?
 Yes No

If No, do you reside (or a visitor) in one of the following?
 Surfside
 Bay Harbor Islands
 Miami Beach
 Other _____

9. How often do you ride the Bal Harbour Shuttle?
a) Every Day _____
b) 2 or more days per week _____
c) Once a week _____
d) 1 to 3 days per month _____
e) This is my first time _____

10. What other places either within or outside of Bal Harbour would you like the Shuttle to travel to?

11. How would you rate the Bal Harbour Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements that you would like for the Bal Harbour Shuttle?
(1- the most important; 2- the second most important; and 3- the third most important improvement)
More stops _____
Fewer stops _____
More shuttle routes to other areas _____
Earlier or later hours of service _____
More bus shelters and benches _____
More frequent service _____
Weekend service _____
Other _____

13. What is your age?
 Under 18 18-54 55-65 Over 65

Do you have any comments? _____

Encuesta – Bus de Bal Harbour

Fecha _____

Iniciales del Encuestador _____

Hora _____

La ciudad de Bal Harbour necesita su asistencia para proporcionar un mejor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Bal Harbour?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?
a) Caminé _____ cuadras b) Conduje or me dejaron _____ c) Me transferí de otro bus:
 Surfside Shuttle
 Bay Harbor Islands Shuttle
 Miami Beach Trolley
 Metrobus
 Viaje compartido Otro _____
3. ¿De dónde vienes?
a) Casa _____ b) Trabajo _____ c) Escuela _____
d) De compras _____ e) Médico _____ f) Otro _____
4. ¿A dónde vas en este viaje?
a) Casa _____ b) Trabajo _____ c) Escuela _____
d) De compras _____ e) Médico _____ f) Otro _____
5. ¿Dónde te bajarás del autobús de Bal Harbour?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?
a) Caminaré _____ cuadras
b) Conduciré o me llevarán _____
c) Me transferiré a otro bus:
 Surfside Shuttle
 Bay Harbor Islands Shuttle
 Miami Beach Trolley
 Metrobus
 Viaje compartido Otro _____
7. ¿Porqué estás usando el bus de Bal Harbour hoy?
a) No conduzco _____ b) No hay un auto disponible _____
c) El bus es conveniente _____
d) El bus es económico _____
e) El tráfico/estacionamiento es un problema _____
8. ¿Es usted residente de Bal Harbour?
 Sí No

Si No eres residente de Bal Harbour, ¿resides (o eres un visitante) en uno de los siguientes?

- Surfside
 Bay Harbor Islands
 Miami Beach Otro _____

9. ¿Con qué frecuencia usas el bus de Bal Harbour?

- a) Todos los días _____
b) Dos o más días por semana _____
c) Una vez por semana _____
d) Uno a tres días por mes _____
e) Esta es mi primera vez _____

10. ¿A qué otros lugares, ya sea dentro o fuera de la Ciudad, te gustaría que viajara el bus de Bal Harbour?

11. ¿Cómo calificaría el bus de Bal Harbour?

	Muy Buena	Buena	Anto	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire condicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Bal Harbour?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

- Más paradas _____
Menos paradas _____
Más rutas de transporte a otras áreas _____
Horas de servicio más temprano o más tarde _____
Más paradas de autobuses y bancos _____
Servicio más frecuente _____
Servicio de fin de semana _____
Otro _____

13. ¿Cual es tu edad?

- Menos de 18 18-54 55-65 Más de 65

¿Tienes algún comentario? _____

On-Board Survey - Bay Harbor Islands Shuttle

Date _____

Surveyor's Initials _____

Time _____

The Town of Bay Harbor Islands needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Bay Harbor Islands Shuttle?
(nearest intersection or major place)

If No, do you reside (or a visitor) in one of the following?

- Surfside
- Bal Harbour
- Miami Beach
- Other _____

2. How did you get to this shuttle stop?
a) Walked _____ blocks b) Drove or Dropped Off _____

- c) Transferred from another bus:
- Surfside Shuttle
 - Bal Harbour Shuttle
 - Miami Beach Trolley
 - Metrobus
 - Ride Share
 - Other _____

9. How often do you ride the Bay Harbor Islands Shuttle?

- a) Every Day _____
- b) 2 or more days per week _____
- c) Once a week _____
- d) 1 to 3 days per month _____
- e) This is my first time _____

3. Where are you coming from?
a) Home _____ b) Work _____ c) School _____
d) Shopping _____ e) Medical _____ f) Other _____

10. What other places either within or outside of Bay Harbor Islands would you like the Shuttle to travel to?

4. Where are you going on this trip?
a) Home _____ b) Work _____ c) School _____
d) Shopping _____ e) Medical _____ f) Other _____

11. How would you rate the Bay Harbor Islands Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

5. Where will you get off the Bay Harbor Islands Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

- a) Walk _____ blocks
- b) Drive or Dropped Off _____
- c) Transfer to another bus:
 - Surfside Shuttle
 - Bal Harbour Shuttle
 - Miami Beach Trolley
 - Metrobus
 - Ride Share
 - Other _____

12. What are the three most important improvements you would like for the Bay Harbor Islands Shuttle?
(1- the most important; 2- the second most important; and 3- the third most important improvement)

- More stops _____
- Fewer stops _____
- More shuttle routes to other areas _____
- Earlier or later hours of service _____
- More bus shelters and benches _____
- More frequent service _____
- Weekend service _____
- Other _____

7. Why are you using the Bay Harbor Islands Shuttle?
a) I don't drive _____ b) No car available _____
c) Shuttle is convenient _____
d) Shuttle is economical _____
e) Traffic/Parking is a problem _____

13. What is your age?
 Under 18 18-54 55-65 Over 65

8. Are you a resident of Bay Harbor Islands?
 Yes No

Do you have any comments? _____

Encuesta – Bus de Bay Harbor Islands

Fecha _____

Iniciales del Encuestador _____

Hora _____

La ciudad de Bay Harbor Islands necesita su asistencia para proporcionar un mejor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Bay Harbor Islands? (intersección más cercana o lugar principal)

 2. ¿Cómo llegaste a esta parada de autobús?
a) Caminé _____ cuadras b) Conduje or me dejaron _____
c) Me transferí de otro bus:
 Surfside Shuttle
 Bal Harbour Shuttle
 Miami Beach Trolley
 Metrobus
 Viaje compartido Otro _____
 3. ¿De dónde vienes?
a) Casa _____ b) Trabajo _____ c) Escuela _____
d) De compras _____ e) Médico _____ f) Otro _____
 4. ¿A dónde vas en este viaje?
a) Casa _____ b) Trabajo _____ c) Escuela _____
d) De compras _____ e) Médico _____ f) Otro _____
 5. ¿Dónde te bajarás del autobús de Bay Harbor Islands? (intersección más cercana o lugar principal)

 6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?
a) Caminaré _____ cuadras
b) Conduciré o me llevarán _____
c) Me transferiré a otro bus:
 Surfside Shuttle
 Bal Harbour Shuttle
 Miami Beach Trolley
 Metrobus
 Viaje compartido Otro _____
 7. ¿Porqué estás usando el bus de Bay Harbor Islands?
a) No conduzco _____ b) No hay un auto disponible _____
c) El bus es conveniente _____
d) El bus es económico _____
e) El tráfico/estacionamiento es un problema _____
 8. ¿Es usted residente de Bay Harbor Islands?
 Sí No
- ¿Tienes algún comentario? _____

Si No eres residente de Bay Harbor Islands, ¿resides (o eres un visitante) en uno de los siguientes?

- Surfside
 Bal Harbour
 Miami Beach Otro _____

9. ¿Con qué frecuencia usas el bus de Bay Harbor Islands?

- a) Todos los días _____
b) Dos o más días por semana _____
c) Una vez por semana _____
d) Uno a tres días por mes _____
e) Esta es mi primera vez _____

10. ¿A qué otros lugares, dentro o fuera de la Ciudad, te gustaría que viajara el bus de Bay Harbor Islands?

11. ¿Cómo calificaría el bus de Bay Harbor Islands?

	Muy Buena	Buena	Asa	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Bay Harbor Islands? (1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

- Más paradas _____
Menos paradas _____
Más rutas de transporte a otras áreas _____
Horas de servicio más temprano o más tarde _____
Más paradas de autobuses y bancos _____
Servicio más frecuente _____
Servicio de fin de semana _____
Otro _____

13. ¿Cual es tu edad?

- Menos de 18 18-54 55-65 Más de 65

APPENDIX B

Amended Section 31-102 of the Code of Miami-Dade County

Amended Section 29-124 of the Code of Miami-Dade County

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(A)
10-2-18

ORDINANCE NO. _____

ORDINANCE RELATING TO MUNICIPAL CIRCULATORS;
AMENDING SECTION 31-102 OF THE CODE OF MIAMI-
DADE COUNTY, FLORIDA; REQUIRING MUNICIPALITIES
TO PROVIDE CIRCULATOR ROUTE INFORMATION FOR
INTEGRATION INTO THE COUNTY'S TRANSIT TRACKER
APPLICATION AND TRANSIT RIDERSHIP INFORMATION
TO THE COUNTY; REQUIRING COUNTY AND MUNICIPAL
TRANSIT RIDERSHIP DATA REPORTS; PROVIDING
SEVERABILITY, INCLUSION IN THE CODE, AND AN
EFFECTIVE DATE

WHEREAS, many municipalities in Miami-Dade County are providing circulator service within their municipal boundaries pursuant to section 31-113 of the Code of Miami-Dade County, Florida and through an interlocal agreement with the County; and

WHEREAS, said service has proven popular with the residents of and visitors to the County; and

WHEREAS, the County currently has a smartphone transit tracker application that allows transit patrons to, among other things, find information regarding Metrobus routes and current time of arrival for Metrorail, Metromover, and Metrobus; and

WHEREAS, integrating the municipal circulator service information as part of the County transit application would provide for better mobility options and help Miami-Dade County and municipal transit services serve as one complementary system; and

WHEREAS, analyzing transit ridership information from Miami-Dade County and municipal transit services in a holistic manner helps transit planners and policymakers make better informed decisions regarding the provision of transit services within Miami-Dade County,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 31-102 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 31-102. Definitions.

For the purposes of this article, the following definitions shall apply:

* * *

- (f) *Circulator* service means the provision of fixed route or semi-fixed route transportation service where at least 70 percent of the route is within 1 municipality. Motor vehicles owned, operated by or operated under contract with a municipality in a local public transportation system may provide circulator service when authorized by an interlocal agreement with Miami-Dade County which has been approved by the Board of County Commissioners. The interlocal agreement and any certificate of transportation, chauffeur's registration and permit issued to provide circulator service pursuant to an interlocal agreement shall require, among other things, that the municipality, operator, vehicles and chauffeurs comply with safety, mechanical and vehicular standards mandated by the Department of Transportation and Public Works, and any applicable state or federal requirements. ~~>>Additionally, for any new interlocal agreement or any amendment to an existing interlocal agreement, the agreement (1) must include a provision requiring that the municipality provide to the County the municipality's real time circulator service route information in a format approved by the Department of Transportation and Public Works, or its successor department, such as provided by a Global Positioning System, and which is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third party applications, and (2) must include a provision requiring municipalities to provide~~

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

to the County on a quarterly basis municipal daily transit ridership data for both circulator and on-demand services<< >>and a description of any area within the municipal boundaries not being serviced by the municipal transit services<<² >>. Said data shall be due to the County within 15 days from the end of the corresponding quarter. Within 30 days of receipt of the information from a municipality, the County Mayor or County Mayor's designee shall place a report showing the municipal transit service ridership information, in addition to County transit ridership information for the corresponding quarter, on an agenda of the Board of County Commissioners pursuant to Ordinance No. 14-65.<< Where a municipality intends to provide circulator service pursuant to a contract with a third party, said municipality shall give Miami-Dade County the opportunity to submit a bid or proposal to provide that transportation service.

* * *

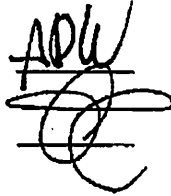
Section 2. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

² Committee amendments are indicated as follows: Words double stricken through and/or [[double bracketed]] are deleted, words double underlined and/or >>double arrowed<< are added.

Section 3. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

A handwritten signature in black ink, appearing to read 'APL', written over two horizontal lines.

Prepared by:

Annery Pulgar Alfonso

Prime Sponsor: Commissioner Daniella Levine Cava
Co-Sponsors: Vice Chairwoman Audrey M. Edmonson
Commissioner Eileen Higgins
Commissioner Dennis C. Moss
Commissioner Rebeca Sosa

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(B)
1-23-19

ORDINANCE NO. _____

ORDINANCE RELATING TO THE PEOPLE'S TRANSPORTATION PLAN AND CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS; AMENDING SECTION 29-124 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, BY A TWO-THIRDS VOTE OF THE COMMISSION MEMBERSHIP; REQUIRING MUNICIPALITIES TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE COUNTY AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS FOR ON-DEMAND TRANSPORTATION SERVICES; IMPOSING CERTAIN REQUIREMENTS FOR THE AGREEMENT; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, section 29-124 of the Code of Miami-Dade County, Florida (the "Code"), provides that municipalities may fund on-demand transportation services as defined in section 212.055(1)(e), Florida Statutes, with their share of surtax proceeds; and

WHEREAS, on-demand transportation services when coordinated with existing County transit services may augment transportation options and provide for better mobility solutions for heavily congested areas; and

WHEREAS, requiring municipalities to coordinate with the County in order to provide for an implementation plan for surtax funded on-demand transportation services will promote the efficient use of surtax funds; and

WHEREAS, this Board wishes to ensure that on-demand transportation services funded by surtax proceeds enhance existing transit services and function as a first-and-last mile solution for County residents and visitors,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 29-124 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 29-124. - Special fund created; uses of surtax proceeds; and role of Citizens' Independent Transportation Trust.

The surtax proceeds collected by the State and distributed hereunder shall be deposited in a special fund set aside from other County funds in the custody of the Finance Director of the County. Moneys in the special fund shall be expended for the transportation and transit projects (including operation and maintenance thereof) set forth in Exhibit 1 to this article (including those projects referenced in the ballot question presented to the electors to approve this levy) and the adopted Five Year Implementation Plan, subject to any amendments thereto made in accordance with the Transportation Planning Organization ("TPO") process or made in accordance with the procedures specified in subsection (d) of this section.

Expenditure of surtax proceeds for contracts procured by or on behalf of Miami-Dade Transit or for transit-related procurements shall be subject to the following limitations:

* * *

- (h) Twenty percent of surtax proceeds shall be distributed annually to those cities existing as of November 5, 2002 that meet the following conditions:
 - (i) That continue to provide the same level of general fund support for transportation that is in their FY 2001-2002 budget in subsequent Fiscal Years. Any surtax proceeds received shall be applied to supplement, not replace a city's general fund support for transportation;

¹ Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

- ii) That apply 20 percent of any surtax proceeds received to transit uses in the nature of circulator buses, bus shelters, bus pullout bays, on-demand transportation services as defined in Section 212.055(1)(e), Florida Statutes, as may be amended from time to time, or other transit-related infrastructure. >>The use of surtax proceeds for on-demand transportation services must be authorized by an interlocal agreement with the County which has been approved by the Board of County Commissioners. The interlocal agreement shall require, among other things, that the city, operator, vehicles and chauffeurs comply with applicable safety, mechanical and vehicular standards required by the County, and any applicable state or federal requirements, and shall detail the implementation plan and fare structure for the on-demand services.<< The use of surtax proceeds for on-demand transportation services shall be limited to providing transportation services where the trip is no greater than 5 miles in distance and (1) where the origination or destination of the trip is solely within city boundaries; (2) where the origination of a trip is within city boundaries and the destination is the nearest Metrorail station or South Dade Transitway bus shelter; (3) where the origination of a trip is the Metrorail station or South Dade Transitway bus shelter closest to the city boundary of the city where the intended destination of the trip is located; or (4) where the origination or destination of the trip is a public transit park-and-ride facility. Each city that uses surtax proceeds for on-demand transportation services shall provide an annual report to the County describing the city's implementation of the on-demand transportation services in accordance with this paragraph. Any city that cannot apply the 20 percent portion of surtax proceeds it receives as provided in this paragraph, may contract with the County for the County to apply such proceeds on a County project that enhances traffic mobility within that city and immediately adjacent areas. If the city cannot expend such proceeds in accordance with this paragraph and does not contract with the County as described in this paragraph, then such proceeds shall

carry over and be added to the overall portion of surtax proceeds to be distributed to the cities in the ensuing year and shall be utilized solely for the transit uses enumerated in this subsection (ii);

* * *

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective six (6) months after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

Section 5. This ordinance may only be amended or repealed by a two-thirds vote of the Board of County Commissioners. Any amendment or repeal of this ordinance shall further require a minimum of six weeks between first and second reading.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:

Annery Pulgar Alfonso

Prime Sponsor: Commissioner Dennis C. Moss

APPENDIX C

**Schedule Information for
Proposed Surf-Bal-Bay Shuttle Route**

Surf-Bal-Bay Shuttle Proposed Schedule

Run#	Depart		Stella Maris		Surfside Publix		Saks Bal Harbour Shops		Bay Harbor Islands Library		NE 123 St. & Bisc. Blvd.		Walgreens		Bay Harbor Islands Library		Surfside Publix	
	Surfside Publix	Haulover Underpass	Surfside Publix	Stella Maris	Surfside Publix	Surfside Publix	Harbour Shops	Bay Harbor Islands Library	NE 123 St. & Bisc. Blvd.	Target	Arrive Target	Depart Target	NE 123 St. & Bisc. Blvd.	Hall	Bay Harbor Islands Library	Surfside Publix	Arrive	
2																		
1	9:00 AM	9:09	9:17	9:27	9:37	9:43	9:54	10:02	10:12	10:25	10:32	10:39	10:47	10:55				
2	10:00	10:09	10:17	10:27	10:37	10:43	10:54	11:02	11:12	11:25	11:32	11:39	11:47	11:55				
1	11:00	11:09	11:17	11:27	11:37	11:43	11:54	12:02 PM	12:12	12:30	12:37	12:44	12:52	1:00				
2	12:00 PM	12:09	12:17	12:27	12:37	12:43	12:54	1:02	1:12	1:30	1:37	1:44	1:52	2:00				
1	1:00	1:09	1:17	1:27	1:37	1:43	1:54	2:02	2:12	2:25	2:32	2:39	2:47	2:55				
2	2:00	2:09	2:17	2:27	2:37	2:43	2:54	3:02	3:12	3:25	3:32	3:39	3:47	3:55				
1	3:00	3:09	3:17	3:27	3:37	3:43	3:54	4:02	4:12	4:25	4:32	4:39	4:47	4:55				
2	4:00	4:09	4:17	4:27	4:37	4:43	4:54X											
1	5:00	5:09	5:17	5:27	5:37	5:43	5:54X											



MEMORANDUM

ITEM NO. 5BBB

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

From: Guillermo Olmedillo, Town Manager

Date: May 26th, 2020

Subject: Police Body-Worn Camera System

The Surfside Police Department is seeking to implement a police body-worn camera system to optimize accountability through recording police-citizen interactions, calls for service, and traffic enforcement initiatives. Benefits of the body-worn camera system are accountability and transparency, a liability asset, video documentation and resolution of officer involved incidents, evidence documentation, and providing incident-based specific training. The department seeks to implement cameras in phases with Phase I consisting of the procurement of twenty-five (25) body-worn cameras and associated licensing, video storage, hardware, software, training, buildout of a dedicated area to store the cameras, and establish a dedicated internet access point for the camera data uploads. Phase I will allow for body-worn cameras to be assigned to all patrol sworn officers. The department has considered data storage, video retention policy/protocols, auditing, access security levels, and public records disclosure implications of the police body-worn camera system implementation. The department appreciates and supports the importance of maintaining positive relationships with the community and that these relationships are a critical aspect of community policing that are based on the trust the community has in its police department. The objective of implementing the police body-worn camera system is to uphold community relationships in a positive manner. Footage captured may also be used as evidence in arrests or prosecutions. Proponents have suggested that video captured by body-worn cameras may help document the occurrence and nature of various types of crime, reduce the overall amount of time required for officers to complete paperwork for case files, corroborate evidence presented by prosecutors, and lead to higher numbers of guilty pleas in court proceedings.

The cost to purchase, outfit, install, and implement the police body-worn camera system is approximately \$120,618.60 over a five (5) year time period. The cost may be broken down into yearly installments on a five (5) year basis of \$24,123.75 per year. The cost includes a five (5) year full warranty. There will also be an approximate cost of \$5,000.00 to buildout a secure storage area for the body camera docking stations, and installation of the necessary internet connections for data transmission. Additionally, there will be a recurring cost for a dedicated internet data line for daily video uploads that will cost approximately \$6,600 per year. Total cost of Phase I over the five-year plan is approximately \$158,618. The terms of the contract are through an International Cooperative Purchasing Agreement with NPPGov (National Purchasing Partners), a

national cooperative procurement organization, and also a sole source vendor stipulation with AXON Enterprise, Incorporated.

Staff recommends a motion to approve a resolution to authorize the procurement of police body-worn cameras and the associated hardware, software, buildout, and recurring costs to fully implement the system commencing in the FY19/20 budget.

Prepared by: Chief Julio Yero

Reviewed By:

5-YEAR QUOTE SUMMARY

Surfside Police Department

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255
Phone: 1-800-978-2737
5/8/2020

Main Contact:

Douglas Lee
925.548.8653
douglaslee@axon.com



Surfside Police Department: Axon Body Worn Camera Solution

In this Executive Summary are prepared certain high-level benefits for the city of Surfside in implementing a body worn camera solution. We will focus on three main pillars: transparency, accountability, and officer safety.

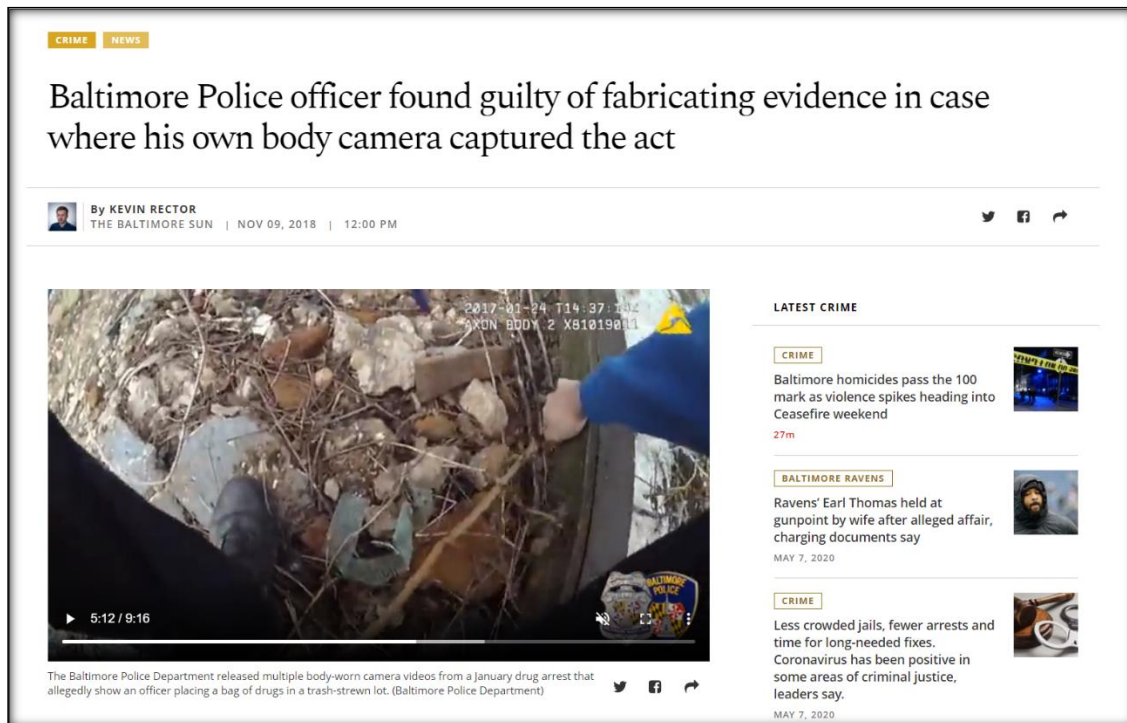
Transparency

The solution that Surfside Police department will implement will provide greater transparency to the public as well as the command staff of the department. The Axon Body 3 Cameras provided to the agency will be constantly recording in a 30 second pre-event buffer for the duration of the 12 hour shift. Once the evidence is uploaded to Evidence.Com there is a long set of tenets to assist with transparency:

- Full Audit Trail showing who viewed the evidence and who marked or redacted it
- Administrative privileges set by command staff to control what evidence is available to whom
- Original video can never be removed even if redacted, as extraneous copies are made
- Full chain of custody from capture-to-courtroom.
- BWC video will be able to be reviewed by command staff and admins, and shared via portal.

Accountability

- Bodycameras are great liability assets to departments. Digital capture shows the perspective of a situation, the volume of a suspect shouting, the clear imagery an officer is seeing. It leads to higher pre-trial convictions. It also leads to more accountability for officers.



• **CONSIDERATIONS FOR STARTING A BODY-WORN VIDEO PROGRAM**

When considering a body-worn camera (BWC) program, the camera itself is often the starting point for the decision. Cameras must be durable, reliable, and able to last for a full shift. While the hardware is an extremely important aspect of the decision, many agencies quickly learn that it is the backend data storage and management that plays a much bigger role in the system’s usability and total cost of ownership.

Thousands of agencies have successfully deployed body-worn cameras to date, and agencies considering starting their own programs can rely on early adopters’ learnings in these areas.

AGENCY EXAMPLE 1:

growing video

SAN DIEGO PD ¹	MESA PD ²
41% DECREASE IN COMPLAINTS	40% DECREASE IN COMPLAINTS
47% DECREASE IN USE OF FORCE	75% DECREASE IN USE OF FORCE

Body-worn cameras have been shown to reduce complaints and use of force, with significant impacts on officer safety and agency expenditures.



SAN ANTONIO POLICE DEPARTMENT

San Antonio conducted a pilot program testing body-worn cameras from six vendors. Key learnings included the following³:

- Based on data from other law enforcement agencies, San Antonio estimated that it would need more than half a terabyte of storage per day for body-worn video.

$$\begin{array}{r}
 2.7\text{GB} \\
 \text{VIDEO PER DAY} \\
 \text{PER OFFICER}
 \end{array}
 \times
 \begin{array}{r}
 251 \\
 \text{BODY-WORN} \\
 \text{CAMERAS}
 \end{array}
 =
 \begin{array}{r}
 0.5\text{TB} \\
 \text{PER DAY}
 \end{array}$$

- In order to maintain a back-office system, the department would need to expand its technical and administrative staff. Administrative responsibilities would include managing the

library and responding to Open Records Requests.

- Because of the resources necessary to host a back-office system, the estimated cost of licensing, support and limited storage for a premise-based system was approximately 400% higher than the estimated cost of licensing, support and storage for a full cloud solution.



\$1,200,000

AVERAGE YEARLY COST OF STORAGE, LICENSING AND SUPPORT FOR ON-PREMISE



\$240,000

AXON CLOUD SOLUTION WITH UNLIMITED STORAGE

CONSIDERATIONS FOR STARTING A BODY-WORN VIDEO PROGRAM

faster workflows allow for entire categories of evidence to have their own retention schedules.

AGENCY EXAMPLE 2:

SONOMA COUNTY SHERIFF’S OFFICE

Sonoma County conducted a four-month trial & evaluation of two systems. Key learnings included the following⁴:

- The speed at which the system processes evidence from end to end is of critical importance. Lost productivity is a major, but hidden factor that can greatly impact the total cost of ownership of a particular system.



- A system with case management allows evidence from multiple sources related to a single event to be grouped into a single folder. With a full cloud solution, cases can be shared electronically with external stakeholders to increase the speed of evidence processing.
- When choosing between a full cloud solution and a premise-based system, agencies should consider the IT resources necessary to maintain each and to integrate them with existing departmental software and hardware systems.
- To prevent unforeseen costs, agencies should verify that a potential cloud vendor is responsible for maintaining the system behind the scenes and updating it with new technology. They should ensure that these updates are included in the contract.

- A “dock-and-walk” solution can help alleviate the need for manual data transfer. When coupled with an RMS or CAD integration that automates tagging of metadata, this can help agencies reclaim time currently being used for manual processes.
- Automatic deletion of evidence is key for bodyworn camera programs due to the high volume of files. Systems with

MORE INFORMATION

Whether you’re just starting to think about a body-worn camera program or are currently in camera trials, we can help provide you the information necessary to make a good decision. Don’t hesitate to contact our body-worn camera program experts with any questions you may have.

info@taser.com
800-978-2737

CITATIONS

1. San Diego police body camera report: Fewer complaints, less use of force [Los Angeles Times, 2015]
2. Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned [PERF & COPS, 201
3. Briefing on the findings of a Police Body Worn Camera Pilot [City of San Antonio, 2014]
4. Body-Worn Cameras: Pilot-Program Report: Sonoma County Board of Supervisor’s Directive #5 [Sonoma County Sheriff’s Office, 2014]

Surfside Police Department Quote Summary

Keeping your community safer and saving critical budget by bundling our products and services. This program provides your agency with next-generation devices and software, delivering seamless integration, budget predictability and automatic upgrades. The department is utilizing National Purchasing Partners Cooperative Contract for pricing and justification which is in reference on the quote.

Hardware:

Axon Body 3 isn't just a camera: it's a rugged communications beacon front-and-center on every call. Featuring enhanced low-light performance, reduced motion blur, and optional LTE connectivity.

- (4) 8 Bay Dock
- (25) Cameras Delivered in Year 1
- Mounts for each user
- Full 5-year warranty on all Devices

Software:

Complete your case with a powerful case management experience, including bulk actions, access controls, and automated suggestions. And save time with efficiency tools like redaction assistant.

- (5) Professional Licenses for the System Administrator
- Evidence.Com Basic Licenses for 5 Years with 155GB of storage per officer per year
- Axon Capture for every officer (logging Video, Photo and Audio evidence through the axon portal and not on their phone)
- Included Redaction Tools: Skin Blur, Motion Tracking, Manual

Warranties and equipment refresh:

Automatic refresh units every 2.5 years. Minimizing the chance that an officer goes on duty without a camera, includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement. not only protecting your agency today but ensuring it will stay protected in the future.

- Full 5-year warranty on all devices
- (25) of the latest cameras at year 2.5
- (25) of the latest cameras at year 5
- All new docking stations each refresh

Axon Professional Services:

Axon's Professional Services implement Axon technology to agencies with the extensive training and setup support.

- Configuration of Evidence.com and all devices and docks
- System admin and end user training on site
- Train-the-trainer curriculum
- End user training & troubleshooting



AXON

Surfside Police Dept.- FL

AXON SALES REPRESENTATIVE

Douglas Lee

480-444-4008

douglaslee@taser.com

ISSUED

5/7/2020



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-254117-43958.764DL

Issued: 05/07/2020

Quote Expiration: 06/30/2020

Account Number: 109353

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Douglas Lee
 Phone: 480-444-4008
 Email: douglaslee@taser.com
 Fax: 480-447-4401

PRIMARY CONTACT

Antonio Marciante
 Phone: (305) 861-4862
 Email: amarciante@townofsurfsidefl.gov

SHIP TO

Antonio Marciante
 Surfside Police Dept. - FL
 9293 HARDING AVE.
 SURFSIDE, FL 33154
 US

BILL TO

Surfside Police Dept. - FL
 9293 HARDING AVE.
 SURFSIDE, FL 33154
 US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		4	336.00	0.00	0.00
85035	EVIDENCE.COM STORAGE		3,500	0.75	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		23	180.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		5	468.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		230	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		25	699.00	699.00	17,475.00
74210	AXON BODY 3 - 8 BAY DOCK		4	1,495.00	1,495.00	5,980.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		4	42.00	42.00	168.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera		25	0.00	0.00	0.00
73255	5 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay		4	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		25	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		25	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73260	Technology Assurance Plan AB3 Annual Payment		25	336.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		4	0.00	0.00	0.00
Services						
85144	AXON STARTER		1	2,750.00	500.60	500.60
					Subtotal	24,123.60
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	24,123.60

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		23	180.00	180.00	4,140.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE		230	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		4	336.00	336.00	1,344.00
85035	EVIDENCE.COM STORAGE		3,500	0.75	0.75	2,625.00
Other						
73260	Technology Assurance Plan AB3 Annual Payment		25	336.00	546.99	13,674.75
					Subtotal	24,123.75
					Estimated Tax	0.00
					Total	24,123.75

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		23	180.00	180.00	4,140.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		5	468.00	468.00	2,340.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
85110	EVIDENCE.COM INCLUDED STORAGE		230	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		4	336.00	336.00	1,344.00
85035	EVIDENCE.COM STORAGE		3,500	0.75	0.75	2,625.00
Other						
73260	Technology Assurance Plan AB3 Annual Payment		25	336.00	546.99	13,674.75
					Subtotal	24,123.75
					Estimated Tax	0.00
					Total	24,123.75

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		23	180.00	180.00	4,140.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE		230	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		4	336.00	336.00	1,344.00
85035	EVIDENCE.COM STORAGE		3,500	0.75	0.75	2,625.00
Other						
73260	Technology Assurance Plan AB3 Annual Payment		25	336.00	546.99	13,674.75
					Subtotal	24,123.75
					Estimated Tax	0.00
					Total	24,123.75

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		23	180.00	180.00	4,140.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE		230	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		4	336.00	336.00	1,344.00
85035	EVIDENCE.COM STORAGE		3,500	0.75	0.75	2,625.00
Other						
73260	Technology Assurance Plan AB3 Annual Payment		25	336.00	546.99	13,674.75
					Subtotal	24,123.75
					Estimated Tax	0.00
					Total	24,123.75
					Grand Total	120,618.60

Summary of Payments

Payment	Amount (USD)
Year 1	24,123.60
Year 2	24,123.75
Year 3	24,123.75
Year 4	24,123.75
Year 5	24,123.75
Grand Total	120,618.60

Notes

National Purchasing Partners (NPP) - Axon Contract No. VH11629 used for pricing and purchasing justification.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (Or write N/A): _____

Please sign and email to Douglas Lee at douglaslee@taser.com or fax to 480-447-4401

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 Definitions.

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Devices**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 Payment. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency

provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 Spare Devices. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions,

whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9 Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.
- 10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or

Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 Agency Responsibilities. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 Termination.

17.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 Confidentiality. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

- 19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud

Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 6** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7** **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offers a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8** **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9** **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10** **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use

of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 Axon Cloud Services Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 Axon Records. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 Axon Cloud Services Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote

project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer)</p> <p>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet</p> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager</p> <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included

<ul style="list-style-type: none"> • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
<p>TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

<p>Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
<p>Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction</p>

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will

not charge Agency travel time by Axon personnel to Agency premises as work hours.

- 10** **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 11** **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 12** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“**OSP 7 Term**”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received

by Agency.

- 9** **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2** Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes “**Duty Cartridge Replenishment Plan**”, Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, “**Training Content**”), Agency may access Training Content. Axon will deliver all Training Content electronically.

- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount (“**Trade-In Units**”) to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

- 7** **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 8** **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

- 2 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.

- 3 **Third-party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.

- 4 **Wireless Offload Software.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

- 5 **Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both

offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

- 6** **Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5 years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

- 7** **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
- 7.1** Axon Fleet Unlimited coverage terminates, and no refunds will be given.
 - 7.2** Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
 - 7.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1** **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2** **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3** **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Flock Software Terms of Use Appendix

1 Definitions.

"Aggregated Data" means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

"Authorized End User" shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

"Customer" will mean the Agency.

"Customer Data" will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

"Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

"Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Flock Hardware.

"Flock IP" will mean the Flock Services, the Documentation, the Flock Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

"Flock Hardware" shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "Flock Hardware" excludes the Embedded Software.

"Flock Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

"Flock System" means collectively, the Flock Hardware, Embedded Software, and Flock Services.

"Footage" means still images and/or video captured by the Flock Hardware in the course of and provided via the Flock Services.

"Non-Customer End User" means a Flock customer that has elected to give Customer access to its data in the Flock System.

"Non-Customer End User Data" means the Footage, geolocation data, environmental data

and/or notifications of a Non-Customer End User.

“Unit(s)” shall mean the Flock Hardware together with the Embedded Software.

“Web Interface” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2 **Flock Services.**

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the term of Customer’s agreement, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (**“User ID”**). Flock will also provide Customer the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Customer and Authorized End Users. Customer agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Customer from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer’s internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or

use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the service suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

3 Installation Services.

3.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice

regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position, and angle of the Units (each Unit location so designated by Customer, a “**Designated Location**”). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan driven by Customer’s request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

- 3.2 Customer’s Installation Obligations.** Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the “**Customer Installation Obligations**”). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.
- 3.3 Flock’s Installation Obligations.** The Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Customer. Following the initial installation of the Flock Hardware, Flock’s obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. Customer understands and agrees that the Flock Services will not function without the Flock Hardware.
- 3.4 Theft and Damage.** Flock agrees to replace the Flock Hardware up to 1 time during the Term, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer’s own expense, at a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 3.5 Security Interest.** The Flock Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer’s Agreement. Customer agrees to perform all acts which may be necessary to assure the retention

of title of the Flock Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Flock Hardware, then Customer authorizes and empowers Flock to remove the Flock Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

3.6 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

4 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer will use the Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof.

5 Data, Feedback, Aggregated Statistics.

5.1 Customer and Non-Customer End User Data. As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 5.3 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer.

5.2 Feedback. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

5.3 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Flock will

be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.

6 **Remedy; Warranty; and Disclaimer.**

6.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “Defect”), Customer must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Flock of defect. Except for cameras owned by Customer, Flock agrees to replace cameras once at no cost to Customer upon the first instance of theft or damage. Subsequent replacement due to damage or theft will be at Customer’s own expense with a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

6.2 Exclusions. Flock will not provide the remedy described in Section 6.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware or Embedded Software in any manner, including operation of the Flock Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Flock Hardware or Embedded Software in any way; or (c) combination of the Flock Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

6.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

6.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 6.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE FLOCK HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT

THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7 **Limitation of Liability and Indemnity.**

7.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL FLOCK HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

7.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.

7.3 Indemnity. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users, or otherwise from Customer's use of the Flock Services, Flock Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the

Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3 or this Agreement.

- 8** **Data Preservation.** The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state, and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand.
- 9** **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.
- 10** **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Flock Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Axon Commander™ Software Appendix

- 1** **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
- 2** **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 3** **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

 - 3.1** modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2** reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3** access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4** copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5** use trade secret information contained in Commander;
 - 3.6** resell, rent, loan or sublicense Commander;
 - 3.7** access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 4** **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 5** **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

Axon Application Programming Interface Appendix

1 Definitions.

“API Client” means the software that acts as the interface between Agency’s computer and the server, which is already developed or to be developed by Agency.

“API Interface” means software implemented by Agency to configure Agency’s independent API Client Software to operate in conjunction with the API Service for Agency’s authorized Use.

“Axon Evidence Partner API, API or AXON API” (collectively **“API Service”**) means Axon’s API which provides a programmatic means to access data in Agency’s Axon Evidence account or integrate Agency’s Axon Evidence account with other systems.

“Use” means any operation on Agency’s data enabled by the supported API functionality.

2 Purpose and License.

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency’s use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency’s use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency’s Use in connection with Agency’s API Client.

2.3 Axon reserves the right to set limitations on Agency’s use of the API Service, such as a quota on operations, to ensure stability and availability of Axon’s API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 Configuration. Agency will work independently to configure Agency’s API Client with API Service for Agency’s applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency’s registration, Axon will provide documentation outlining API Service information.

4 Agency Responsibilities. When using API Service, Agency and its end users may not:

4.1 use API Service in any way other than as expressly permitted under this Agreement;

4.2 use in any way that results in, or could result in, any security breach to Axon;

4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

- 4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
 - 4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;
 - 4.9 make available to a third-party, any token, key, password or other login credentials to API Service;
 - 4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

- 5 **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:
 - 5.1 the design, structure and naming of API Service fields in all responses and requests;
 - 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3 the structure of and relationship of API Service resources; and
 - 5.4 the design of API Service, in any part or as a whole.

- 6 **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3 misrepresent the source or ownership; or
 - 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

- 7 **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.

- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

1 **Definitions.**

“Axon Digital Evidence Management System” means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

“Active Channel” means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

“Inactive Channel” means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency’s third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (**“Channel Services SOW”**). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency’s network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring.** Axon may monitor Agency’s use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of channel services.

7 **Agency’s Responsibilities.** Axon’s successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel

Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

- 7.3** Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 7.4** Ensure all appropriate data backups are performed;
- 7.5** Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 7.6** Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration

- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“ASE”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 2.2 Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

<p>Ongoing System Set-up and Configuration</p> <ul style="list-style-type: none"> • Assisting with assigning cameras and registering docks • Maintaining Agency’s Axon Evidence account • Connecting Agency to “Early Access” programs for new devices
<p>Account Maintenance</p> <ul style="list-style-type: none"> • Conducting on-site training on new features and devices for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
<p>Data Analysis</p> <ul style="list-style-type: none"> • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
<p>Direct Support</p> <ul style="list-style-type: none"> • Providing on-site, tier 1 and tier 2 technical support for Axon devices • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
<p>Agency Advocacy</p> <ul style="list-style-type: none"> • Coordinating bi-annual voice of customer meetings with Axon’s Device Management team • Recording and tracking Agency feature requests and major bugs

- 3 **Regional ASE Scope of Services**
 - 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be

- available by phone and email during regular business hours up to 8 hours per week.
- 3.2** There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3** The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4** **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5** **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

Redaction Services Appendix

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.

- 2 **Agency Responsibilities.**
 - 2.1 **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
 - 2.2 **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.

- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.

- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.

- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.

- 6 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.