



**Town of Surfside
Regular Town Commission Meeting
AGENDA
June 9, 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. Pledge of Allegiance**
 - D. Mayor and Commission Remarks** – Mayor Charles W. Burkett
 - E. Agenda and Order of Business** Additions, deletions and linkages
 - F. Community Notes** – Mayor Charles W. Burkett
- 2. Quasi-Judicial Hearings – N/A**
- 3. Consent Agenda** *(Set for approximately 7:30 p.m.) All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.*
 - A. Minutes** – Sandra N. McCreedy, MMC, Town Clerk **(Pages 1-58)**
 - May 5, 2020 Budget Workshop Meeting Minutes
 - May 12, 2020 Regular Town Commission Meeting Minutes
 - May 14, 2020 Special Town Commission Meeting Minutes
 - May 26, 2020 Special Town Commission Meeting Minutes
 - *B. Town Manager’s Report** – Guillermo Olmedillo, Town Manager **(Pages 59-95)**

- *C. **Town Attorney's Report** – Weiss Serota, Town Attorney **(Pages 96-101)**
- D. **Committee Reports** – Guillermo Olmedillo, Town Manager – ***None at this time***
- E. **2020 Town Meeting Calendar** – Sandra N. McCready, MMC, Town Clerk **(Pages 102)**
- F. **Resolution renaming the Town's Higher Education Scholarships to be called the "Arya Gray Memorial Higher Education Scholarships** – Commissioner Eliana Salzhauer **(Pages 103-104)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, HONORING ARYA GRAY AND DIRECTING THE TOWN MANAGER TO IMPLEMENT CHANGES TO THE TOWN'S SUMMER CAMP AND SCHOLARSHIP PROGRAMS AND INSTALL A MEMORIAL PAVER IN HONOR OF ARYA GRAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Reading Ordinances

- 1. **Planning and Zoning Board Membership Requirements** – Guillermo Olmedillo, Town Manager **(Pages 105-109)**

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.

- 2. **Tourist Board Members Requirements** - Guillermo Olmedillo, Town Manager **(Pages 110-113)**

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.

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

B. First Reading Ordinances

5. Resolutions and Proclamations

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

**A. Combat Hateful Actions COVID-19 Resolution – Vice Mayor Tina Paul
(Pages 114-117)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING A COMMITMENT TO PROTECT THE SAFETY AND WELFARE OF ALL COMMUNITY MEMBERS AND TO COMBAT HATEFUL ACTIONS DUE TO THE COVID-19 HEALTH PANDEMIC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Inclusive/Nondiscriminatory Resolution regarding COVID-19 Hate and Blame – Mayor Charles W. Burkett (Pages 118-120)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING A COMMITMENT TO PROTECT THE SAFETY AND WELFARE OF ALL COMMUNITY MEMBERS AND TO COMBAT HATEFUL ACTIONS DUE TO THE COVID-19 HEALTH PANDEMIC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**C. Police Body-Worn Camera System - Guillermo Olmedillo, Town Manager
(Pages 121-180)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PURCHASE OF A POLICE BODY-WORN CAMERA SYSTEM AND ASSOCIATED HARDWARE, LICENSING AND VIDEO STORAGE SOFTWARE FOR THE POLICE DEPARTMENT FROM AXON ENTERPRISE, INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER, POLICE

CHIEF AND TOWN ATTORNEY TO NEGOTIATE, FINALIZE AND EXECUTE A MASTER SERVICES AND PURCHASING AGREEMENT FOR A FIVE YEAR TERM FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

D. CARES ACT Fund – Guillermo Olmedillo, Town Manager (Pages 181-192)

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING MIAMI-DADE COUNTY MAYOR CARLOS A. GIMENEZ AND THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA TO TRANSFER CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT DIRECT FEDERAL FUNDS RECEIVED BY MIAMI-DADE COUNTY TO THE TOWN OF SURFSIDE AND TO OTHER UNITS OF LOCAL GOVERNMENT WITHIN THE COUNTY BASED ON POPULATION AND RATES OF COVID-19 CASES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

E. FY 2020 Budget Amendment - Guillermo Olmedillo, Town Manager (Pages 193-196)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 6 FOR THE FISCAL YEAR 2020 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Purchase of Additional Sewer Pump – Guillermo Olmedillo, Town Manager (Pages 197-203)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PURCHASE OF A BACK-UP PUMP FOR SANITARY SEWER LIFT STATIONS FROM BARNEY'S PUMPS INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS OR UTILITIES PURCHASE OF EQUIPMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. COVID-19 Anti-Hate Resolution to Include Hispanics and Latinos – Commissioner Nelly Velasquez (Pages 203A – 203D)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING A COMMITMENT TO PROTECT THE SAFETY AND WELFARE OF ALL COMMUNITY MEMBERS AND TO COMBAT HATEFUL ACTIONS DUE TO THE COVID-19 HEALTH PANDEMIC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Good and Welfare/ 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.

7. Town Manager and Town Attorney Reports

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- A. COVID-19 Task Force Update – Mayor, Vice Mayor and Members of the Town Commission**
- B. Brightview Agreement (FKA Luke’s Landscape) Report and Follow up– Staff Report – Guillermo Olmedillo, Town Manager (Item 5Y on 5/26/2020 Agenda) (Pages 204-206)**
- C. Reconsideration of the Installation of Berms on 92nd Street - Vice Mayor Tina Paul**
- D. Miami Christmas Lights – Guillermo Olmedillo, Town Attorney (Item 5TT on 5/26/2020 Agenda) (Pages 207)**
- E. Staffing Hiring Freeze – Commissioner Eliana Salzhauer (Item 5MM on 5/26/2020 Agenda) (Pages 208)**
- F. New Zoning Code- Procedural and Notice Requirements – Mayor Charles W. Burkett**
- G. 92nd St Beach-end Improvements - Mayor Charles W. Burkett (Item 5C on 5/26/2020 Agenda) (Pages 209-225)**
- H. Rope Fencing & Posts-Beachwalk/Hardpack - Mayor Charles W. Burkett**
- I. Develop Capital Improvement Plan (CIP) - Mayor Charles W. Burkett**
- J. 10 Year Water Supply Plan - Mayor Charles W. Burkett**
- K. Various Parks & Recreation Related Events and Initiatives – Mayor Charles W. Burkett**
- L. Building Department File Digitization – Mayor Charles W. Burkett**

- M. Pinzur Communication** – Mayor Charles W. Burkett (*Item 5I on 5/26/2020 Agenda*) (**Pages 226-232**)
- N. Preservation of Eden Project located at 9300 Collins Avenue** - Mayor Charles W. Burkett
- O. Speeding on Collins and Harding** - Mayor Charles W. Burkett
- P. Amending Town Code Section 2-205 Conduct of Meetings; Agenda** – Mayor Charles W. Burkett (*Item 5L on 5/26/2020 Agenda*) (**Pages 233-248**)
- Q. Homeless Contribution by the Town of Surfside of \$100,000** - Mayor Charles W. Burkett
- R. Free (hassle-free) downtown parking for residents** - Mayor Charles W. Burkett
- S. 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 (*Item 5O on 5/26/2020 Agenda*) (**Pages 249-251**)
- T. Records Retention Policy** – Mayor Charles W. Burkett
- U. Regulation of Short-Term Rentals** – Mayor Charles W. Burkett (*Item 5Q on 5/26/2020 Agenda*) (**Pages 252**)
- V. Star Cleaning service (Street Sweeping)** – Mayor Charles W. Burkett
- W. S.M.A.R.T Goals, Quality Control & Quality Assurance** – Commissioner Charles Kesl
- X. Design Review Board Discussion – Staff Report** – Guillermo Olmedillo, Town Manager (*Item 5T on 5/26/2020 Agenda*) (**Pages 253-271**)
- Y. Weiss Serota Contract Follow up – Staff Report** – Guillermo Olmedillo, Town Manager (*Item 5U on 5/26/2020 Agenda*) (**Pages 272-278**)
- Z. Town Pension Benefits for Non-Public Safety Employees** – Mayor Charles W. Burkett (*Item 5V on 5/26/2020 Agenda*) (**Pages 279-353**)
- AA. Additional lighting in the residential area – Staff Report** – Guillermo Olmedillo, Town Manager (*Item 5W on 5/26/2020 Agenda*) (**Pages 354-355**)
- BB. Construction Guidelines for Hurricane Season** – Commissioner Nelly Velasquez
- CC. Lowering of Property Taxes and Water Bills – Staff Report** – Guillermo Olmedillo, Town Manager (*Item 5Z on 5/26/2020 Agenda*) (**Pages 356-393**)
- DD. CGA Contract Follow Up – Staff Report** – Guillermo Olmedillo, Town Manager (*Item 5AA on 5/26/2020 Agenda*) (**Pages 394-408**)

- EE. Discussion Regarding Appointments to Committees and Boards –**
Sandra N. McCready, Town Clerk
- FF. Downtown Lighting RFP –** Mayor Charles W. Burkett
- GG. Undergrounding power lines – Staff Report –** Guillermo Olmedillo, Town Manager *(Item 5EE on 5/26/2020 Agenda)* **(Pages 409-415)**
- HH. Dog Park –** Mayor Charles W. Burkett *(Item 5FF on 5/26/2020 Agenda)* **(Pages 416-417)**
- II. FPL Solar Together Program -** Vice Mayor Tina Paul *(Item 5GG on 5/26/2020 Agenda)* **(Pages 418-421)**
- JJ. Climate Environmental Collective - Revised -** Vice Mayor Tina Paul *(Item 5HH on 5/26/2020 Agenda)* **(Pages 422-423)**
- KK. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission –** Mayor Charles W. Burkett *(Item 5II on 5/26/2020 Agenda)* **(Pages 424-435)**
- LL. How our Zoning Protections Against Over-Development Were Guttled -** Mayor Charles W. Burkett
- MM. Amending Town Code Section 2-233 to Include Non-for-Profit –** Mayor Charles W. Burkett
- NN. Amending Town Code Section 2-237 Business Relationships –** Commissioner Eliana Salzhauer
- OO. Speeding & Stop Sign Running -** Commissioner Eliana Salzhauer
- PP. Surfside Point Lake Subaqueous WM Crossing - Bid Documents –** Guillermo Olmedillo, Town Manager *(Item 5OO on 5/26/2020 Agenda)* **(Pages 436-490)**
- QQ. Beachwalk Trimming- Staff Report –** Guillermo Olmedillo, Town Manager *(Item 5PP on 5/26/2020 Agenda)* **(Pages 491)**
- RR. Pool Deck Lighting for Extended Winter Hours- Staff Report –** Guillermo Olmedillo, Town Manager *(Item 5QQ on 5/26/2020 Agenda)* **(Pages 492)**
- SS. Community Center Second Floor – Staff Report -** Guillermo Olmedillo, Town Manager *(Item 5RR on 5/26/2020 Agenda)* **(Pages 493)**
- TT. Streamline Town Staffing –** Commissioner Eliana Salzhauer *(Item 5SS on 5/26/2020 Agenda)* **(Pages 494-495)**
- UU. Repeal of Ordinance No. 17-1662 Beach Furniture –** Mayor Charles W. Burkett *(Item 5UU on 5/26/2020 Agenda)* **(Pages 496-503)**
- 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 *(Item 5WW on 5/26/2020 Agenda)* **(Pages 504-506)**
- XX. Procurement Expertise –** Commissioner Eliana Salzhauer
- YY. Take Home Vehicles -** Commissioner Eliana Salzhauer
- ZZ. Interlocal Shuttle System Report Update –** Guillermo Olmedillo, Town Manager *(Item 5AAA on 5/26/2020 Agenda)* **(Pages 507-569)**
- AAA. Recent and Significant Increase in Boat, Paddleboard and Kayak Use on Point Lake –** Mayor Charles W. Burkett

BBB. Comparison of 2006 Code to 2020 Code – Staff Report – Guillermo Olmedillo, Town Manager (Pages 570-574)

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. Securing Power Infrastructure: Timely Action Plan for Hurricane Season through accountability now by FPL, ATT and Atlantic Broadband – Commissioner Charles Kesl**

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
- Y. Flooding/Drainage Improvements** – Guillermo Olmedillo,
Town Manager
- Z. Abbott Avenue Drainage Improvements** – Commissioner Nelly Velasquez
- AA. Downtown Surfside Sidewalk Beautification - Plans and Studies** -
Mayor Charles W. Burkett – *Referred to DVAC*

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

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

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

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

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

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



**Town of Surfside
Town Commission Budget Workshop
MINUTES
May 5, 2020
7:00 p.m.**

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

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 7:01 p.m.

B. Roll Call of Members

Town Clerk McCready called the roll with the following members present:

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Nelly Velasquez, Commissioner Eliana Salzhauer and Commissioner Charles Kesl.

Also present were Town Manager Guillermo Olmedillo and Town Attorney Lillian Arango.

C. Opening Prayer by Fr. Sosa

Father Sosa was unable to connect to the Zoom Virtual Budget Meeting to give the opening prayer.

2. FY 2021 Commission Direction Budget Workshop, Discussion and Direction for the FY 2021 Budget– Guillermo Olmedillo, Town Manager

Town Manager Guillermo Olmedillo introduced the item and the procedure of this meeting. He also explained how the process works as well as the Commission's responsibility of establishing and setting the mileage rate.

Town Attorney Arango provided the caveat that this is a Budget Workshop and stated it is a working workshop but no action will be taken. She stated all the Commission can do tonight is give direction to the Finance Director and staff.

Finance Director Greene gave an introduction of the item. He also requested from the Town Commission what their goals would be for the upcoming budget season.

Commissioner Salzhauer thanked Finance Director Greene for his presentation. She stated that what the residents care about is seeing that their money is being put to good use. She also stated she would like to see cleaner streets, cleaning the rain gutters that are clogged, parks to be better lit and cleaner as well as ample lighting in the streets of Surfside.

Commissioner Salzhauer stated that the Town's mileage rate is the lowest it has been and believes the current mileage rate is fine. She also commented on the loss of tourism monies.

Commissioner Kesl stated that it is not certain how the Town's funding will be affected by the COVID-19 pandemic and how it will play out with property taxes in the year ahead. He stated that the regional and local economy will bounce back. He commented on being fiscally prudent and to build the reserve for the future and for the unknown. He commented on the loss of tourism monies due to the pandemic.

Vice Mayor Paul commented on a summary of the budgets she has been involved in the last few years. She stated that once it is placed in the budget, it does not come back to the Commission. She would like the beach raking removed since it was supposed to have been a short-term project.

Commissioner Velasquez commented on the importance of underground wiring. She does believe that they need to have reserves for the future and agrees with the mileage rate being where it is at.

Mayor Burkett spoke regarding the mileage rate, the history, the current reserve and the tax revenue the Town is collecting. He commented on the deficit of the Water Department and spoke regarding the bond payments being laid on the Water Department. He commented on giving the residents relief on their water bill payments. He spoke regarding the water cost the Town of Surfside pays to Miami-Dade County. He stated that residents want an immediate relief on the water bill. He spoke regarding the underground wiring of the power lines. He also stated that he would like a line item to deal with the flooding issues.

Mayor Burkett stated that he wants to make sure that the Town is in a good place. He would like to put in the budget a reasonable amount of money to deal with the flooding problems. He also stated that he would like to see the water bill the residents receive go down. He spoke regarding the comparison of the Town's mileage rate with the mileage rate of Bay Harbour, Bal Harbor and Aventura. He would like to see the mileage rate go down to 4.2 where they were in 2008. He stated that does not believe it will be a great financial impact but will assist in lowering the water bill and helping with the money needed for the undergrounding of the power lines and flooding issues.

Commissioner Salzhauer stated that she does not think they can go anywhere with the mileage rate and the difference is not going to make a huge impact and believes that the residents would like to see the money going into their parks.

Commissioner Salzhauer commented on the organizational chart and would like to move away from the outsourcing, money being spent on consultants and have staffing from the Town do the work. She commented that the number one priority is having the streets cleaner, sewers cleaned, parks need to be redone and spend the money on hiring experienced individuals to do the job. She stated that if the staff is not doing their work then they need to be replaced. She commented on spending the money to get the things done correctly.

Commissioner Salzhauer commented on clarification from Finance Director Greene regarding marking up the costs on the water bills.

Finance Director Greene answered the comments made by Commissioners. He stated 4.4 mill of revenue goes into the water fund with 4.1 mill in expenditures.

Mayor Burkett asked how much the Town is paying Miami-Dade County for the water.

Finance Director Greene stated it is on page 254 of the budget book and stated the cost on the sewer and water expenses and discussed the budget line item.

Mayor Burkett spoke regarding the line item on page 254 on the water and sewer cost. He commented on the cost of the water including maintenance cost.

Mayor Burkett spoke regarding operating expenses, professional services, car allowance, credit card fees, vehicle leasing and staffing cost of public works. He stated that they need to get relief to the people that are paying water bills.

Commissioner Salzhauer stated that the money is being spent.

Mayor Burkett spoke regarding programs that can be addressed and overspending. He believes this is one area that he would like the Finance Director work on to give relief to the residents. He stated the water bills are too high and he needs to see how they can be reduced.

Further discussion took place among the Commission on the cost of water bills and direction was given to the Finance Director to come up with a way to reduce the water bill cost to the residents, reducing the mileage rate and the amount of taxes dollars the Town receives from the County per household.

Finance Director Greene addressed the comments made by the Commission regarding the mileage rate, the payments made to Miami-Dade County and the portion the Town gets from Miami-Dade County.

Commissioner Salzhauer spoke regarding the presentation, the tax bill and how much of the taxes paid through Miami-Dade County go to the Town. The residents want to see an amazing Town.

Vice Mayor Paul stated that they need to look at the programs that are able to be cut and are not necessary and that would help us with the loss revenues. The programs that were mentioned to be removed were as follows:

- Big Belly Solar Trash Cans
- Homeless Trust Contribution
- All professional services budget under Legislative
- Beach raking
- Government Academy
- 305 Climate Action Plan
- Urban Land Institute
- Community Digital Signs
- Kayak Launch Grant
- Pay and Classification Study

Vice Mayor Paul spoke regarding the Fiscal Year 2020 budget and spoke regarding the Government Academy Program and that the Florida League of Cities has an online Government Academy Program that is free and the Town can participate.

Finance Director Greene stated that any monies not spent go back into the reserve account.

Vice Mayor Paul requested an overview of all the programs including staff to get an understanding of each one.

Mayor Burkett requested to cancel all of them and have the Town Manager work with the Commission to prudently spend residents tax dollars.

Vice Mayor Paul stated not to cancel all the programs and see what is working.

Mayor Burkett asked if the monies that where not expended are to be found in the reserves.

Town Manager Guillermo Olmedillo stated it goes into the reserve at the end of the fiscal year.

Finance Director Greene stated that the monies would roll into the reserves unless a budget amendment is done.

Vice Mayor Paul also spoke regarding the Surfside 305 Strategic Climate Action Plan.

Mayor Burkett asked Town Manager Guillermo Olmedillo if those projects have stopped.

Town Manager Guillermo Olmedillo stated that all the projects have not stopped. He stated that the salary of the Sustainability and Resiliency Officer comes out of that fund and if the resiliency officer funding is removed then that employee will be terminated.

Commissioner Velasquez commented on positions being created and hired without consulting with the Commission.

Commissioner Salzhauer commented on figuring out who we need at Town Hall and what positions are needed and believes some have been misdirected. She spoke regarding the Resiliency and Sustainability Officer position and stated that that individual could possibly do multiple functions for the Town including writing press releases.

Commissioner Kesl requested from Finance Director Greene an overview of what they are looking at and the comprehensive costs.

Finance Director Greene spoke regarding the debt issuance, the monies issued and gave an update.

Vice Mayor Paul commented on the Fiscal Year 2020 Budget on the Urban Land Institute project.

Town Manager Guillermo Olmedillo stated that has not occurred and it was approved by the Town Commission.

Vice Mayor Paul would like the Urban Land Institute project removed and asked if it is in the 305 Plan.

Town Manager Guillermo Olmedillo stated that nothing has been done in regards to the Urban Land Institute Project.

Mayor Burkett gave direction with consensus of the Commission to do away with Urban Land Institute (ULI), Surfside 305 Strategic Climate Action and Government Academy.

Commissioner Salzhauer commented on the importance of having procurement personnel and getting rid of several assistants.

Town Manager Guillermo Olmedillo stated that the estimated value by the Miami-Dade County Property Appraiser is June 1 and by July 1 they will have the final numbers and by September they will have the final numbers for the setting of the mileage rate.

Mayor Burkett commented on having finance staff come up with a 10% budget savings at the next commission meeting, present and then ask if the Commission will support any cuts or not.

The Town Commission by consensus gave direction to the administration to come with a cost savings of 10% per department for the next commission meeting.

Commissioner Salzhauer commented on unnecessary staff and believes they are paying employees well and department heads getting free vehicles and possibly doing away with take home cars and car allowance for directors.

Mayor Burkett pointed out to the Town Manager that Commissioner Salzhauer suggested how he could reduce the car allowance situation. He also stated that he would like to see him generally cut the expenses by 10% and look at all the programs and all the items that are in the budget. He stated that the Town Manager and the Finance Director are the ones that have the most knowledge of this budget and he would like to hear from them how they could apply their skills in comparison to last year's budget.

Commissioner Salzhauer commented on the cost of CGA and possibly cutting that cost and using Town staff to do those projects.

Commissioner Kesl spoke regarding the acquisition and going out to bid. He would like to put a word in on the agenda item for the future meeting on quality control and quality assurance and the employee cost.

Further discussion took place among the Commission regarding car allowances for staff.

Vice Mayor Paul commented on having Staff tell them how effective the new hires have been and has it helped things, if not, then why they are spending the money and would like to see an evaluation.

Commissioner Salzhauer commented on the frustration many residents have with the parking staff and many other places have furloughed employees.

Mayor Burkett suggested rebranding the vehicles to be able to be used for several things.

Vice Mayor Paul commented on the amount of parking enforcement employees the Town has in comparison to the monies those employees are bringing into the Town. She stated that she would like to see more cross training of employees and gave an example of possibly parking enforcement could do code enforcement.

Commissioner Salzhauer agrees with the comments made by Vice Mayor Paul.

Mayor Burkett and the Town Commission by consensus gave direction for staff to do rebranding of the vehicles and cross training of certain staff positions.

Commissioner Kesl commented on the lifeguards and stated they have been great during this time.

Commissioner Salzhauer stated that she would like to see full time lifeguards and move towards that instead of so many part-time lifeguards.

Mayor Burkett spoke regarding the Tourist Fund, personnel and expenditures. He asked Finance Director Greene how much of the Tourist Fund has been expended.

Vice Mayor Paul commented on the part-time assistant building official.

Town Manager Guillermo Olmedillo answered Vice Mayor Paul's question.

Vice Mayor Paul asked if he was demoted due to performance.

Town Manager Guillermo Olmedillo stated that it did not have to be a permanent position but would be a building official that could fill in for our Building Official when he is out.

Vice Mayor Paul stated that this does not make sense and it could be a full-time inspector instead of a part-time inspector and could do multiple tasks.

Town Manager Guillermo Olmedillo stated that they reorganized the department to serve the residents better and the inspectors they have in different traits are all part-time..

Commissioner Salzhauer stated that they need to streamline things and look at every department and residents are not happy with the way things are currently. She spoke regarding the Police Department budget and residents do not feel the improvement.

Mayor Burkett stated that they take in 3.3 million dollars and they spend promoting Surfside as a tourist destination \$810,000 (\$70,000 a month) for advertising for such a small town. He would like to direct administration to stop spending this money and determine reprogramming that funding to the tourists that are coming into town. Consensus by the Commission was reached on this direction.

Town Attorney Arango provided the Town Commission the Ordinance on the distribution of Tourism dollars.

Discussion took place regarding the salary and benefits for the Tourist Director as well as the funds being spent.

Vice Mayor Paul spoke regarding 92nd Street ends and nothing has been done. She spoke regarding the trees that line those streets and the trees were removed and would like to see a plan in improving the 92nd Street ends.

Commissioner Salzhauer asked for funds to be put aside for the beaches to be spotless.

Commissioner Kesl commented on educating the community on the operation of the Town through the government academy and believes it's a great idea.

Vice Mayor Paul stated that she did not know there was much interest in that program and the Florida League of Cities has a great program that we can have on our website and if residents are interested then they can reconsider.

Commissioner Salzhauer commented on doing the free program and not spending money on the Town's program. Consensus was reached to remove the Government Academy from the budget.

Mayor Burkett requested clarification on the Classification and Pay Study.

Human Resources Director Slate-McCloud explained what this study entails and stated it was a pay study.

Mayor Burkett requested to remove this from the budget and consensus was reached to remove the Classification and Pay Study from the budget.

Mayor Burkett asked regarding the Paid Parental Leave Program.

Human Resources Director Slate-McCloud explained the Paid Parental Leave Program.

Mayor Burkett asked why it was in the budget this year.

Human Resources Director Slate-McCloud stated that some residents reached out and asked that Surfside participate.

Commissioner Salzhauer agreed that this should take place and they should be part of it.

Commissioner Kesl asked if this has to do with some expansion with COVID-19.

Vice Mayor Paul stated that it was pre COVID-19 and that it has to do with taking care of elderly family members.

Mayor Burkett and the Town Commission reached consensus to leave the Paid Parental Leave Program in the budget.

Mayor Burkett and the Town Commission reached consensus to remove the Surfside 305 Plan from the budget.

Mayor Burkett spoke regarding the new police officer position.

Commissioner Salzhauer stated that they need to deliver the results that the residents need and the reason why they need an additional position.

Vice Mayor Paul stated that she would like to see the improvements the Police Department would have with this new position.

Police Chief Yero answered the questions made by the Commission regarding police staffing.

Commissioner Kesl asked Police Chief Yero regarding staffing of the Police Department and requested for Police Chief Yero to do a 5% to 10% cut of his department.

Vice Mayor Paul supports the Police Department and would only ask for their parking officers to be able to assist the Code Enforcement Department.

Commissioner Salzhauer supports the Police Department and was just asking regarding the staffing on the list and the 85th Anniversary.

Mayor Burkett spoke regarding Parks and Recreation, lifeguards, custodian, painting of the Community Center and the \$300,000 budget that comes out of the Tourist Fund.

Commissioner Kesl commented on that fund and does not know regarding the capital improvement work of the community center and how it can be divided.

Vice Mayor Paul stated that there are a lot of lifeguards and part-time staff but understands it has grown due to children using their programs. She stated that she would not want to cut that department and would like to know why the full-time position is still vacant and would like more cleaning of the center.

Parks and Recreation Director Milian addressed the comments and questions made by Vice Mayor Paul.

Discussion took place regarding the hiring of a Public Works Department employee to take care of the water lines.

Public Works Director Stokes commented that Public Works Department Employee Hector Garcia has worked for the Town for 30 years and is in the DROP Program and they would need to train someone to take his position. He stated that if the Town Commission desires, they could wait another year to fill that position if necessary.

The Town Commission agreed by consensus in giving the Public Works Department what they need in order to assist the residents.

Mayor Burkett discussed the parking officer requested and asked Police Chief Yero to address that question.

Police Chief Yero answered the question made by Mayor Burkett and stated that it all started with the double-parking situation, the police department logistics and stated other duties they do in order to not lose police officers on the streets.

Commissioner Velasquez asked regarding the parking operations manager position.

Police Chief Yero stated that person stays in the office 90% of the time and he runs the Parking Enforcement Section and also handles the property room for the Police Department and backs up the dispatcher.

Commissioner Velasquez asked regarding the administrative aid position.

Police Chief Yero answered that question and stated that person is the assistant to the Chief's administrative assistant.

Commissioner Salzhauer stated that they have enough with parking enforcement and stated that they aren't working as hard as they should be.

Further discussion took place among the Commission and Police Chief Yero regarding staffing and parking enforcement staffing.

The Town Commission reached consensus to keep the additional parking officer position.

Mayor Burkett objects to the additional fixed digital board sign.

The Town Commission reached consensus on removing the additional digital sign, removing the solar panels and kayak launch.

The Town Commission asked regarding the police radios.

Police Chief Yero stated the change in Miami Dade County police radios and the need of keeping up with the standards since Miami-Dade County handles their communications.

Commissioner Velasquez requested the savings be used to purchase body cams for the police officers.

Commissioner Salzhauer asked Finance Director Greene regarding the \$50,000 for the kayak launch.

Finance Director Green answered Commissioner Salzhauer question on the kayak launch.

Commissioner Velasquez asked if they have to wait for the new budget for body cams.

Police Chief Yero stated that it would cost \$125,000 for the body cams.

Mayor Burkett directed the Town Manager Guillermo Olmedillo to add police body cams to the agenda.

The Town Commission by consensus agreed to keep the Biscaya Island Water, police handheld radios, and the garbage trucks to replace the 2005 ones.

Discussion continued regarding expenditures on the list including lobbyist expenditures on the legislative budget.

Finance Director Greene answered the Commission's question regarding different programs made and legislative categories.

Mayor Burkett requested for all Commissioners to be educated on what the role of a lobbyist is before deciding to keep or do away with the lobbyist.

Commissioner Salzhauer asked about the \$74,000 on other grants and aids and if that is being used to pay the lobbyists.

Discussion continued regarding the non-profits donations and the Town Commission agreed by consensus to not give any more monies to the Homeless Trust Fund.

Direction was given to staff to come up with a report with all communication reports and costs entailed.

Commissioner Velasquez asked what the status is on the monies being spent on the 96th Street Park and what is the update on that project.

Town Clerk McCready answered Commissioner Velasquez' question on the 96th Street Park and stated that the opening of the RFQ to select an architectural and design firm will be on May 28, 2020.

Discussion took place regarding the funding to complete the 96th Street Park and consensus was reached to add this to the budget.

Discussion took place on the next budget workshop and when the decision has to be made by the Commission on the mileage rate.

3. Adjournment

A motion was made by Vice Mayor Paul to adjourn the meeting without objection at 10:34 p.m. The motion received a second from Commissioner Kesl. All voted in favor.

Accepted this _____ day of _____, 2020.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES
May 12, 2020
7 p.m.**

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

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 7:04 p.m.

B. Roll Call of Members

Town Clerk McCready called the roll with the following members present:

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Nelly Velasquez, Commissioner Eliana Salzhauer and Commissioner Charles Kesl.

Also present were Town Manager Guillermo Olmedillo and Town Attorney Lillian Arango.

C. Pledge of Allegiance

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

Mayor Burkett commented that he had invited some of the religious leaders in the community to say a prayer for the Town during this difficult time but after discussing it with the Legal Department a determination was made to not have a prayer time during the Town meetings.

Rabbi Aryeh Citron addressed the Commission.

Mayor Burkett stated that all the Boards need to have their appointments made and stated that the application is on the website and has been advertised in the Gazette.

Commissioner Salzhauer spoke regarding the email blast that will be going out with the information on all the boards and committees. She stated that she would like the appointments made soon.

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

Commissioner Salzhauer would like to add an item to the agenda regarding the frequency of these meetings. She suggested that the meetings be every two weeks and not to have any meetings scheduled next week. She also requested to have item 9II moved up to be heard tonight.

Mayor Burkett requested to have item 9II heard after Residents' Comments.

Consensus was reached to add Commissioner Salzhauer's item regarding the frequency of meetings and to move item 9II to be heard after Residents' Comments.

Commissioner Velasquez requested to move item 3KK and item 9MM to be heard after Residents Comments.

Consensus was reached to hear item 3KK and item 9MM after Residents Comments.

Commissioner Kesl asked to amend the motion to add staff leadership.

Commissioner Salzhauer stated that they can move up item 9NN which is streamlining staff.

A motion was made by Commissioner Salzhauer to add a new item regarding the frequency of meetings, move up item 9II, item 9KK, item 9MM, and item 9NN to follow Residents' Comments, seconded by Commissioner Kesl. All voted in favor.

F. Community Notes – Mayor Charles W. Burkett

2. Quasi-Judicial Hearings – N/A

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

A. Minutes – Sandra N. McCreedy, MMC, Town Clerk

- *April 7, 2020 Special Town Commission Meeting Minutes*
- *April 16, 2020 Regular Town Commission Meeting Minutes*
- *April 21, 2020 Special Town Commission Meeting Minutes*

- *April 28, 2020 Special Town Commission Meeting Minutes*
- *May 5, 2020 Budget Workshop Meeting Minutes*

Mayor Burkett asked the process of corrections for minutes.

Town Clerk McCready stated that if they are minor changes, they can be made on the record and minutes still approved. The Commission could also request to bring those minutes back at the next meeting.

Mayor Burkett requested changes made to page 15 of the April 28, 2020 to add the word “wish” to the sentence that reads “to wish make a special exception”.

Mayor Burkett asked on page 4 of the May 5, 2020 meeting minutes on the top line where it states “Vice Mayor Paul stated of programs that were being cut”, he wanted to know which programs were discussed that she wanted to cut. He would like to be specific what programs exactly were discussed to be cut.

Town Clerk McCready clarified that it was the during discussion of various programs that Vice Mayor Paul mentioned the possibility of cutting some of those programs.

Mayor Burkett stated that on page 5, he would like it to be clearer with the cuts on take home vehicles and 10% cut to the budget.

Mayor Burkett stated that on page 10, he questioned where it states adding police body cameras to the agenda.

Town Clerk McCready explained that the item has to come before the Commission at a meeting with the specifics of the purchase.

The May 5, 2020 Budget Meeting Minutes will come back at the next meeting for approval after revisions are made.

A motion was made by Vice Mayor Paul to approve the April 7, 2020 Special Town Commission Meeting Minutes, April 16, 2020 Regular Town Commission Meeting Minutes, April 21, 2020 Special Town Commission Meeting Minutes, and April 28, 2020 Special Town Commission Meeting Minutes, seconded by Commissioner Velasquez. All voted in favor.

***B. Town Manager’s Report** – Guillermo Olmedillo, Town Manager

Town Manager Guillermo Olmedillo advised the Commission regarding Miami Dade County Mayor Gimenez’ decision on the conditions to reopen businesses. He stated that the County will come up with a booklet on how to conduct the reopening of businesses. As soon as it is published, he will convey it to the Town Commission and then the Town Commission can decide to go along with the

County's Order or be more restrictive.

Approved on consent.

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

Approved on consent.

D. Committee Reports – Guillermo Olmedillo, Town Manager

E. 2020 Town Meeting Calendar – Sandra N. McCready, MMC, Town Clerk

Town Commission requested to defer this item to the next meeting in order to be able to review the calendar.

4. Ordinances

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

A. Second Reading Ordinances

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

B. First Reading Ordinances

5. Resolutions and Proclamations

(Set for approximately N/A p.m.) (Note: Depends upon length of Good and Welfare)

6. Good and Welfare/ 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.

The following individuals from the public spoke in Good and Welfare/Public Comments from residents:

Clara Diaz Leal spoke regarding a stop sign behind the Shul and the Pizza Parlor. There is also a sign that says right turn only and she urged all the cars to move to the east to Collins and not push the traffic into the community.

Jeff Rose spoke regarding the Planning and Zoning Board meetings and if those applications that were submitted with the previous Commission would be approved under the old zoning code.

Martha Olchek congratulated the Commission for the hard work they are doing.

She wanted to ask when the Permit Department is going to be open because it has always been a slow process in obtaining permits. She also commented on the street ends and having them done correctly and enforcement.

Arlene Amargos spoke regarding the code of care and home renovations could be included and being able to finish the renovations of their pool.

Commissioner Velasquez addressed the comments made by speaker Clara Diaz Leal and stated that a sign should be placed to alleviate this issue.

Commissioner Kesl addressed the comments made by speaker Clara Diaz Leal. He stated that making a left turn would cause them to cross the traffic and could be dangerous but agrees not to push traffic into the neighborhoods.

Commissioner Salzhauer stated that this is something that needs to be looked at and see its impact.

Town Attorney Arango stated that under the Zoning in Progress that was published those applications would be approved under the current code until the new code is approved.

Mayor Burkett asked Town Manager Olmedillo if the permit department is open for obtaining permits.

Town Manager Olmedillo stated that you can drop applications off and the department is open. He stated that the residents could contact Building Official Prieto if they would like to do it electronically.

Mayor Burkett asked for Town Manager Olmedillo to get with Pinzur in order to place something on the website that the residents could use.

Commissioner Kesl commented on the Town being open and the communication efforts in streamlining the website and phones in Town Hall being answered.

Commissioner Salzhauer commented on the internal and external streamlining of communications in Town.

Town Manager Olmedillo asked Town Attorney Arango on the limitations that were assessed to balconies and that pool decks were not included.

Town Attorney Arango stated that Town Manager Olmedillo is correct.

Commissioner Velasquez commented that she believed any work outside was allowed and now sees that it pertains to vacant buildings but is confused.

Vice Mayor Paul commented that the workers are not to be in common areas of the building and does not see the difference between the pool and balconies as

long as the workers stay away from the common areas.

A motion was made by Vice Mayor Paul include in the Order to expand to all exterior works to condominiums and abide by the strict guidelines of two groups of four (4) workers and avoid the common areas, seconded by Commissioner Velasquez. All voted in favor with Commissioner Salzhauer voting against.

Vice Mayor Paul requested to see the order before it is sent out.

Mayor Burkett closed public comments.

7. Town Manager and Town Attorney Reports

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

8. Unfinished Business and New Business

****NEW ITEM** Frequency of Meetings – Commissioner Salzhauer**

Commissioner Salzhauer stated that the number of meetings does not allow staff to work properly and believes that it needs to give everyone time to work on the items and it does not give staff time to deliver and would consider having a meeting every two weeks instead of weekly.

Commissioner Kesl commented on the item and to him it is a sustainability issue and would like to get it right and needs more time to fully digest the material and make a responsible decision. He stated to have no more than one meeting every two weeks regardless of the type of meeting.

Commissioner Velasquez believes that we need weekly meeting to address the issues.

Vice Mayor Paul commented that it has become a bit much and agrees to not meet next week and to have biweekly meetings and not to have two (2) meetings in one week.

A motion was made by Commissioner Salzhauer to move the meetings to every other week until further notice, seconded by Commissioner Kesl. All voted in favor with Commissioner Velasquez voting against.

9. Mayor, Commission and Staff Communications

A. COVID-19 Task Force Update – Mayor, Vice Mayor and Members of the Town Commission

Commissioner Kesl gave an update on the COVID-19 Task Force. He

gave an update on the Farm Share Food Drive, which will be a drive up, and will be needing volunteers. He thanked the Police Department for the mask distributions. He commented on the Community Center and beach being closed to side on the side of public safety. He spoke regarding the recent spikes on the number of cases locally and statewide. He spoke about the engagement of the residents.

B. COVID Regulations/Beach Path Mask Enforcement – Commissioner Eliana Salzhauer

Commissioner Salzhauer introduced the item and stated that people are not abiding by the rules. She stated that her concern is that as the County keeps opening up, people will not be cooperative with masks and social distancing and feels this needs to be addressed. She stated that the Town needs to figure out how to enforce this as establishments start opening up.

Commissioner Velasquez commented on some of the emails received on the pool issues in condominiums.

Commissioner Kesl stated that they need to keep in mind that there are growing pains and some things will be difficult. He commented on the efforts being made on the beach with the paths and it does require getting used to not only the community doing their part but also the police enforcing it. He discussed having the proper tools for enforcement.

Police Chief Yero commented on the concern of wearing masks that Commissioner Kesl stated. He stated that the majority of Surfside residents are taking the proper action and doing the right thing. As far as enforcement on the path on the right side, he stated people are getting frustrated and they are doing their best. He stated that there have been other issues that the Police have been enforcing like speeding but there is only so much they can do with the staffing they have. He stated that the safest thing to do is for everyone to stay home.

Commissioner Velasquez suggested placing all the information on the website and a constant reminder suggesting people to wear their masks.

Vice Mayor Paul stated that she addressed the email and the County Order mentions the one-way path and Publix is enforcing the masks and is happy that the Police are paying attention to the speeders. She stated that when she was at the walking path, people were without masks and walking at the opposite direction. She feels that it is hard to enforce.

The following individual spoke on the item:
Estelle Hedaya spoke regarding the walking path.

Commissioner Salzhauer addressed the comments made by speaker Estelle Hedaya regarding the use of masks and being courteous of having the path one way.

C. Allocation of Parking Enforcement Resources during COVID-
Commissioner Eliana Salzhauer

Commissioner Salzhauer introduced the item and stated what she has witnessed. She commented on the funding of the Parking Enforcement Department. She would like Finance Director Greene to speak on the cost of having those parking enforcement officers and if there is a way of repurposing those positions to do other things.

Finance Director Greene stated that no full-time employees have been furloughed.

Mayor Burkett asked are we in a deficit on the parking enforcement.

Finance Director Greene stated that the FY20 budget does utilize \$76,000 of reserves for parking resources.

Mayor Burkett stated that Finance Director Greene was not able to answer Commissioner Salzhauer questions due to poor internet connection.

Town Manager Olmedillo stated that Police Chief Yero stated that they had been repurposed.

Vice Mayor Paul asked Town Manager Olmedillo to answer the question of using reserves and if it is due to COVID-19 and is it monies that the Town could get back from FEMA.

Police Chief Yero informed them of the reallocation of personnel and the parking officers are doing several functions. He stated that their functions are from delivering agendas to mask give away, they are crucial to assist the police officers and fill many voids that allow the police officers to do their duties.

Finance Director Greene he stated that there was about \$76,000 for FY20 utilizing reserves and that was partially made up of the cost for a one-time purchase for radios and for one (1) parking enforcement officer.

Further discussion took place among the Commission regarding this item.

D. 92nd St Beach-end Improvements - Mayor Charles W. Burkett

Town Manager Guillermo Olmedillo gave an update on the item.

Vice Mayor Paul stated that monies were allocated and would like to see the plans. She stated that no improvement has been made to that street and it has been neglected for years.

The following individual from the public spoke on the item:
Jeff Rose

Mayor Burkett asked Town Manager Olmedillo when he would have an update.

Town Manager Olmedillo stated that he would have information for them next week.

Commissioner Kesl stated that there needs to be consistency among the entry points.

E. Sidewalk on N 95th St between Abbott and Byron - Mayor Charles W. Burkett

Town Manager Olmedillo gave an update on the item which is to connect the north side of 95th street from Abbott Avenue to Byron Avenue. He spoke regarding the cost and what is less expensive. He stated that there is room to perform this work inhouse which will make it more economic. The only cost would be the concrete needed.

Mayor Burkett asked if this is similar to putting the walkway in Town.

Town Manager Olmedillo stated no it is a traditional sidewalk.

Mayor Burkett stated that he does not know if there is a drawing.

Vice Mayor Paul stated that she does not have an idea of what it looks like and believes it should be brought before the Commission to know what it will look like.

Mayor Burkett asked Town Manager Olmedillo to add it to the list of information that needs to be sent to the Commission.

Further discussion took place among the Commission on the item.

The following individual from the public spoke on the item:
Clara Diaz Leal

A motion was made by Commissioner Velasquez to terminate this item, seconded by Commissioner Kesl. All voted in favor.

- F. Rope Fencing & Posts-Beachwalk/Hardpack - Mayor Charles W. Burkett**
Deferred to the next meeting.
- G. Develop Capital Improvement Plan (CIP) - Mayor Charles W. Burkett**
Deferred to the next meeting.
- H. 10 Year Water Supply Plan - Mayor Charles W. Burkett**
Deferred to the next meeting.
- I. Beach Raking - Mayor Charles W. Burkett**
Deferred to the next meeting.
- J. Community Digital Signs – Mayor Charles W. Burkett**
Deferred to the next meeting.
- K. Government Academy - Mayor Charles W. Burkett**
Deferred to the next meeting.
- L. Various Tourism Related Events, Initiatives, and Destination Marketing - Mayor Charles W. Burkett**
Deferred to the next meeting.
- M. Various Parks & Recreation Related Events and Initiatives – Mayor Charles W. Burkett**
Deferred to the next meeting.
- N. Building Department File Digitization – Mayor Charles W. Burkett**
Deferred to the next meeting.
- O. Classification and Compensation Study – Mayor Charles W. Burkett**
Deferred to the next meeting.
- P. Pinzur Communication – Mayor Charles W. Burkett**
Deferred to the next meeting.

- Q. Preservation of Eden Project located at 9300 Collins Avenue - Mayor Charles W. Burkett**

Deferred to the next meeting.

- R. Speeding on Collins and Harding - Mayor Charles W. Burkett**

Deferred to the next meeting.

- S. Amending Town Code Section 2-205 Conduct of Meetings; Agenda – Mayor Charles W. Burkett**

Deferred to the next meeting.

- T. Homeless Contribution by the Town of Surfside of \$100,000 - Mayor Charles W. Burkett**

Deferred to the next meeting.

- U. Free (hassle-free) downtown parking for residents - Mayor Charles W. Burkett**

Deferred to the next meeting.

- V. 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**

Deferred to the next meeting.

- W. Records Retention Policy – Mayor Charles W. Burkett**

Deferred to the next meeting.

- X. Regulation of Short-Term Rentals – Mayor Charles W. Burkett**

Deferred to the next meeting.

Y. Star Cleaning Service (Street Sweeping) – Mayor Charles W. Burkett

Deferred to the next meeting.

**Z. S.M.A.R.T Goals, Quality Control & Quality Assurance –
Commissioner Charles Kesl**

Deferred to the next meeting.

**AA. Design Review Board Discussion – Staff Report – Guillermo Olmedillo, Town
Manager**

Deferred to the next meeting.

**BB. Weiss Serota Contract Follow up – Staff Report – Guillermo Olmedillo,
Town Manager**

Deferred to the next meeting.

**CC. Town Pension Benefits for Non-Public Safety Employees – Mayor
Charles W. Burkett**

Deferred to the next meeting.

**DD. Additional lighting in the residential area – Staff Report – Guillermo
Olmedillo, Town Manager**

Deferred to the next meeting.

EE. Town Website – Vice Mayor Tina Paul

Deferred to the next meeting.

**FF. Construction Guidelines for Hurricane Season – Commissioner Nelly
Velasquez**

Deferred to the next meeting.

**GG. Brightview Agreement (FKA Luke’s Landscape) Report and Follow
up– Staff Report – Guillermo Olmedillo, Town Manager**

Deferred to the next meeting.

**HH. Lowering of Property Taxes and Water Bills – Staff Report – Guillermo
Olmedillo, Town Manager**

Deferred to the next meeting.

II. CGA Contract Follow Up – Staff Report – Guillermo Olmedillo, Town Manager

Commissioner Salzhauer introduced the item and stated that all the eggs are put into one basket.

She would like their own inhouse planner and move away from having CGA as the only company and the legal department could write the RFP.

Commissioner Kesl spoke regarding the quality of technology that CGA brings and is frightened about the engineering work they have received from CGA. He stated that he feels that IT should be done inhouse. He believes that the Building Department should also be inhouse.

Mayor Burkett stated that this is an item that needs further discussion. He also commented on the cost for the CGA contracts and suggested bidding out all these services and possibly bringing people inhouse if possible.

Commissioner Salzhauer stated that she believes that all the contracts for engineering and planning be done away with and then go out to bid and stated they need a procurement individual to make sure things are done correctly.

Vice Mayor Paul spoke regarding the CGA contract that was done in 2014 and would like to see it competitively bid out. She also spoke regarding the landscaping company contract and engineering contract.

The following individual spoke on the item:

Chris Giordano, Calvin Giordano and Associates (CGA), spoke on the item and the comments made by the Town Commission regarding his company and stated that they will be exiting their contract at the end of their contract term if the Town would not want them to continue to service them.

Further discussion took place among the Commission on the item.

Mayor Burkett stated to look at their contractual obligations and review the contracts, and asked Town Manager Olmedillo to summarize where they are with those contracts in order to decide.

Town Attorney Arango gave clarification and the legal way of doing the RFQ process for an engineering firm.

Further discussion took place on the process of looking into different firms

and for Commissioner Salzhauer to continue to discuss this item with Town Manager Olmedillo and Town Attorney Arango.

JJ. Discussion Regarding Appointments to Committees and Boards – Sandra N. McCready, Town Clerk

Deferred to the next meeting.

KK. Flooding/ Drainage Improvements – Staff Report – Guillermo Olmedillo, Town Manager

Town Manager Guillermo Olmedillo gave an update on the item.

Commissioner Velasquez introduced the item and wanted to get the ball in motion.

The following individual spoke on the item:

Deborah Cimadevilla commented on the issues on the collection of the water and forcing it into 92nd Street and replacing the pipes.

Mayor Burkett addressed the comments made by speaker Deborah Cimadevilla and the meeting he had with Public Works Director Stokes on the item.

Commissioner Velasquez asked Town Attorney Arango to explain which way they would address the item and explain it to the Commission.

Town Attorney Arango explained the two options, design, bid and build or design and build and gave a thorough explanation of both.

Discussion took place among the Town Commission regarding this item.

Public Works Director Stokes responded to comments made by the Town Commission.

Commissioner Velasquez suggested going with the design, bid and build option.

Further discussion took place among the Town Commission on which option would be best.

A motion was made by Commissioner Velasquez to build the berms as suggested by Public Works Director Stokes, seconded Commissioner Salzhauer. All voted in favor.

The following individual from the public spoke:

George Kousoulas

Town Attorney Arango asked Town Manager Olmedillo and Public Works Director Stokes if there is a need for separate engineering firms.

Town Manager Olmedillo addressed the question made by Town Attorney Arango and advised that there is a need due to certain certifications needed.

Further discussion took place among the Commission on the item.

A motion was made by Commissioner Velasquez to move forward with the design, bid, and build option for this project. The motion died for lack of a second.

Mayor Burkett stated that he will work with Deborah Cimadevilla. He requested to leave this item on the agenda and to place it at the top of the agenda.

Commissioner Salzhauer asked Town Clerk McCready to send the link for the video of the meeting that this issue was discussed.

Public speaker Deborah Cimadevilla spoke on the item and its importance to move this item forward.

A motion was made by Commissioner Velasquez to have Town Manager Olmedillo to determine if an engineering firm can produce those documents and possibly putting it out to bid. She stated that if it is found to be adequate, the Town Manager should bring it back to the next meeting, seconded by Vice Mayor Paul. All voted in favor with Commissioner Salzhauer voting no.

LL. Downtown Lighting RFP – Mayor Charles W. Burkett

Deferred to the next meeting.

MM. Undergrounding power lines – Staff Report – Guillermo Olmedillo, Town Manager

Commissioner Velasquez introduced the item and the situation of the undergrounding of power lines and stated that at least 80% of the residents would like the power lines underground. She also asked how much it would cost and the consequences.

Mayor Burkett stated that the Commission needs to put a cost estimate of how much it will cost and place it on the November ballot and have the voters decide.

Commissioner Salzhauer stated that they should have a separate workshop on this item.

Commissioner Kesl commented on the item and feels there are challenges and high costs for this item.

Further discussion took place among the Commission on the item.

Mayor Burkett asked Town Manager Olmedillo to gather all of the information in order to discuss this further.

Commissioner Salzhauer stated that there should be a workshop to see the pros and cons of the item.

Mayor Burkett requested Town Clerk McCready obtain a cost estimate from the Department of Elections on the cost for two (2) questions to be placed on the November 3, 2020 election ballot.

NN. Streamline Town Staffing – Commissioner Eliana Salzhauer

Mayor Burkett combined this item with Commissioner Kesl's item regarding staffing.

Commissioner Salzhauer introduced the item and stated that some residents are not able to get responses from Town staff. She stated that they want people that want to do their job. She requested an organizational chart and she went through the organizational chart. She spoke about the outsourcing of areas in the Town and some of their departments. She believes that those positions should be Town staff and not outsourced. She suggested looking at what is being outsourced and what can be done inhouse and streamlined.

Commissioner Salzhauer spoke about streamlining the communications department and make it work better because the current model is not working and this needs to be a priority.

Commissioner Kesl agrees with Commissioner Salzhauer's comments. He stated that there is a lot of confusion and inefficiencies with the outsourcing. He would like to add another layer to this issue.

Commissioner Kesl stated that he spoke with Town Manager Olmedillo about if he is the right person to be Town Manager at this time. He also spoke regarding the Town Attorney position and if that person is best for us. He stated that the Town Attorney and Town Manager have a lot of demands.

Vice Mayor Paul stated that as Commissioners the most important thing they do is to appoint the Town Manager and Town Attorney. She spoke regarding the review of the Town Manager and there being room for improvement and do a better job of streamlining the Town Staff.

The following individual spoke on the item:

George Kousoulas spoke regarding bringing inhouse the planning functions and stated that one must be careful and it has nothing to do with CGA or Ms. Sinatra as a Planner but it has to do with the economy and smaller towns do outsource those functions.

Clara Diaz Leal stated that everyone is going around in circles. She does not believe it is a good idea changing the wings on a plane while they are flying. She stated that the Town Manager is great and knows what he needs to do. If they have an issue with a third party than address that. She stated our Town Attorney has been on the spot and done everything she has been asked to do. It took forever to find a good Town Manager that knows the job and has institutional knowledge of the Town.

Jeff Rose agrees with the comments made by George Kousoulas and Clara Diaz Leal and believes that everyone has stepped up to the plate and they should keep the Town Manager and Town Attorney.

Commissioner Salzhauer spoke about reorganization and cleaning things up. She does not have the level of trust with the information she is getting. She also spoke about the ramification and feels that they need to get the right people in place that they can trust.

Commissioner Velasquez stated that she would like an administration that will be clear and give a clear direction of where they should be.

Commissioner Kesl thanked the public speakers for their comments and addressed the comments made by the public. He stated that the Commission chose the Town Manager and they should not be micromanaging employees. It is the Town Manager leading the game.

Vice Mayor Paul stated that there was a freeze on the hiring of an Assistant Town Manager and possibly this position might need to be filled and the Commission choose who that individual would be.

Further discussion took place among the Commission regarding this item and the hiring of an Assistant Town Manager.

The following individuals from the public spoke on the item:

Diana Gonzalez
Ellen Abramson

Commissioner Velasquez addressed the comment made by speaker Diana Gonzalez.

Mayor Burkett commented on the attitude of the front desk employees and knows the Town Manager has been made aware of this.

A motion was made by Commissioner Salzhauer to start a search to fill the position of Assistant Town Manager, seconded by Commissioner Kesl. Commissioner Kesl withdrew his second. Motion dies for lack of a second.

A motion was made to bring in an Assistant Town Manager who is on the same wave length and start the process of hiring with the Commission making the selection, as stated by Town Attorney Arango, if Town Manager Olmedillo agrees to have the Commission make the selection since this position falls under the hiring authority of the Town Manager, seconded by Vice Mayor Paul. Motion failed with the following votes: Commissioner Kesl, Commissioner Velasquez and Mayor Burkett voted against and Commissioner Salzhauer and Vice Mayor Paul voting yes.

Mayor Burkett asked to put the discussion of hiring an Assistant Town Manager position on the next meeting agenda which is in two weeks.

The following individual from the public spoke on the item:
George Kousoulas spoke regarding the transfer from one zoning code and the other.

Commissioner Salzhauer directed Town Manager Olmedillo to have a plan on bringing the engineering, planning and IT department in house.

Mayor Burkett suggested to have Commissioner Salzhauer speak to the Town Manager regarding that request.

OO. Dog Park – Mayor Charles W. Burkett

Deferred to the next meeting.

PP. FPL Solar Together Program - Vice Mayor Tina Paul

Deferred to the next meeting.

QQ. Climate Environmental Collective - Revised - Vice Mayor Tina Paul

Deferred to the next meeting.

RR. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission – Mayor Charles W. Burkett

Deferred to the next meeting.

SS. How our Zoning Protections Against Over-Development Were Guttled - Mayor Charles W. Burkett

Deferred to the next meeting.

TT. Amending Town Code Section 2-233 to Include Non-for-Profit – Mayor Charles W. Burkett

Deferred to the next meeting.

UU. Amending Town Code Section 2-237 Business Relationships – Commissioner Eliana Salzhauer

Deferred to the next meeting.

VV. Staffing Hiring Freeze - Commissioner Eliana Salzhauer

Deferred to the next meeting.

WW. Speeding & Stop Sign Running - Commissioner Eliana Salzhauer

Deferred to the next meeting.

XX. Police Body Cameras – Commissioner Nelly Velasquez

Deferred to the next meeting.

YY. Surfside Point Lake Subaqueous WM Crossing - Bid Documents – Guillermo Olmedillo, Town Manager

Deferred to the next meeting.

ZZ. Beachwalk Trimming- Staff Report – Guillermo Olmedillo, Town Manager

Deferred to the next meeting.

AAA. Pool Deck Lighting for Extended Winter Hours- Staff Report – Guillermo Olmedillo, Town Manager

Deferred to the next meeting.

**BBB. Community Center Second Floor – Staff Report - Guillermo Olmedillo,
Town Manager**

Deferred to the next meeting.

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

- A. Designated (Painted) Walking Areas in the Residential District -
Mayor Charles W. Burkett**

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 65 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]**

10. Adjournment

A motion was made by Commissioner Velasquez, to adjourn the meeting without objection at 11:32 p.m. The motion received a second from Commissioner Kesl. All voted in favor.

Accepted this _____ day of _____, 2020.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
MINUTES
May 14, 2020
7 p.m.**

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

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 7:04 p.m.

B. Roll Call of Members

Town Clerk McCreedy called the roll with the following members present:

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Nelly Velasquez, Commissioner Eliana Salzhauer and Commissioner Charles Kesl.

Also present were Town Manager Guillermo Olmedillo and Town Attorney Lillian Arango.

2. Discussion Items

A. Proposed Charter Amendment - Mayor Charles W. Burkett

Mayor Burkett introduced the item and read his statement into the record.

Commissioner Salzhauer commented that many people talking tonight stated that she would like for everyone to be very upfront with their comments and be an honest dialogue.

Commissioner Kesl commented on the Town Charter and how it empowers the rights of the residents in approving the zoning code and restoring the integrity of the zoning code.

Vice Mayor Paul read her statement into the record.

Commissioner Salzhauer stated that under the prior Commission there was much misinformation out there and the health, safety and welfare of the community is what is most important.

Town Attorney Arango clarified for the record that item 2G should read ordinances adopted from 2008 to the present.

The following individuals from the public spoke on the item:

Ellen Abramson spoke regarding the undergrounding of powerlines

Jeff Rose spoke regarding the old code and current code and its impacts

Matthew Barnes spoke as a representative of the Marriott Hotel and their primary concern is to protect their investment and the changes to the zoning code.

George Kousoulas spoke regarding improving the zoning code. He also spoke regarding understanding the chronology of the changes to the code.

Lindsay Lecour spoke regarding her chairing the Planning and Zoning Board for the past 9 years and is perplexed with the current code and shared some of her comments on the history of the zoning code.

Anthony Blane spoke regarding the Marriott and how it occurred and single-family homes.

Sharone Hackmon spoke regarding this item and having to stop the renovations of his house due to not having a Planning and Zoning Board meeting and the current code and its setbacks.

Mayor Burkett addressed the comments made by speaker George Kousoulas on the history of the code and gave speaker George Kousoulas an additional three minutes.

Commissioner Salzhauer asked speaker Lindsay Lecour why building lengths were left out and the meeting that the Town raised that issue and feels that was a terrible oversight. She asked how no one from Planning and Zoning caught that oversight.

Speaker Lindsay Lecour stated she could not answer that because she does not know the chronology of the changes to the code. She stated that was one of the first things Commissioner Karukin brought up. She stated that they did vote to limit certain lengths.

Commissioner Kesl commented on zoning changes going to referendum and this is an exploratory journey.

Mayor Burkett closed the public portion of the meeting.

Mayor Burkett stated that Planning and Zoning Attorney Edward Martos would be available to answer any questions.

Vice Mayor Paul commented on the Marriott and when it was addressed.

Mayor Burkett commented on a conversation he had with the Town Planner and the zoning code and provisions made.

Commissioner Salzhauer believes that they need to address the issue that no one is a zoning expert and they need experts to guide us through this process and believes the Town needs its own in-house Town Planner.

Commissioner Velasquez agrees with Commissioner Salzhauer and believes they need to trust the individuals they have working for the Town.

Commissioner Kesi commented on changes that are beneficial to development projects and building lengths that are in the best interest of the community.

Mayor Burkett stated that as elected officials they have to make the ultimate decision and possibly bring in an outside consultant to assist. He stated that there were great lengths taken to make these changes to the zoning code. He commented on the zoning code and its history.

Commissioner Kesi commented on the previous impacts flooding is having in the Town.

Vice Mayor Paul commented on her notes from item 2b from agenda on the April 14, 2020 meeting and retaining the character of the neighborhood and the building and prioritize what is the most important issues they would like to address.

Mayor Burkett addressed the comments made by Vice Mayor Paul.

Commissioner Salzhauer commented on the first step is dismissing CGA and bringing in their own Town Planner.

Mayor Burkett addressed Commissioner Salzhauer's comments on bringing in a Town Planner.

Vice Mayor Paul suggested when looking for a Town Planner to also consider an individual or a firm that can perform those duties.

Town Attorney Arango stated that planning services can be asked for an inhouse position and also as outside services.

A motion was made by Commissioner Salzhauer to have Town Manager Olmedillo go out and look for an inhouse Town Planner and for that individual be an expert in small town development and historic preservation and have beach experience as well as possibly looking for a firm and have a job description sent out. Motion seconded Commissioner Kesi. All voted in favor.

The following individuals spoke on the topic:

Jeff Rose spoke regarding the Commission wait for the new Town Planner before they vote on anything.

George Kouslouas spoke on the single-family residence.

Commissioner Salzhauer spoke regarding the future land use and addressing that issue.

Commissioner Kesl commented on the item and would like to see a broader interpretation on intensity in the charter.

Commissioner Velasquez stated that she agrees with Commissioner Kesl and believes that the language needs to be specific and have a better interpretation of the code.

Vice Mayor Paul asked when the next comprehensive plan will be done and when will the changes to the comprehensive plan be done and provided.

Town Manager Olmedillo stated that the Commission can amend the comprehensive plan as many times as they would like.

Commissioner Salzhauer commented on loopholes in the current code and those loopholes need to be closed.

Mayor Burkett addressed the comments made by Commissioner Salzhauer.

James Hickey, CGA Town Planner, addressed the comments made by the Town Commission.

Town Manager Olmedillo requested the Town Commission to submit to the Town Attorney what areas they would like to be fixed and he will place it into a form that will assist the Commission.

Further discussion took place among the Town Commission on the loopholes in the current zoning code and variances that have taken place and buildings that are built should have their own parking.

Mayor Burkett spoke regarding the Pension Meeting that will be held tomorrow and is uncomfortable with this meeting.

Town Attorney Arango stated that because it is a special meeting that is noticed for requirements under law, they cannot discuss the item of the pension board.

Commissioner Velasquez commented on the pension board meeting and it should be addressed and voted by and placed on the ballot and have residents approve or disapprove.

Further discussion took place regarding the pension board members.

Commissioner Salzhauer inquired what the next step will be regarding the Zoning Code.

Mayor Burkett stated that once the Town has a Planner in place, a workshop will be schedule to discuss the Zoning Code.

- B. Comparison of Code 2006 to 2020 – Guillermo Olmedillo, Town Manager**
- C. Ordinance No. 08-1491 (May 13, 2008) Adopting New Chapter 90 Zoning Code and Adopting Official Town Zoning Map for all Districts, with adopted replacement of Ch. 90 attached as Exhibit “A” and Zoning Map.**
- D. Ordinance No. 10-1558 (August 10, 2010) Adopting New Chapter 90 Zoning Code and Adopting Official Town Zoning Map for all Districts (Re-adoption of 2008 Ordinance).**
- E. Comparative Table of Zoning Ordinances Adopted after 5/13/2008 to the present.**
- F. Zoning Map from 2006 and Future Land Use Map 1996.**

3. Public Comments

4. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 8:37 p.m. The motion received a second from Commissioner Kesl. All voted in favor.

Accepted this _____ day of _____, 2020.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



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

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

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 7:01 p.m.

B. Roll Call of Members

Town Clerk McCready called the roll with the following members present:

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Nelly Velasquez, Commissioner Eliana Salzhauer and Commissioner Charles Kesl.

Also present were Town Manager Guillermo Olmedillo, Town Attorney Lillian Arango and Town Planning Attorney Edward Martos.

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

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

Commissioner Salzhauer would like to move up item 5XX.

Mayor Burkett stated that there needs to be a legitimate reason to move items up in the future.

Commissioner Kesl stated that Surfside has a flood watch. He commented on the flooding issue in Surfside and how the welfare and safety of the Town is top priority.

Commissioner Velasquez would like to discuss the Abbott Avenue drainage before discussing any other items due to the severity of the flooding situation.

Commissioner Velasquez made a motion to discuss the Abbott Avenue drainage

and to reconsider the berm on 92nd Street that was decided on in the last meeting to be heard before the COVID item, seconded by Vice Mayor Paul. All voted in favor.

Commissioner Salzhauer spoke regarding item 5XX which is about a young Surfside resident that passed away and in order to keep her memory alive she suggested having a scholarship named after her.

Commissioner Salzhauer made a motion to move up item 5XX, seconded by Vice Mayor Paul. All voted in favor.

Town Manager Olmedillo would like to move up Items 5R, 5AA, 5TT, 5MM and gave the reasoning why he would like these items moved up.

Commissioner Velasquez commented on the street sweeper and the fact that the streets are still not being cleaned.

Commissioner Kesl stated that the issue with the street sweeper is them having to go around the parked vehicles. He also stated that he is not happy with this vendor and would like to look for a different vendor.

Commissioner Salzhauer would like to make sure that the streets and storm drains are clean and free from debris.

Vice Mayor Paul was unaware that the street sweeping contract was suspended and believes that maybe we need a stronger machine.

A motion was made by Vice Mayor Paul to move up item 5R, seconded by Commissioner Velasquez. All voted in favor.

A motion was made by Commissioner Velasquez to move up item 5TT, seconded by Vice Mayor Paul. All voted in favor.

Town Manager Olmedillo gave an update regarding item 5MM.

A motion was made by Commissioner Kesl to move up item 5MM, seconded by Vice Mayor Paul. All voted in favor.

Town Manager Olmedillo stated that he had a request from Miami-Dade County Commissioner Sally Heyman for the residents to complete the census.

Mayor Burkett asked Town Manager Olmedillo if the RFP was put out for the position of Town Manager.

Town Manager Olmedillo stated that it has not been done.

Mayor Burkett spoke regarding the need to have this RFP issued and the necessity

of possibly naming someone internal to be acting Town Manager and believes that is something that needs to be done.

Commissioner Velasquez asked to have this RFP out in order to have someone new.

Commissioner Kesl stated that Police Chief Yero has functioned as acting Town Manager and he has faith in him if the need arises.

Commissioner Salzhauer stated that they could also bring in as interim someone from the outside or hire an Assistant Town Manager while they find someone permanently from the outside.

Further discussion took place among the Town Commission on having an interim Town Manager position while they look outside for a permanent Town Manager and possibly using Finance Director Greene as an interim Town Manager.

Town Attorney Arango stated that Mr. Greene's position would be interim Assistant Town Manager since Town Manager Olmedillo is still here until the end of his agreement.

A motion was made by Commissioner Kesl to appoint Finance Director Greene as Interim Assistant Town Manager until Town Manager Olmedillo's term of employment expires and then he steps into the position of Interim Town Manager without any change in pay, seconded by Vice Mayor Paul. All voted in favor.

Mayor Burkett asked Finance Director Greene if he would like to comment.

Finance Director Greene stated that he would assist in any way needed.

Mayor Burkett stated that they need an RFP for the Town Manager position.

Town Manager Olmedillo stated that there is an ad prepared from a head hunter firm the Town previously used and if they can use the same template.

Mayor Burkett asked Town Attorney Arango to work with Town Clerk McCready in preparing the ad.

Town Attorney Arango stated that they do not need an RFP, they just need an ad for professional services.

Mayor Burkett asked the Town Clerk McCready to work on that advertisement.

Town Clerk McCready stated that she will work with the Human Resources Director.

Discussion took place among the Town Commission and Town Manager Olmedillo

regarding the position of Town Planner and the job description for that position.

A motion was made by Commissioner Kesl to have Town Manager Olmedillo advertise the position of Town Manager once the Commission has agreed to the ad, seconded by Commissioner Velasquez. All voted in favor.

2. Resolutions

A. Resolution to Combat Anti-Hate during COVID-19 – Vice Mayor Tina Paul

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.

Town Clerk McCready read the title into the record.

Vice Mayor Paul introduced the item.

Commissioner Kesl commented on the item and thanked Vice Mayor Paul for placing this on the agenda and supports the item.

Commissioner Velasquez would also like to include other ethnic groups including Hispanics and it should address all residents.

Commissioner Salzhauer is in support of the item and that this should exist during all times not only during the pandemic.

Mayor Burkett commented on changes that should be made to the whereas clauses in the resolution.

Further discussion took place among the Town Commission regarding the language of the resolution and who are being discriminated against and how to make it more inclusive.

A motion was made by Vice Mayor Paul to approve the resolution as written above, there being no second, the motion died for lack of a second.

Vice Mayor Paul withdrew her motion. No further action was taken.

B. Property Appraiser Exemption of Certain Personal Information – Guillermo Olmedillo, Town Manager

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

Town Clerk McCready read the title into the record.

Town Manager Olmedillo introduced the item.

A motion was made by Commissioner Salzhauer to approve the Resolution, seconded by Commissioner Kesl. All voted in favor.

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

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

Town Clerk McCready read the title into the record.

Commissioner Salzhauer commented on the item and would like the Police Chief to weigh in on this item.

Police Chief Yero does agree with the resolution.

A motion was made by Commissioner Salzhauer to approve the Resolution, seconded by Commissioner Kesl. All voted in favor with Vice Mayor Paul absent from the roll call.

D. FY 2020 Budget Amendment - Guillermo Olmedillo, Town Manager

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.

Town Clerk McCready read the title into the record.

Town Manager Olmedillo introduced the item and the movement of the funds are for the 96th Street Park and the body worn cameras.

Vice Mayor Paul asked if they would be voting on the body worn cameras again and could the capital improvement funds be divided.

Mayor Burkett stated that the body worn cameras were already voted on.

A motion was made by Commissioner Velasquez to approve the Resolution, seconded by Commissioner Salzhauer. All voted in favor.

3. Ordinances

A. Planning and Zoning Board Membership Requirements – Guillermo Olmedillo, Town Manager

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.

Town Clerk McCready read the title into the record.

Town Manager Olmedillo introduced the item.

Vice Mayor Paul stated that on page 49 that a Board member and an alternate have sustainability experience.

Commissioner Salzhauer stated that they should change it to only 1 member needing to have resiliency experience.

Mayor Burkett requested Town Attorney Arango to make certain changes to the Ordinance.

Town Attorney Arango reiterated the changes to be made to the Ordinance for second reading.

Further discussion took place among the Town Commission and staff regarding the Board members and their requirements.

A motion was made by Commissioner Salzhauer to approve the Ordinance on first reading as amended, seconded by Commissioner Velasquez. All voted in favor with Mayor Burkett voting against.

B. Tourist Board Members Requirements - Guillermo Olmedillo, Town Manager

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.

Town Clerk McCready read the title into the record.

Commissioner Kesl commented on the broadness of the “tourism related activity” language.

Further discussion took place among the Town Commission regarding if there was a need for a Tourism Department and a Tourism Director. The Town Commission also stated that they need to take a good look at the Tourism Board and how the monies are being spent.

Commissioner Kesl stated that the language regarding the qualifications should state “preferred” instead of “required”.

A motion was made by Vice Mayor Paul to approve the Ordinance on first reading as amended, seconded by Commissioner Salzhauer. All voted in favor with Commissioner Velasquez voting no.

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.

The following individuals from the public spoke:

Jeff Platt spoke regarding the Commission's work.

Alicia Boymelgreen would like to know when access to the canals will reopen.

Adam Ohayon spoke regarding remodeling of his apartment and the closure of construction and he would like to know when he will be able to finish the work at his home.

Steven Dunn spoke regarding the restriction on commercial construction.

Carolyn Porter spoke regarding 9481 Bay Drive, the flooding and reopening all construction back up.

Jeff Rose spoke regarding construction on single family homes and the Shul with a full crew and when will we be having in person Commission meetings.

George Kousoulas spoke regarding the Shul construction.

Yoann Andrew spoke regarding construction.

Mandy Davenport spoke regarding hurricane season and the flooding on Carlyle and drains being blocked by leaves and the ban on leaf blowers.

Claudia Allouche spoke regarding the concern of flooding.

Joseph Givner spoke regarding construction of the Shul and the harm that the construction restriction is causing on the Shul.

Mayor Burkett closed public comments.

Mayor Burkett addressed the comments made by speaker Boymelgreen.

Commissioner Salzhauer addressed the comments made by speaker Boymelgreen.

Commissioner Kesl addressed the comments made by speaker Boymelgreen.

Vice Mayor Paul commented on emails she received regarding the street ends, commercial boats picking people up and others cleaning fish.

Town Attorney Arango stated that it is under the Commission's control to open those street ends.

Commissioner Salzhauer asked what the residents are allowed to do with the street ends.

A motion was made by Commissioner Velasquez to reopen the street ends, seconded by Commissioner Kesl. All voted in favor.

Commissioner Salzhauer asked what is allowed and the liability involved.

Mayor Burkett stated that Town Attorney Arango stated that they have police powers

to enforce it.

Town Manager Olmedillo stated that it is a public right of way and the concerns are possible accidents.

Commissioner Velasquez spoke regarding putting fencing around the street ends.

Commissioner Salzhauer commented on having it open and stated that 96th Street Park is not a place for a launch.

Further discussion took place among the Town Commission regarding the launch and fishing off the street ends and looking at options to facilitate and ease access for a kayak launch.

The Commission requested Town Attorney Arango prepare a memo of what is legally allowable on the street ends.

Town Attorney Arango stated that fishing is prohibited.

Commissioner Velasquez stated that she agrees with allowing construction and leave it up to each condominium's association to enforce. She stated that the power should be given to each HOA and coordinating with the HOA.

Commissioner Salzhauer commented on speaker Ohayon's comments and she believes that individuals need a safe space and by allowing workers there it is making their space unsafe.

Commissioner Kesl spoke regarding the numbers of COVID-19 and the work the Task Force has been doing.

Vice Mayor Paul stated that she agrees with Commissioner Salzhauer and unless there is a plan in place to leave it up to the HOA.

Further discussion took place among the Town Commission regarding the item and construction being allowed as well as the HOA's involvement.

A motion was made by Commissioner Kesl to follow Miami-Dade County's regulations but leave the discretion up to the HOA to allow or disallow construction, have them provide a letter to the Town and be on a case by case basis as well as having the HOA sign the pledge. There was no second to the motion. The motion failed due to lack of a second.

Commissioner Velasquez asked Building Official Prieto how many commercial properties there are.

Commissioner Velasquez proposed to open construction to commercial properties with the same restrictions that the residential properties have and have it authorized by the association.

Vice Mayor Paul stated that it would be helpful for Building Official Prieto to provide his recommendations and have him oversee it and report back to the Commission.

Further discussion took place among the Commission regarding restrictions on construction on the condominiums.

Building Official Prieto addressed comments made by the Town Commission.

Vice Mayor Paul requested Building Official Prieto come up with a plan that would keep everyone safe.

Town Attorney Arango commented on the Emergency Order on construction that would need to be amended.

Mayor Burkett suggested to place the item of construction on the next agenda.

Commissioner Velasquez addressed the comments made by the public speakers regarding construction.

Vice Mayor Paul commented on having Building Official Prieto handle the construction issue.

A motion was made by Vice Mayor Paul to have Building Official Prieto come up with a plan for those who are requesting to continue construction and bring it back at the June 9, 2020 Commission Meeting and to give Building Official Prieto the resources he needs, seconded by Commissioner Kesl. All voted in favor.

5. Mayor, Commission and Staff Communications

A. COVID-19 Task Force Update – Mayor, Vice Mayor and Members of the Town Commission

Deferred to next meeting.

B. New Zoning Code- Procedural and Notice Requirements – Mayor Charles W. Burkett

Deferred to next meeting.

C. 92nd St Beach-end Improvements - Mayor Charles W. Burkett

Deferred to next meeting.

- D. Rope Fencing & Posts-Beachwalk/Hardpack - Mayor Charles W. Burkett**
Deferred to next meeting.
- E. Develop Capital Improvement Plan (CIP) - Mayor Charles W. Burkett**
Deferred to next meeting.
- F. 10 Year Water Supply Plan - Mayor Charles W. Burkett**
Deferred to next meeting.
- G. Various Parks & Recreation Related Events and Initiatives – Mayor Charles W. Burkett**
Deferred to next meeting.
- H. Building Department File Digitization – Mayor Charles W. Burkett**
Deferred to next meeting.
- I. Pinzur Communication – Mayor Charles W. Burkett**
Deferred to next meeting.
- J. Preservation of Eden Project located at 9300 Collins Avenue - Mayor Charles W. Burkett**
Deferred to next meeting.
- K. Speeding on Collins and Harding - Mayor Charles W. Burkett**
Deferred to next meeting.
- L. Amending Town Code Section 2-205 Conduct of Meetings; Agenda – Mayor Charles W. Burkett**
Deferred to next meeting.

- M. Homeless Contribution by the Town of Surfside of \$100,000 - Mayor Charles W. Burkett**

Deferred to next meeting.

- N. Free (hassle-free) downtown parking for residents - Mayor Charles W. Burkett**

Deferred to next meeting.

- 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**

Deferred to next meeting.

- P. Records Retention Policy – Mayor Charles W. Burkett**

Deferred to next meeting.

- Q. Regulation of Short-Term Rentals – Mayor Charles W. Burkett**

Deferred to next meeting.

- R. Star Cleaning service (Street Sweeping) – Mayor Charles W. Burkett**

Deferred to next meeting.

- S. S.M.A.R.T Goals, Quality Control & Quality Assurance – Commissioner Charles Kesl**

Deferred to next meeting.

- T. Design Review Board Discussion – Staff Report – Guillermo Olmedillo, Town Manager**

Deferred to next meeting.

- U. Weiss Serota Contract Follow up – Staff Report –** Guillermo Olmedillo,
Town Manager

Deferred to next meeting.

- V. Town Pension Benefits for Non-Public Safety Employees –** Mayor Charles
W. Burkett

Deferred to next meeting.

- W. Additional lighting in the residential area – Staff Report –** Guillermo
Olmedillo, Town Manager

Deferred to next meeting.

- X. Construction Guidelines for Hurricane Season –** Commissioner Nelly
Velasquez

Deferred to next meeting.

- Y. Brightview Agreement (FKA Luke’s Landscape) Report and Follow up–**
Staff Report – Guillermo Olmedillo, Town Manager

Deferred to next meeting.

- Z. Lowering of Property Taxes and Water Bills – Staff Report –** Guillermo
Olmedillo, Town Manager

Deferred to next meeting.

- AA. CGA Contract Follow Up – Staff Report –** Guillermo Olmedillo, Town
Manager

Deferred to next meeting.

BB. Discussion Regarding Appointments to Committees and Boards –
Sandra N. McCready, Town Clerk

Deferred to next meeting.

CC. Flooding/ Drainage Improvements – Staff Report – Guillermo
Olmedillo, Town Manager

Commissioner Velasquez introduced the item and stated her concern with the flooding and would like to issue an RFP for the Abbott Avenue flooding.

Commissioner Salzhauer stated she was not happy with the solutions provided by CGA and would like to have other areas in Surfside that are also flooding included in the RFP.

Vice Mayor Paul stated that this is a very important issue and believes that placing a berm on 92nd street will bring more hardship and suggested reconsidering the berm on 92nd street and referred to page 222, number 5.

Further discussion took place among the Town Commission regarding the different options.

The following individuals from the public spoke on the item:

Debbie Cimadevilla
George Kousoulas
Ruben Bravo
Adrian Chavez
Clara Diaz Leal

Commissioner Velasquez addressed comments made by the speakers.

Commissioner Salzhauer addressed comments made by the speakers and would like to put out an RFP to have this taken care of.

Vice Mayor Paul addressed comments made by the residents and the different priority issues. She suggested preparing an RFQ and make Abbott a priority project.

Further discussion among the Town Commission took place on the drainage issues.

Public Works Director Stokes stated that all the drains are cleaned after each rain event and the issue is after hours they will not be able to clean them until the next morning.

Further discussion took place regarding putting out an RFP for engineering services.

Commissioner Salzhauer asked if they could have some proposals at the next meeting.

Town Manager Olmedillo gave his suggestions on possibly going out with an RFQ instead of an RFP for the engineering firm.

A motion was made by Commissioner Velasquez to solicit an engineering firm via an RFQ to review all the plans and information they have from CGA and assist to design the solution to the drainage problems on Abbott Avenue and for general engineering services. Motion seconded by Commissioner Salzhauer. All voted in favor.

DD. Downtown Lighting RFP – Mayor Charles W. Burkett

Deferred to next meeting.

EE. Undergrounding power lines – Staff Report – Guillermo Olmedillo, Town Manager

Deferred to next meeting.

FF. Dog Park – Mayor Charles W. Burkett

Deferred to next meeting.

GG. FPL Solar Together Program - Vice Mayor Tina Paul

Deferred to next meeting.

HH. Climate Environmental Collective - Revised - Vice Mayor Tina Paul

Deferred to next meeting.

II. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission – Mayor Charles W. Burkett

Deferred to next meeting.

JJ. How our Zoning Protections Against Over-Development Were Gutted - Mayor Charles W. Burkett

Deferred to next meeting.

KK. Amending Town Code Section 2-233 to Include Non-for-Profit – Mayor Charles W. Burkett

Deferred to next meeting.

LL. Amending Town Code Section 2-237 Business Relationships – Commissioner Eliana Salzhauer

Deferred to next meeting.

MM. Staffing Hiring Freeze - Commissioner Eliana Salzhauer

Deferred to next meeting.

NN. Speeding & Stop Sign Running - Commissioner Eliana Salzhauer

Deferred to next meeting.

OO. Surfside Point Lake Subaqueous WM Crossing - Bid Documents – Guillermo Olmedillo, Town Manager

Deferred to next meeting.

PP. Beachwalk Trimming- Staff Report – Guillermo Olmedillo, Town Manager

Deferred to next meeting.

QQ. Pool Deck Lighting for Extended Winter Hours- Staff Report – Guillermo Olmedillo, Town Manager

Deferred to next meeting.

RR. Community Center Second Floor – Staff Report - Guillermo Olmedillo, Town Manager

Deferred to next meeting.

SS. Streamline Town Staffing – Commissioner Eliana Salzhauer

Deferred to next meeting.

TT. Miami Christmas Lights Contract - Guillermo Olmedillo, Town Manager

Deferred to next meeting.

UU. Repeal of Ordinance No. 17-1662 Beach Furniture – Mayor Charles W. Burkett

Deferred to next meeting.

VV. Replace Ordinance No. 17-1662 Beach Furniture with New Beach Furniture Ordinance – Commissioner Eliana Salzhauer

Deferred to next meeting.

WW. Designated (Painted) Walking Areas in the Residential District- Staff Report – Guillermo Olmedillo, Town Manager

Deferred to next meeting.

XX. Arya Gray Memorial – Commissioner Eliana Salzhauer

Deferred to next meeting.

YY. Procurement Expertise – Commissioner Eliana Salzhauer

Deferred to next meeting.

ZZ. Take Home Vehicles - Commissioner Eliana Salzhauer

Deferred to next meeting.

AAA. Interlocal Shuttle System Report Update – Guillermo Olmedillo, Town Manager

Deferred to next meeting.

BBB. Police Body-Worn Camera System - Guillermo Olmedillo, Town Manager
[This item will come back as a resolution at a later Commission meeting]

Deferred to next meeting.

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 65and 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

A motion was made by Commissioner Kesl, to adjourn the meeting without objection at 11:33 p.m. The motion received a second from Commissioner Velasquez. All voted in favor.

Accepted this ____ day of _____, 2020.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



TOWN MANAGER'S REPORT

JUNE 9, 2020

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. SEE CLICK FIX REPORT – Attachment “A”**
- II. SOCIAL MEDIA (NEXTDOOR) REPORT – Attachment “B”**
- III. DEVELOPMENT APPLICATION PROCESS (2009 – PRESENT) – Attachment “C”**
- IV. PAYMENTS TO CALVIN AND GIORDANO ASSOCIATES, INC. (CGA)**

Payments to CGA for services rendered for March and April are pending. The Town Administration is requesting Town Commission's approval to release payments and for future payments until such time as the contracts are terminated.

V. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of May 28, 2020, the total number of active, open cases being managed is 256; of these cases, 151 cases are still under investigation and are working towards compliance; 13 cases are on-hold; 15 cases are in the Special Master hearing queue; 3 cases are in the post-hearing status; 2 cases have pending liens, 38 code cases have been issued liens and remain unpaid, and 34 service cases have been issued liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a semi-annual basis.

B. Collected Civil Penalty Fines: Unresolved code compliance cases accrue fines until the code violation is resolved. After the violation is abated, then the property owners are notified to remit the fine amount due. In many cases, the fine amount is either paid, resolved via a settlement agreement, or referred to the Town's Special Master for a hearing and ruling on the fine amount due.

The following is a summary by fiscal year of the fine amounts collected by the Town:

- FY 19/20: Through May 28, 2020, 75 cases have paid/settled for a total collection of \$83,505.
- FY 18/19: 143 cases paid/settled for a total collection of \$35,654.
- FY 17/18: 92 cases paid/settled for a total collection of \$29,576.
- FY 16/17: 117 cases paid/settled for a total collection of \$40,842.
- FY 15/16: 152 cases paid/settled for a total of \$137,282

Finance Department

Monthly Budget to Actual Summary as of April 30, 2020 – *Attachment "D"*

Police Department

A. Police Department Statistics (May 1 – May 24, 2020)

- Traffic Citations – 253
- Parking Citations – 385
- Arrests – 5
- Dispatch Events – 1,675
- Incident/Crime Reports - 52
- Suspicious Person Checks – 28

B. Coronavirus (COVID-19) Update

The Surfside Police Department has maintained situational awareness of the COVID-19 Pandemic Incident in coordination with Local, State, and Federal partner Agencies and through continued contact and information sharing with the Miami-Dade County Office of Emergency Operations-Emergency Operations Center. Our Department strives to maintain operational readiness, public preparedness, safeguarding the community, and enforcement of laws-ordinances-governmental orders.

C. Coronavirus (COVID-19) Related Actions:

- While conducting mask compliance checks at Publix, officers distributed masks to persons that do not have one or have a mask that was in need of replacement
- Review of Federal, State, and Local Orders with personnel
- Officers conducted daily compliance checks regarding State, County, and Town Orders
- Providing the highest level of police service to the community we serve in a professional, courteous, ethical and judicious manner
- Daily Communications with Miami-Dade Emergency Operations Center

- Miami-Dade EOC WebEOC COVID-19 Municipal Protective Actions - Situation Reports
- WebEOC and vendor requests for PPE gear
- Daily meetings with Town Administration and Key personnel
- COVID-19 Task Force strategic planning
- Delivery of Senior Special Care Bags, food items, and medication
- Daily Patrol Shift Business Checks reference Order Compliance and hours of operation
- Daily Patrol Shift monitoring of Street Ends at Waterways
- Daily Patrol Shift Details to enforce Beach Closure
- Daily detail at Publix Supermarket to ensure employees and patrons use a face covering
- Daily checks for homeless persons to offer assistance

D. Coronavirus (COVID-19) Community Initiatives

- The Surfside Police Department has delivered 24 care packages to seniors/residents-in-need, delivered 62 masks and vital COVID 19 information to 29 residences (seniors-in-need) who are unable to leave their homes due to mobility issues. Police Department personnel are dedicated to the community they serve and well-being of all residents.
- The Town of Surfside and the Police Department proudly participated in Flash Your Lights for Healthcare Workers/First Responders on May 4th, 11th and 18th, 2020. The event located throughout the Town of Surfside began at 8:15 p.m. Residents showed their appreciation by flashing lights for five (5) minutes in solidarity. Healthcare professionals and first responders, including our Surfside Police Officers, are risking their own lives during this pandemic. Their professionalism, perseverance and selflessness are a testament to their commitment to the community and law enforcement.

E. Police Events/Community Outreach

- The Four Seasons Surf Club hosted a meal giveaway event for Surfside residents on May 8, 2020 between 1:00 p.m. and 4:00 p.m. The meals were distributed at the historic building on Collins Avenue. Police Officers and Parking Enforcement Officers assisted with traffic control ensuring the event was performed in a safe manner and intersections allowed for the flow of pedestrian and vehicular traffic. The event was a success with 1,000 meals distributed.
- On May 16th, 2020, a candle light vigil was held in loving memory of a lifelong resident of Surfside. The fifteen-year-old was killed in a tragic shooting in the City of Miami. Police Command Staff, Officers and Parking Enforcement Officers attended the vigil, closed the street and ensured pedestrian safety during the gathering. Facial coverings

were distributed to attendees by police officers. Several local media outlets covered the event.

- On May 26, 2020 from 10:00 a.m. to 1:00 p.m., the Town of Surfside held a drive-thru Food Distribution Event for Surfside residents in need of support. Two bags of groceries were distributed to 500 households including fresh produce provided by Farm Share. Dozens of deliveries were made for residents that could not drive thru. Police Officers and Parking Enforcement Officers assisted with food distribution, deliveries and traffic control ensuring the event was performed in a safe manner and intersections allowed for the flow of vehicular traffic.
- Monthly community events (Bike with the Chief and Coffee with the Cops) are cancelled until further notice and will resume as soon as possible.
- The Shred-A-Thon, DEA Drug Take Back and Mobile DMV will be rescheduled as soon as possible.
- The Surfside Police Department will host a community blood drive on June 17, 2020 from 11:00 a.m. – 5:00 p.m. in the Town Hall municipal parking lot

F. Traffic Mitigation Program Status Report

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

#	TIMEFRAME	INITIATIVES	STATUS	UPDATE(S)
Short Term (0 – 6 months)				
1.		Loop Detector Installation	In progress	CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05-09-17 meeting.

			<p>The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p> <p>On 8-8-2017, CGA submitted its additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</p> <p>On 11-3-2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88th, 93rd, 94th and 95th Streets. Total cost not to exceed \$14,200.62.</p> <p>On 1-29-2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</p> <p>On March 8, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 2:00 p.m. The Town has received two bids. The Public Works Department and CGA are evaluating the bids. Once the bids are evaluated and ranked, Town staff will present their recommendation for final bid selection and award to the Town Commission.</p> <p>In a letter dated April 16, 2018, reference Town of Surfside Traffic Signal Modifications ITB No. 2018-01 and CGA Project No. 15-8083, CGA Director of Construction Engineering, Robert McSweeney, provided an analysis of the two bids received for the</p>
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			<p>Surfside Traffic Signal Modification Project and recommendation for award of Contract. Under Power Corp. was the apparent low bidder with a Base Bid of \$109,045.23. Upon review, they found the bid is complete and appropriate for the proposed work. In keeping with the Town to award a Contract to the most responsible and responsive bidder whose bid is in conformance with the Bidding Documents and is in the best interest of the Town, they recommend that the Town of Surfside award the contract for the referenced project to Under Power Corp.</p> <p>At the 6-12-2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p> <p>CGA has collected traffic counts and completed intersection analysis at the Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street intersections. Next step is to complete new traffic counts and intersection analysis once the traffic loops at all four intersections have been installed. This traffic analysis will be summarized in a memorandum.</p> <p>Public Works Department and CGA held a pre-con meeting. Contractor applied for County permit. A Notice to Proceed (NTP) will be given when contractor has permit. 30 to 45 days for completion after start.</p> <p>On 8-8-2018, the awarded contractor, Under Power Corporation, submitted the following permit applications to Miami Dade County: Permit No. 2018006371 – Harding Av & 88 St Permit No. 2018006374- Harding Ave & 93 St Permit No. 2018006373 – Harding Ave & 94 St</p> <p>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had asked for one of the pedestrian signal phases to be modified.</p>
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			<p>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA.</p> <p>On 8-23-2018, the revised plans were submitted to the County for permitting by the contractor. It seems that the County has a 12-day turn-around for these permits. Bob McSweeney has been keeping track of the County’s review time and the contractor has kept CGA informed every step of this process.</p> <p>For Harding Avenue and 95th Street, CGA received an email from David Hayes (Miami-Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88th Street, 93rd Street, and 94th Street. Revised plans for Harding Avenue and 95th Street will be submitted to Miami-Dade County on 8-27-2018.</p> <p>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-18, and the new project manager is Eddie Macias e.macias@underpowercorp.com.</p> <p>GCA contacted FDOT Operations concerning the Construction Agreement renewal and loop material revision, and were referred to the FDOT Permits Department. GCA have a call/message into them, and will advise as to any potential delay once we have more information.</p> <p>On 11-27-18 a meeting was conducted with Town Administration, Public Works, Police Department, and CGA regarding the Loop Detector Installation. It was determined that the project can commence on 12-10-2018 and the work hours will be 8:00 AM – 6:00 PM, Monday-Friday. The Police Department will provide personnel to assist with lane closures. The contractor, Under Power Corp., was contacted and advised to provide a construction schedule, work plan narrative, and MOTs regarding the program prior to commencing work.</p> <p>Loop Detector installation work began the week of 12-17-2018 and FDOT advised that</p>
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			<p>the contractor has a 90-day window to complete the work. Traffic advisories were emailed to residents and posted on the Town website regarding the construction work and anticipated lane closures on Harding Avenue.</p> <p>FDOT halted the installation to obtain additional permits. They were not able to perform directional drilling at the intersections. FDOT and the Town have a scheduled meeting on Thursday 01-31-2019 to discuss the new project timeline.</p> <p>As of February 2019, due to unforeseen field conditions encountered by Contractor, loop detection project construction drawings are being revised. The revised drawings will be submitted to FDOT for re-permitting since the changes require trenching of roadway. Engineer of Record is currently working on construction drawings for re-submittal.</p> <p>According to the Town Public Works Department we are awaiting a cost on the Change Order.</p> <p>In April 2019, Public Works advised that an RFP will have to be re-issued as the contractor has withdrawn from the project.</p> <p>The Loop Detectors are a discussion item for the November 2019 Commission Meeting.</p> <p>The Loop Detectors was a discussion item for the November 2019 Commission Meeting. Commissioner Kaukin commented on the traffic impact on the intersection of 94th Street and Harding Avenue. Town Manager Olmedillo suggested engaging with FDOT regarding the loop detector project and obtain a cost share partnership. The Town Manager stated he will contact FDOT and report back to the Commission.</p> <p>FDOT retained Tindale-Oliver & Associates, Inc. to design a pushbutton project to install the requested vehicle detectors (loops) along SR A1A/Harding Avenue at the following locations:</p> <ul style="list-style-type: none"> • 93rd Street • 94th Street • 95th Street
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				<p>A FDOT representative advised that the installation will tentatively start sometime around summer of 2020.</p>
2.		<p>Install a crosswalk at 90th Street & Harding Avenue (north side) and 89th Street & Harding Avenue (north side)</p>	Open	<p>FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection.</p> <p>The 200 block of 90th Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90th Street where a curve hindered line of sight for drivers.</p> <p>No Turn on Red signage has been installed at 90th Street & Collins Avenue for vehicles traveling eastbound in the 200 block of 90th Street.</p> <p>Crosswalk markings (Thermoplastic) installation will be performed in February 2019.</p> <p>Crosswalk markings (Thermoplastic) installation was delayed until March 2019 to allow the new pavement to properly cure.</p> <p>Crosswalk markings (Thermoplastic) installation was completed at the 89th Street & Harding Avenue (north side) location in March 2019. The Crosswalk markings (Thermoplastic) installation at 90th Street & Harding Avenue (north side) is still pending with no definitive date set.</p>
3.		<p>Install a crosswalk at 92nd Street & Collins Avenue (FDOT Project)</p>	Open	<p>Based on citizen concerns, the Town Administration contacted FDOT regarding the installation of a crosswalk at 92nd Street and Collins Avenue to enhance pedestrian safety for Town residents and hotel guests of the Residence Inn by Marriott Hotel.</p> <p>Town Public Works contacted FDOT for an update on this project on 09-23-2019, and was advised that the project is approved under FDOT Project #FM 250629-5-32-01 and is awaiting project funding.</p>


4.		Evaluate Sidewalk Options	Open	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
5.		Collins Ave and Harding Ave. Request for additional speed limit signs & pavement markings within Town of Surfside. FDOT CTP 2018-03-0031	<u>CLOSED</u>	<p>Per Arturo Patulot, Traffic Operations D6, Florida Department of Transportation (FDOT) 305-470-5303, arthuro.patulot@dot.state.fl.us: FDOT Traffic Operations office conducted a field review along the subject roadway segment from 88th to 96th streets both NB and SB directions and has decided to install five (5) additional posted speed limit signs 30 MPH and three (3) sets of pavement markings 30 MPH for better exposure and driver’s compliance at the following locations:</p> <p><i>Collins Avenue facing Northbound traffic</i> Two (2) additional 30 MPH speed limit signs (Right & Left of roadway) and 30 MPH pavement markings north of 90th Street One (1) additional 30 MPH speed limit sign (Right of roadway) north of 92nd Street Two (2) additional 30 MPH speed limit signs (Right & Left of roadway) north of 94th Street</p> <p><i>Harding Avenue facing Southbound traffic</i> 30 MPH pavement markings for the three lanes across from existing speed limit sign south of 96th Street 30 MPH pavement markings for the three lanes across from existing speed limit signs south of 92nd Street</p> <p>The proposed improvements will be completed by FDOT maintenance when workload and schedule permit. No anticipated completion dates were provided.</p> <p>FDOT was notified by email for an update on the status and Public Works is awaiting their response.</p> <p>Town Public Works advised that FDOT confirmed that a work order has been completed and pending a start date for the work.</p> <p>Town Public Works Administration contacted FDOT on 09-23-2019, and obtained the following update from Arturo Patulot (FDOT Traffic Operations D6):</p>


				<ul style="list-style-type: none"> • FDOT traffic service request (TSR #87-0033-18) with the FDOT maintenance office is being processed and they will be expediting the implementation of the proposed improvements for Surfside on A1A • The FDOT contractor is scheduled to start installing the pavement markings and signage the first week of October 2019. <p>FDOT began installing the pavement markings and signage the week of October 21, 2019.</p> <p>As of November 2019, the status of the pavement markings is as follows:</p> <ol style="list-style-type: none"> 1. 9500 Block of Harding (Completed) 2. 9300 Block of Harding (Completed) 3. 9100 Block of Harding (Completed) 4. 9000 Block of Collins (Completed) 5. 9200 Block of Collins (Not Completed) 6. 9400 Block of Collins (Not Completed) <p>FDOT Supervisor, Ramon Sierra, advised the Surfside Public Works Department that all signs and markings for the project have been completed.</p>
6.		Installation of Traffic Delineators	Closed	<p>Traffic Delineators were installed at designated traffic concern locations identified by the Police Department at Collins Avenue at 92 Street (NW corner) and in the 9100 block of Collins Avenue (west side). The Delineators were installed in February 2020, and have proven effective in eliminating the illegal parking at these locations.</p>
7.		New Speed Bumps	Closed	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> • 8900 block of Abbott Avenue • 9100 block of Abbott Avenue • 9300 block of Abbott Avenue • 9500 block of Byron Avenue (second speed bump) <p>November/December 2018: new speed bump location in the 9400 block of Abbott Avenue being evaluated. The location of the</p>

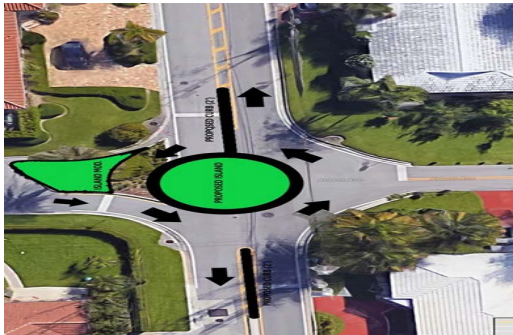
				<p>speed bump was determined and installation scheduled for February 2019.</p> <p>During February 2019, new speed bumps were installed at the following locations:</p> <ul style="list-style-type: none"> • 9300 block of Abbott Avenue • 9400 block of Abbott Avenue • 9500 block of Carlyle Avenue <p>New speed bumps implementation is being evaluated for the 8800 block of Carlyle Avenue.</p> <p>In May 2019, a speed bump was installed in the 8800 block of Carlyle Avenue.</p> <p>On October 23, 2019 one speed bump was removed from 88th Street due to its proximity to an existing stop sign.</p>
8.		Stop Signs in Surfside checked for compliance with Miami-Dade County regulations.	Closed	<p>During September 2019, Town Public Works personnel checked and adjusted all stop signs in Town to ensure that they were upright, and were in compliance with the 7 foot height per Miami-Dade County regulations.</p>
9.		Pedestrian Crosswalk Safety at the 93 rd Street and Collins Avenue Crosswalk	Closed	<p>Based on citizen concerns and traffic crash data, the Town Manager and the Police Department initiated the following actions to enhance pedestrian safety at the crosswalk located at 93rd Street and Collins Avenue that is used to primarily access the Town’s Community Recreational Center.</p> <p>In June 2019, the Town Manager met with Florida State Senator Jason Pizzo, Kevin J. Thibault (Secretary of Transportation), Miami-Dade County Commissioner Sally Heyman, and Jim Wolfe (Secretary of District 6, Florida DOT) and he presented the safety issues regarding the pedestrian crossing at 93rd Street and Collins Avenue and sought input and recommendations to mitigate those concerns.</p> <p>The Police Department conducted on-going proactive traffic details in the 9200 block of Collins Avenue targeting speeding vehicles and vehicles running the red light.</p>

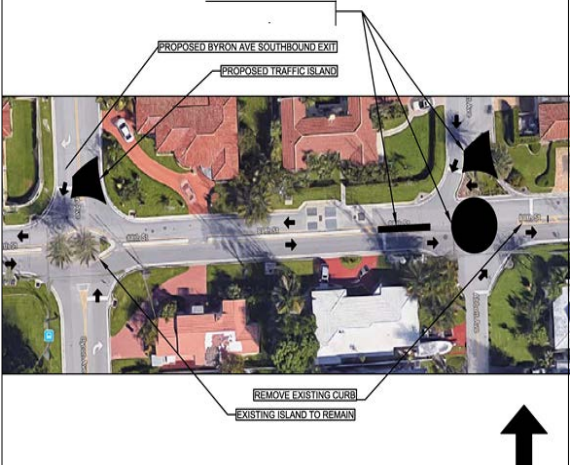
			<p>Additionally, the Police Department partnered with FDOT representatives to conduct a pedestrian safety educational awareness day that included the 93rd Street and Collins Avenue intersection and pedestrian crossing to educate citizens and provide safety tips.</p> <p>The Police Department contacted both FDOT and the Miami-Dade Traffic Department of Transportation and Public Works Traffic Signals and Signs Division Administration to request that the timing of the traffic signal at 93rd Street and Collins Avenue be increased to allow additional time for pedestrians to cross Collins Avenue for eastbound and westbound travel. This effort was successful and the County agreed to increase the pedestrian crossing time by an additional 3 seconds which was implemented on August 27, 2019. The pedestrian walk time now reflects a minimum of 7 seconds prior to the 16 second countdown timer of the flashing “DON’T WALK” notification, providing pedestrians a total of 23 seconds of crossing time.</p> <p>Isis Sotolongo, FDOT Bike and Pedestrian Traffic Specialist II–District Traffic Operations Division, sent an email to Town Manager Olmedillo on 11-15-19 regarding a completed FDOT engineering study for 93rd Street intersections at Collins Avenue and Harding Avenue. The email is copied below:</p> <p>Subject: CTP 2019-08-0006, Sections: 87060000 & 870600001, SR A1A / Collins Avenue and SR A1A / Harding Avenue at 93rd Street. Request for Pedestrian Safety improvements.</p> <p>Good morning Mr. Olmedillo, This is a follow-up to a request you forwarded to our office on August 26, 2019 to further evaluate pedestrian and bicycle mobility at the subject intersections. The Florida Department of Transportation completed a traffic engineering study which included turning movement counts, pedestrian counts, review of crash data, field observations and assessment for potential</p>
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				<p>pedestrian/bicycle safety and mobility enhancements. Based on the results of the study, the Department has decided to implement the following safety improvements at SR A1A/Harding Avenue and 93rd Street and SR A1A/Collins Avenue and 93rd Street.</p> <ul style="list-style-type: none"> • Coordinate with Miami-Dade County Traffic Signals and Signs Division to add three seconds of “WALK” time indication to the north and south leg crosswalks at the intersection of SR A1A/Harding Avenue and 93rd Street. • Coordinate with Miami-Dade County Traffic Signals and Signs Division to add three seconds of “Flashing Don’t Walk” (FDW) time to the east and west leg crosswalks at the intersection of SR A1A/Harding Avenue and 93rd Street. • Install “Special Emphasis” crosswalk markings on the south and west legs of the intersection of SR A1A/Collins Avenue and 93rd Street similar to the ones provided on SR A1A/Harding Avenue and 93rd Street. • Relocate the post mounted “Pedestrian Crossing” (W11-2) sign and “One Way” (R6-1) sign located on the southwest corner of the intersection of SR A1A / Harding Avenue and 93rd Street to allow full visibility of countdown pedestrian signal heads for the south and west crosswalks. • Replace existing detectable warnings on all corners of the intersection of SR A1A/Harding Avenue and 93rd Street with ADA compliant yellow detectable warnings. <p>The Department appreciates the time and effort you have taken in bringing this matter to our attention, and looks forward to address your concerns.</p>
10.		95 th Street & Harding Avenue	Closed	On 04-27-2017, the traffic lanes in the 200 block of 95th Street, between Collins Avenue and Harding Avenue were modified

		<p>(westbound), left Turn lane added. 300 block of 95th Street (eastbound), right turn lane added.</p>		<p>to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p> 
<p>11.</p>		<p>New Stop Signs at all intersections west of Harding Avenue</p>	<p>Closed</p>	<p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west)

				<p>In September 2018, Public Works relocated the stop sign and stop bar at Carlyle Avenue and 90th Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an enhanced traffic sight cone at the intersection.</p> 
12.		New Stop Bar Reflectors	Closed	<p>New Stop Bar Reflectors Installed</p> <p>In September 2018, Public Works conducted an inspection of the Stop Bar Reflectors and determined which reflectors were non-operational. The vendor replaced the non-operational reflectors under warranty.</p> <p>Public Works ordered 24 new reflectors that were installed at the following locations:</p> <ul style="list-style-type: none"> • 90th Street and Froude (all directions) • 90th Street and Byron (all directions) • 90th Street and Abbott Avenue (East and West directions) • Yellow reflectors were installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers. <p>During November 2018 all non-operational Stop Bar Reflectors were replaced and are now functional. Additionally, new Stop Bar reflectors were installed at the following locations:</p> <ul style="list-style-type: none"> • 90th Street and Froude (all directions) • 90th Street and Byron (all directions) • 90th Street and Abbott Avenue (East and West directions)
13.		<p>Revisit Street Closure</p> <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue 	Closed	<p>Town Commission approved a motion against revisiting this item.</p>

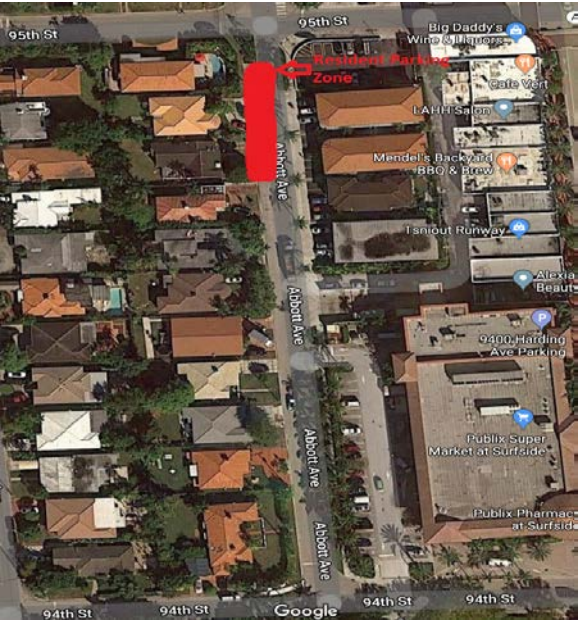

<p>14.</p>		<p>New Street Closure Byron Avenue (northbound) at 88th Street</p>	<p>Closed</p>	<p>Requires study, Miami-Dade County and Miami Beach approval.</p> <p>On 11-29-17, Town Manager, Chief Allen and Public Works Director attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88th Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88th Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.</p> <p>The following traffic modification Project has been developed to improve the traffic flow at 88th Street and Abbott Avenue.</p>  <p>Public Works completed the installation of the pictured vehicular traffic pattern at 88th Street & Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.</p> <p>The 60-day trial period before final approval continues. There have been no traffic accidents reported and no matters of concern have been brought to the attention of the Police Department.</p> <p>At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88th Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88th Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88th Street will prevent vehicles from traveling north on those avenues from 88th Street.</p>
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				 <p>Public Works has begun work on the new traffic mitigation design on 88th Street & Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p>Project completed.</p>
15.		Install a centerline curb on 95 th Street between Abbott and Byron Avenues	Closed	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
16.		Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	Closed	FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.
17.		Create Vehicular Circulation Plans for New Construction Projects Minimize lane closures	Closed	MOT’s and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT’s to the three jurisdictions was agreed upon. The early notice system has shown an improvement.
18.		Install traffic light at 96 th Street & Abbott Avenue Eliminate left hand turn at 96 th Street & Byron Avenue	Closed	Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made congestion worse on 96 th Street. This will not allow the

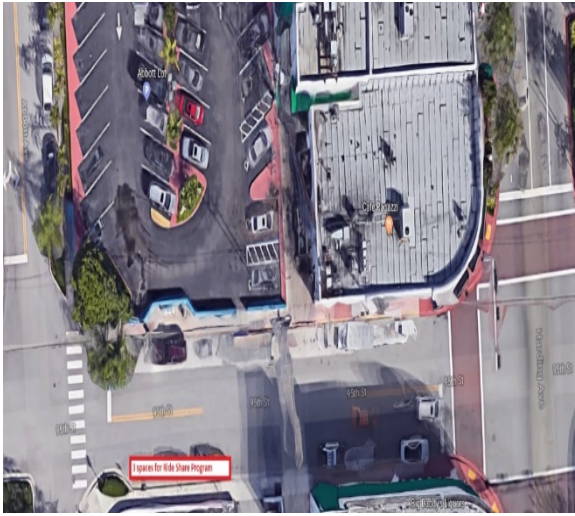
				<p>vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins.</p> <p>FDOT will not eliminate the left turn at 96 Street & Byron Avenue.</p>
19.		<p>Send demand letters to mapping companies</p> <ul style="list-style-type: none"> o Waze – Free Community-based GPS, Maps & Traffic Navigation App 	Closed	<p>The Town became a Participating Member of the Connected Citizens Program. This is the Town’s effort to address in real-time reported accidents and improve navigation throughout the Town.</p>
20.		<p>On-Street Parking Reconfiguration - 200 block of 90th Street</p>	Closed	<p>On Monday 10-08-18, Public Works advised that the 200 block of 90th Street On-Street Parking Reconfiguration would begin in October 2018, with Police/Parking Officers blocking off the street to complete the stripping. Stripping Reconfiguration diagram below.</p>  <p>On Monday 10-29-18, the stripping and reconfiguration was completed.</p>
Intermediate Term (7-18 months)				
1.		<p>Design 91st Street Improvements</p> <ul style="list-style-type: none"> o Sidewalk, landscaping and buried utilities 	Open	<p>Awaiting the study of walkability by FIU.</p>
2.		<p>Create One-Way Streets 88th, 89th, 90th and 91st Street between Collins & Harding Avenues</p>	Closed	<p>A Town meeting was held July 18th, 2017, to present a new traffic pattern plan making 89th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p>

			<p>The Town Commission approved to conduct a test of a new streetscape design on 89th and 90th Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89th Street traffic moving from east to west and 90th Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green/parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p> <p>The new streetscape testing was initiated December 14, 2017. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</p> <p>At the February 13, 2018 Town Commission Meeting the Town Administration was granted time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA compliance in the pedestrian lanes and to acquire more data on traffic counts.</p> <p>A One-Way Streets Town Hall Meeting was held on March 28, 2018. Notifications for the March 28 One-Way Streets Town Hall Meeting have been distributed via the following channels:</p> <ul style="list-style-type: none"> • Publicly Noticed Meetings and Agenda Packets (Town Commission & Planning & Zoning) • Letter mailed to residences on 89th and 90th streets for first meeting held in July (similar to planning & zoning notices) • Door hangers to residences on 89th and 90th streets • Posted notice at Publix and Starbucks • Multiple e-blasts
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				<ul style="list-style-type: none"> • Website notices on the calendar and Town news • Included in multiple gazette newsletters • Channel 93 • Nextdoor postings on the Town’s page • Delivery of meeting notices to residencies on 89th and 90th streets for second meeting held in March • Surveys on Nextdoor and SurveyMonkey <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p>At the April 10, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89th Street and 90th Street.</p> <p>On April 16, 2018, Public Works returned the traffic pattern on 89th Street and 90th Street to two-way traffic west of Harding Avenue.</p>
3.		Road closure of 95 th Street and Abbott Avenue	Closed	<p>On November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95th Street. The project includes Traffic Analysis and Modeling of the road closure at 95th Street and Abbott Avenue. Total cost will not exceed \$20,149.58.</p> <p>On January 29, 2018, the Town Manager held a meeting with CGA Traffic Engineer Eric Czerniejewski, Asst. Town Manager Duncan Tavares, Public Works Director Randy Stokes and Captain Yero to review and discuss the Feasibility Study results.</p> <p>This item has been deferred due to the impact of closing the 95th Street would generate.</p>
Long Term (19+ months)				
1.		Gate the area west of Harding Avenue and create a special taxing district.	Open	This item is provided here as a place holder.

#	PARKING / TAXIS	STATUS	UPDATE
1.	Create a Resident Only Parking Zone in the north-west section of the 9400 block of Abbott Avenue	Closed	<p>Based on resident requests, a Resident Only Parking Zone was established in the latter part of December 2019 encompassing four parking spaces in the north-west section of the 9400 block of Abbott Avenue. Signage denoting the Parking Zone was procured and installed. Resident only parking decals should be available in January 2020.</p> <p>In January 2020, the Resident Only parking decals were received for the 9400 block of Abbott Avenue and are being distributed.</p>  
2.	The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to	Closed	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 88th Street (4 spaces) effective 06-01-2017

	<p>our Town. The additional loading zones provide a safe location for trucks and other vehicles to deliver goods and services to residents. The total number of single parking spaces added is now 12.</p> <p>Additional commercial loading zone for the 300 block of 95 Street.</p>	<ul style="list-style-type: none"> • 100 block of 90th Street (4 spaces) effective upon completion of on-going construction project • 100 block of 92nd Street (4 spaces) effective 06-01-2017 • 100 block of 96th Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone. <p>The additional loading zones are located at the following locations:</p> <ul style="list-style-type: none"> • 100 block of 89th Street - effective 06-01-2017 • 100 block of 94th Street - effective 06-01-2017 <p>An additional loading zone was added at the following location effective Monday 04-22-2019:</p> <ul style="list-style-type: none"> • 300 block of 95 Street on the north-west corner encompassing three parking spaces. The loading zone is effective between 6:00AM – 10:00AM only. <p>In July 2019, an additional loading zone was decided for the 300 block of 95 Street on the south side in the Ride Share zone between the hours of 6AM-10AM. Monday-Friday, to help alleviate commercial truck congestion in the Business District in the early morning hours. The loading zone will be established in August 2019, after ordering and deploying the signs. The new loading zone will be evaluated for a three-month period.</p> <p>In August 2019, the additional loading zone became operational in the Ride Share parking spaces located in the 300 block of 95 Street (south-side) with functional hours of Monday-Friday, 6AM-10AM. The loading zone will be evaluated for a three month period beginning August 1, 2019 and ending on November 1, 2019.</p> <p>The loading zone will be evaluated for a three-month period beginning August 1, 2019 and ending on November 1, 2019.</p>
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			<p>A memorandum was submitted to the Town Manager regarding the loading zone evaluation for the three-month period beginning August 1, 2019 and ending on November 1, 2019. The memorandum is in support of continuing the loading zone.</p> <p>The additional loading zone in the 300 block of 95 Street (south-side) was approved on a permanent basis with functional hours of Monday-Friday, 6AM-10AM.</p>
<p>3.</p>	<p>Ride Share Pick-up & Drop Off</p>	<p>Closed</p>	<p>Background: There has been a proliferation of citizens utilizing Ride Share services such as Uber and Lyft which has impacted the efficient flow of traffic in the Town of Surfside. The operators for these services have been observed picking up and dropping off their customers in the Surfside Business District occupying Town parking spaces and double parking while picking up or dropping off customers.</p> <p>The Surfside Police Department recommends that a 90 day “Town of Surfside Ride Share Pick-Up & Drop-Off Trial Program” be conducted in the 300 block of 95th Street on the south-side of the road way encompassing three parking spaces closest to Abbott Avenue. See below picture (Red Box Area).</p>  <p>Budget Impact: There will be a reduction in the Town Parking revenue stream due to three (3) less parking spaces being available for paid parking. There will be incurred costs</p>

for procuring signage and possible repainting of the parking spaces.

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

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

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



The Ride Share Pick-up & Drop Off Trial Program concluded on 11-11-18. A Staff Memorandum regarding the program was prepared and submitted by the Police Department which stated that overall impact

		<p>of the Ride Share Pick-Up & Drop-Off Program has been positive and led to efficiencies of the traffic flow in and around the business district of Surfside. The Police Department recommended that the Ride Share Pick-Up & Drop-Off Program continue as a full-time initiative.</p> <p>The Ride Share Pick-up & Drop-off Program became a permanent on-going program effective November 2018.</p> <p>In July 2019, an additional loading zone will be added in the 300 block of 95 Street on the south side in the Ride Share spaces (zone) between the hours of 6AM-10AM, Monday-Friday to help alleviate commercial truck congestion in the Business District in the early morning hours. The loading zone will be established in August 2019, after ordering and deploying the signs and an evaluation period of three months. Based on the loading zone hours added to the current Ride Share spaces an additional Ride Share space will be established in the 200 block of 95 Street on the south side of the street adjacent to or near the loading zone at that location.</p> <p>In August 2019, an additional loading zone became operational in the Ride Share parking spaces located in the 300 block of 95 Street (south-side) with functional hours of Monday-Friday, 6AM-10AM.</p> <p>An additional Ride Share parking zone (single space) is being established in the 200 block of 95 Street (south side) with an anticipated completion date in September 2019, after the Ride Share signage is received.</p> <p>The additional Ride Share parking space in the 200 block of 95 Street (south side) was completed and became operational on Wednesday 09-25-2019. The space was painted and proper signage installed by Town Public Works personnel.</p>
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<p>4.</p>	<p>Parking Rate Increase for Off-Street Parking (Municipal Parking Lots)</p>	<p>Closed</p>	<p>Town of Surfside Resolution No. 18-2517 was adopted by the Town Commission on 07-10-2018 stipulating a parking rate fee increase from \$1.50 per hour to \$1.75 per hour for all Off-Street (Municipal Parking Lot) spaces.</p> <ul style="list-style-type: none"> • New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018. • Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations. • Effective 07-25-18 at 12:00 pm the \$1.75 Parking rate commenced. Both the Pay Station System and Pay-By-Phone System were updated with the new parking rate for off-street parking. • Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018. • Email notification of the parking rate change was sent out on 07-25-2018. • Notification of the parking rate change was posted on the Town website on 07-25-2018. • On 07-25-2018, the Town website “Parking” section was reviewed and the areas requiring the new rate change were updated by CGA (Adrian). <p>New Parking rate decals were received and they were affixed to the Parking Pay Stations in the Municipal Parking Lots on 08-22-2018.</p> <p>At the June 20, 2019, meeting of the Downtown Vision Advisory Committee (DVAC), the Committee formalized recommendations for the Town Commission to consider regarding changing the Off-Street Parking Rates. At the July 9, 2019, Town Commission Meeting the Town Commission discussed and approved parking rate changes for all Town Off-Street Parking (Municipal Parking Lots) as follows:</p>
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			<ul style="list-style-type: none"> • Weekends/Holidays: <ul style="list-style-type: none"> ○ 9:00 AM - 5:00 PM \$3.00/hour with a 4-hour limit that is not renewable ○ 5:00 PM – 9:00 AM \$2.00/hour with a 4-hour limit that is renewable • Weekdays: <ul style="list-style-type: none"> ○ 9:00 AM - 5:00 PM \$2.00/hour with a 4-hour limit that is not renewable ○ 5:00 PM – 9:00 AM \$2.00/hour with a 4-hour limit that is renewable <p>For the August 13, 2019, Town Commission Meeting the Police Department submitted a memorandum for Approval to Modify the Parking Rate and Parking Time Limits for Off-Street Parking (Municipal Parking Lots) through Town Resolution.</p> <p>At the August 13, 2019, Town Commission meeting the Commission approved the Off-Street (Municipal Parking Lots) Modifications to the Parking Rates and Parking Time Limits as previously described. Notifications regarding the new rates and time limits were posted on the Town website and were sent out on social media. Effective August 19, 2019, the new Off-Street Parking Rates and Parking Time Limits commenced.</p>
5.	Variable Parking Rate for On-Street Parking Spaces in the Business District (9400 and 9500 blocks of Harding Avenue)	Closed	<p>At the 03-12-19, Town Commission meeting the Town Commission approved the following changes to a staff recommendation to initiate a Variable Parking Rate for On-Street Parking Spaces in the Business District (9400 and 9500 blocks of Harding Avenue). The Variable Parking Rate will be as follows: Weekdays (Mon-Fri) only between 10:00 AM – 4:00 PM will be \$4.00/hour with a 2-hour limit (after the expiration of 2 hours the parking space is not renewable between the hours of 10:00 AM – 4:00 PM and the vehicle will not be permitted to park in an On-Street parking space in the Business District until after 4:00PM).</p> <p>The Town Commission requested a review be conducted regarding the effects of the On-Street Variable-Rate in the Business District, and the review be submitted two months after the rate change</p>

			<p>implementation date. The resolution will be voted on at the Town Commission Meeting on 04-09-19.</p> <p>The resolution was approved by the Town Commission and on Monday 04-15-2019, the Variable Parking Rate was implemented without issue for the Parking Pay Stations and Pay-By-Phone Systems. A two-month evaluation of the program will be submitted in June 2019.</p> <p>On June 18, 2019, the Police Department submitted the two-month evaluation report for the Business District Variable Parking Rate change. The report was available to the Town Commission for review. At the July 9, 2019 Commission Meeting the Business District Variable Parking Rate change was approved on a permanent basis.</p>
6.	Taxi Cab Stands added and changed	Closed	<ul style="list-style-type: none"> • The Taxi Cab Stand at 94th Street & Collins Avenue was reduced from (4) vehicles to (2) vehicles. • 94th Street & Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added. • In the 200 block of 92nd Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand. • A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue. <p>On 11-15-17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94th Street and Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p>

			Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General Manager of the hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.
7.	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	Closed	The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation.
8.	Replacement of No Parking Signs and additional No Parking Signs 9400 block of Abbott Avenue	Closed	Based on Police Department observations the replacement of No Parking Signs that are in poor condition, and additional No Parking Signs will be installed in the 9400 block of Abbott Avenue. Public Works is working in conjunction with the Parking Department to complete this project. The signs were received and installed the week of February 25, 2019.

Respectfully submitted by:

Guillermo Olmedillo, Town Manager

Town of Surfside, FL

Between May 01, 2020 and May 28, 2020

10 requests were opened

9 requests were closed

The average time to close was 2.0 days.

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	4	4	2.7
Drainage/Flooding (PW)	2	1	1.1
96 Street Park (P & R)	1	1	0.1
Beach Patrol	1	1	0.0
Code Compliance (Safety Concern)	1	1	5.0
Code Compliance (Violation)	1	1	1.2
Barking Dog	0	0	0.0
Beach Issue	0	0	0.0
Community Center (P & R)	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Parking Issue	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0
Street lights (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Utilities (Water/Sewer) (PW)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

Town of Surfside, FL

Between Jan 01, 2014 and May 28, 2020

1186 requests were opened

1163 requests were closed

The average time to close was 24.9 days.

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	257	256	23.8
Beach Issue	203	193	21.0
Code Compliance (Violation)	154	154	27.8
Parking Issue	102	102	3.3
Police (Safety Concern)	82	82	9.0
Code Compliance (Safety Concern)	96	96	30.2
Street lights (PW)	57	56	126.0
Utilities (Water/Sewer) (PW)	41	34	11.2
Construction Issues	40	40	15.3
Drainage/Flooding (PW)	37	34	24.9
Solid Waste (Residential) (PW)	27	27	21.1
Dog Stations (P & R)	15	15	4.7
Barking Dog	12	12	20.0
96 Street Park (P & R)	11	11	2.9
Community Center (P & R)	11	10	11.6
Surfside Dog Park (P & R)	9	9	1.3
Solid Waste (Commercial) (PW)	7	7	7.3
Hawthorne Tot-Lot (P & R)	7	7	33.6
Pothole (PW)	6	6	27.2
Beach Patrol	5	5	3.1
Dead Animal	4	4	15.8
Graffiti (PW)	3	3	25.2
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



MEMORANDUM

To: Guillermo Olmedillo, Town Manager

From: Rachel Pinzur, Public Information Representative

Date: May 26, 2020

Subject: May Social Media (Nextdoor) Report

As part of the Town's communication strategy, the Public Information Representative (PIR) uses Nextdoor to provide residents with helpful information especially amid the coronavirus crisis and to further direct strategy based on matters that are important to residents. Nextdoor is only one of several communication channels used to reach residents including the Town's at-risk seniors and most vulnerable communities.

During the month of May, the PIR continued to mostly publish posts regarding the COVID-19 pandemic. The Town of Surfside remains committed to staying on top of the most up-to-date information in order to make informed decisions to help safeguard the Surfside community. As the situation is changing rapidly, the Town provides regular updates as new information emerges.

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

Last updated on 5/26/2020

DEVELOPMENT APPLICATION PROCESS (2009 - PRESENT)													
Application Date	Location	Project Description	Zoning Process			Density/Intensity		Variances		Building Permit		Construction Status	
			DRG	P&Z	TC	Allowed	Approved	Requested	Received	Application No.	Issuance		Status
12/29/2009	9200 Collins Ave	Surfside Hotel - Proposed surfside hotel consisting of 183 hotel units, 4 stories and adjacent 3 stories garage	1/13/2010, 2/3/2010	2/25/2010	5/10/2011	242 units	175 units	None	None	13-377	1/13/2014	Issued	Completed
1/6/2010	9580 Abbott Ave	Young Israel - Construction of Jewish orthodox temple containing 371 seats and a maximum building height of 40 feet	1/20/2010, 2/2/2012	3/29/2012	4/10/2012	Negotiated settlement to determine buildable area and setbacks		Approved through Settlement agreement not variance. Settlement determined setbacks.		13-118	5/5/2014	Issued	Completed
5/4/2011	9449 & 9418 Collins Ave	Grand Beach-341 room hotel	5/18/2011, 6/15/2011	7/28/2011	9/13/2011	341 units	341 units	None	None	12-144	5/5/2012	Issued	Completed
7/17/2012	9379, 9365 & 9349 Collins Ave	Chateau Ocean Residences - Demolition of existing 92-room hotel; construction of 90-unit residential condominium building and accessory amenities	8/12/2012, 9/11/2012	12/4/2012	1/24/2013	325 units	85 units (however approximately 58 were built)	None	None	14-132	9/24/2014	Issued	Completed
Original submittal: 7/13/2012 Site plan amendment: 4/16/16	9011 Collins Ave	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	7/31/2012, 8/23/2012, site plan amendment: 5/16/2016, 8/4/2016, 3/9/2017, 5/11/2017	9/27/2012, site plan amendment: 8/31/2017	Original site plan: 10/15/2012, site plan amendment: 10/10/2017	762 units	257 units	None	None	13-727	6/27/2014	Issued	Under Construction
7/20/2012	9450 Collins Ave	The Shul - New multiuse glass atrium and joining learning center (3 stories)	2/11/2013, 3/27/2013, 7/9/2013	2/27/2014	10/28/2014	3 story expansion of 8,558.9 square feet		None	None	14-509	11/12/2015	Issued	Under Construction
3/15/2015	201, 203, 205, 207, 209 & 215 88th St 8809 Harding Ave	Surfside Condo's - redevelopment of 7 parcels into single unified condo development	4/2/2015, 6/3/2015	8/27/2015	12/8/2015	65 units	28 units	None	None	16-569		Plans approved, waiting on GC	Pending selection of GC
8/12/2015	9133 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure	9/4/2015, 9/9/2017, 9/17/2017	12/7/2017	2/13/2018	199 units	48 condominium units, 31 hotel rooms	None	None			Has not applied for permit yet. Applicant has requested extension of approval for 6/9/20 TC Meeting.	
Original submittal: 2/11/2016 Revised submittal: 5/31/18	9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3-story building	Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2018, 8/28/2018, 11/1/18	Original approval: 7/18/2016, Revised approval: 11/29/18	Original approval: 11/10/2016, current site plan has not been approved yet. Scheduled for February 26, 2019	250 units	Request is for 205 units	None	None	18-610		Has not applied for permit yet	
5/4/2016	8955 Collins Ave	Residential Condominiums	6/20/2016, 7/27/2016	10/27/2016	11/10/2016	110 units	16 units	None	None	16-602	12/26/2017	Issued	Under Construction
Oct-16	9116 Harding Ave	303 Surfside - 4 Townhouses	11/2/2016, 2/7/2017, 5/18/2017	6/27/2018	4/14/2018	8 units	4 units	None	None			Has not applied for permit yet	
5/19/2017	8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building	6/19/2017, 8/24/2017, 9/28/2017	2/22/2018, 4/26/2018, 5/31/2018, approved on 10/27/19	Scheduled for 12/10/19	99 units	Current request has not been scheduled for commission yet. Request is for 34 units	3 requested: 1. Section 90-82. - Off-street loading requirements (Loading Space Size). 2. Section 90-91.2. - Required buffer landscaping adjacent to streets and abutting properties (Landscape Buffer). 3. Section 90-93(1b) - Open Space (Open Space Trees).	Has not been scheduled for TC until recommendation from PZ			Has not applied for permit yet	
Original submittal: 10/26/2017	Abbott Lot	Unsolicted Proposal (P3)											Terminated
Original Submittal: 1/06/2015 Revised submittals: 8/01/2016, 12/23/2016, 03/09/2018, 10/29/2018	8851 Harding Avenue	18 multi-family units	01/22/2015, 08/18/2016, 01/23/2017, 03/23/2018, 11/29/2018	01/31/19 PZ recommended approval	Denied by the Commission	33 units	Request is for 18 units	1 requested: Section 90-82. -Off-street loading requirements (Loading Space Size).	Approved				Denied
7/3/2019	9580 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	N/A	8/29/2019	10/29/19			1 requested: eliminate landscaping along the north side of the building.	Approved				
1/7/2020	9340 Collins Avenue	Eden request to demolish and rebuild historic structure.	N/A	Deferred 1/30/20	Applicant withdrew the site plan				Withdrawn				Withdrawn by the applicant
1/7/2020	8926 Collins avenue	Arte request to have FFL vault encroach into landscape buffer.	N/A	1/30/2020	2/11/2020			Landscape buffer	Approved				

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2020
As of APRIL 30, 2020
58% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

June 9, 2020

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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GENERAL FUND - 001

REVENUE	\$ 14,022,481	\$16,549,272	85%
EXPENDITURES	7,566,098	\$16,549,272	46%
Net Change in Fund Balance	6,456,383		
Fund Balance-September 30, 2019 (Unaudited)	14,983,070 ^A		
Fund Balance-April 30, 2020 (Reserves)	\$ 21,439,453		

TOURIST RESORT FUND - 102

REVENUE	\$ 2,170,504	\$3,308,050	66%
EXPENDITURES	1,388,402	\$3,308,050	42%
Net Change in Fund Balance	782,102		
Fund Balance-September 30, 2019 (Unaudited)	1,641,917		
Fund Balance-April 30, 2020 (Reserves)	\$ 2,424,019		

POLICE FORFEITURE FUND - 105

REVENUE	\$ 13,671	\$101,300	13%
EXPENDITURES	72,274	\$101,300	71%
Net Change in Fund Balance	\$ (58,603)		
Fund Balance-September 30, 2019 (Unaudited)	105,724		
Fund Balance-April 30, 2020 (Reserves)	\$ 47,121		

TRANSPORTATION SURTAX FUND - 107

REVENUE	\$ 121,612	\$276,000	44%
EXPENDITURES	223,798	\$276,000	81%
Net Change in Fund Balance	(102,186)		
Fund Balance-September 30, 2019 (Unaudited)	328,377		
Fund Balance-April 30, 2020 (Reserves)	\$ 226,191		

BUILDING FUND - 150

REVENUE	\$ 324,260	\$1,517,713	21%
EXPENDITURES	777,782	\$1,517,713	51%
Net Change in Fund Balance	(453,522)		
Fund Balance-September 30, 2019 (Unaudited)	2,563,518		
Fund Balance-April 30, 2020 (Reserves)	\$ 2,109,996		

CAPITAL PROJECTS FUND - 301

REVENUE	\$ 157,253	\$250,000	63%
EXPENDITURES	103,485	\$250,000	41%
Net Change in Fund Balance	53,768		
Fund Balance-September 30, 2019 (Unaudited)	3,048,583		
Fund Balance-April 30, 2020 (Reserves)	\$ 3,102,351		

NOTES:

* Many revenues for April 2020 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$12,983,070 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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WATER & SEWER FUND - 401			
REVENUE	\$ 1,333,600	\$4,424,500	30%
EXPENDITURES	1,424,759	\$4,424,500	32%
Change in Net Position	(91,159)		
Unrestricted Net Position-September 30, 2019 (Unaudited)	(2,364,834)		
Unrestricted Net Position-April 30, 2020 (Reserves)	<u>\$ (2,455,993)</u>		

MUNICIPAL PARKING FUND - 402			
REVENUE	\$ 776,965	\$1,333,618	58%
EXPENDITURES	745,760	\$1,333,618	56%
Change in Net Position	31,205		
Unrestricted Net Position-September 30, 2019 (Unaudited)	1,203,569		
Unrestricted Net Position-April 30, 2020 (Reserves)	<u>\$ 1,234,774</u>		

SOLID WASTE FUND - 403			
REVENUE	\$ 937,070	\$2,132,673	44%
EXPENDITURES	1,293,076	\$2,132,673	61%
Change in Net Position	(356,006)		
Unrestricted Net Position-September 30, 2019 (Unaudited)	651,953		
Unrestricted Net Position-April 30, 2020 (Reserves)	<u>\$ 295,947</u>		

STORMWATER FUND - 404			
REVENUE	\$ 409,916	\$1,034,704	40%
EXPENDITURES	409,031	\$1,034,704	40%
Change in Net Position	885		
Unrestricted Net Position-September 30, 2019 (Unaudited)	3,200,646		
Unrestricted Net Position-April 30, 2020 (Reserves)	<u>\$ 3,201,531</u>		

FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 556,997	\$987,346	56%
EXPENDITURES	673,021	\$987,346	68%
Change in Net Position	(116,024)		
Unrestricted Net Position-September 30, 2019 (Unaudited)	822,860		
Unrestricted Net Position-April 30, 2020 (Reserves)	<u>\$ 706,836</u>		



Jason D. Greene, Finance Director

Guillermo Olmedillo, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2016 - April 2020

FUND	9/30/2016	9/30/2017	9/30/2018	9/30/2019	4/30/2020	CAGR ^(a)
General	\$ 7,368,408	\$ 8,460,802	\$ 10,902,050	\$ 14,983,070	\$ 21,439,453	26.7%
Tourist Resort	363,407	469,880	356,313	1,641,917	2,424,019	65.3%
Police Forfeiture	141,755	164,933	159,527	105,724	47,121	-9.3%
Transportation Surtax	354,264	388,363	263,292	328,377	226,191	-2.5%
Building	-	1,742,910	2,760,673	2,563,518	2,109,996	-3.6%
Capital Projects	1,154,352	576,122	2,158,902	3,048,583	3,102,351	38.2%
Water & Sewer	(2,827,890)	(3,048,579)	(2,546,398)	(2,364,834)	(2,455,993)	-5.8%
Municipal Parking	1,111,941	811,013	943,315	1,203,569	1,234,774	2.7%
Solid Waste	245,941	429,743	601,201	651,953	295,947	38.4%
Stormwater	3,392,370	3,264,379	3,203,878	3,200,646	3,201,531	-1.9%
Fleet Management	-	-	-	822,860	706,836	N/A
Total	\$ 11,304,548	\$ 13,259,566	\$ 18,802,753	\$ 26,185,383	\$ 32,332,226	30.0%

(a) - CAGR stands for Compound Average Growth Rate, and is a useful measure of growth over multiple time periods. It represents the growth rate of a Fund Balance from the initial time value to the ending balance if you assume that the fund has been compounding over a time period.



TOWN OF SURFSIDE
Office of the Town Attorney
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1065

TO: Mayor and Town Commission

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

CC: Guillermo Olmedillo, Town Manager

DATE: June 3, 2020

SUBJECT: Office of the Town Attorney Report for June 9, 2020

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

- May 5, 2020 - Virtual Budget Workshop Meeting
- May 14, 2020 - Virtual Special Town Commission Meeting
- May 26, 2020 - Virtual Special Town Commission Meeting
- June 3, 2020 - Virtual Zoning Workshop

Members of the firm assisted with the agendas and drafted the resolutions and ordinances for these meetings in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents. Members of the firm were instrumental in contacting Governor DeSantis early in the COVID-19 pandemic to seek approval by Emergency Order 20-69 for virtual commission meetings to ensure that the Town Commission could continue meeting and conducting essential Town business and implementing policy. The Firm assisted with the preparation and adoption of rules governing virtual meeting or communications

media technology for public meetings during the COVID-19 health emergency, as required by Governor DeSantis' Executive Order 20-69, "Emergency Management - COVID-19 Local Government Public Meetings." The Firm has also assisted the Town with the preparation of various emergency measures or orders due to the COVID-19 health pandemic.

Commission Support:

Attorneys of the firm have worked with members of the newly elected Town Commission to transition and address concerns and research specific issues and are always available, either in the office or by phone or email. The COVID-19 health pandemic has created additional challenges, and inhibited our ability to personally meet with members of the Town Commission. We appreciate your support as we transition and continue our third year of service and work in implementing new policy directives.

Staff Support:

Members of the firm have provided extensive support to Town administration and staff during the recent COVID-19 health pandemic, and addressed a variety of issues and assisted with the Town's response to the crisis.

As typical, members of the Firm continue to assist the Town administration and staff, as well boards and committees, with application review, contract and agreement review, procurement and purchasing, budgetary requirements and approval process, various solicitations and agreements, IT related agreements, ADA compliance agreements, Code enforcement and interpretation, attendance at Special Master Hearings, beach furniture operator permits and administration, police related issues and matters, review and preparation of RFP for design/build of photovoltaic system for Community Center and RFQ for design of 96th Street Park, vehicle purchases for Town Departments, building permit and enforcement issues, subpoenas and public records requests, research, litigation support, oversight and case management, Town Code interpretation and application, labor, employee and pension matters, and various procurements and service provider contracts for Town Departments.

Key Issues:

The workload has been diverse and has included specific issue support to every department. Key issues over the past year have included:

- Negotiation and document drafting for several interlocal issues
- Various development and quasi-judicial applications
- Code of Ethics and Lobbying Code
- Roof Height Ordinance
- Freeboard Ordinance
- Sign Code Amendment Ordinance
- Amendments to the Town's Purchasing Code and Cone of Silence
- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Ethics Ordinance
- Driveway Modifications
- Ordinance Banning Plastic Straws and Resolution Establishing Fees/Fines for Violations
- Solar Panel Permitting Ordinance and Resolution Providing for Waiver of Fees and Expediting of Permit Process
- Ordinance Lifting Prohibition on Surfboards
- Ordinance on Building Lengths and Building Separations
- Ordinance Revising Development Application Procedures
- Ordinance on Marine Turtle Lighting
- Ordinance on Development Approvals Procedures
- Ordinance on Cone of Silence Procurement Process
- Sensible Gun Reform Resolution
- Plastic Bag Ban Legislation and Analysis
- Tourist Board Agreements and Procurement
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Firearm Preemption Lawsuit

- Beach Furniture Ordinance and Regulations
- Comprehensive Plan Amendments
- Solid Waste Service Assessment Ordinance, and accompany Preliminary and Final Rate Resolutions
- PACE District Agreements
- Aggregation of Single Family Lots Ordinance
- DIC/DRG/DRB Procedures Ordinance
- Building Length Ordinance & Grandfathering Amendments
- Beach Re-nourishment
- Recycling Agreement
- Agreement for Landscape Maintenance Services
- Agreement for Concession Services at the Community Center
- Agreement for Tourist Board Marketing Services
- Ordinance for Reasonable Accommodations Procedures
- Ordinance Amending Secondary Frontage Fence and Ornamental Wall Regulations
- Ordinance Amending Plastic Straw Ban Ordinance
- Ordinance Corner Lot Fencing
- Ordinance Amending Ethics Code to Require Disclosure of Business Relationships
- Ordinance on Hotels in H40 District
- Ordinance Banning the Sale and Distribution of Sunscreens Containing Oxybenzone and/or Octinoxate
- Request for Proposals (RFP) for Downtown LED Lighting
- Florida Friendly Landscape and Fertilizer Ordinance
- State of Florida Model Flood Ordinance
- Parking Waiver Ordinance (and Extension) for Business District
- Ordinance Regulating Single-Use Plastics and Repeal of Ordinance
- Ordinance Regulating Hurricane Shutters
- Ordinance Regarding Waiver of Lobbyist Registration Fees for Town Businesses.
- Ordinance Amending Qualifying Dates for March 17, 2020 Election
- Ordinance Restricting Hotel Accessory Uses in H40 District South of 93 Street

- Resolution and Preparation of Adoption of Travel, Transportation and Meal Policy for Town Officials and Employees
- Resolutions Adopting Proposed 2019/2020 Millage Rate and Budget
- Regulation of Herbicides/Glyphosate
- Ordinance Establishing Limitations for Hotels in the H40 District South of 93 Street
- Renewal/Amendment of Post Office Lease with USPS
- Ordinance on Residential Setbacks
- Text Messaging Policy for Town Employees
- Resolution Declaring Climate Crisis
- Resolution Adopting Climate Crisis Report
- Ordinance Amending Purchasing Code
- Ordinance on Artificial Turf
- Ordinance Repealing Aggregated Setbacks
- Emergency Declaration and Emergency Measures and Orders related to the COVID-19 health pandemic.
- Contract Review Related to COVID-19 health pandemic.
- Resolution Establishing Budget Committee
- Resolution On Parks and Recreation Committee
- Resolution Revising Down Vision Advisory Committee (DVAC) Charter
- Resolution Revising Resiliency Reserve Fund Policy
- Repeal of Ch 90 Zoning Code and Map and Adoption of New Zoning Code
- Ordinance Revising Planning & Zoning Board Membership to Add Resiliency Member
- Ordinance Revising Resort Tax Board Membership to Add Resiliency Member
- Resolution Combatting Hate Due to COVID-19 Health Pandemic
- Resolutions Approving Interlocal Agreements with Miami-Dade County for Access to Exempt Information and Enforcement of Miami-Dade County Code
- Resolution for the Purchase of Police Body-Worn Cameras and Preparation of Agreement

Litigation: New or supplemental information is provided for the following case:

No report at this time. Information on pending litigation has or will be provided individually to members of the Town Commission, as needed.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County, including implementation of adopted House and Senate Bills for the 2020 Florida Legislative Session. Matters which we will continue to work on and anticipate in the upcoming months include, implementation of various policy directives from newly elected Mayor and Town Commissioners, orientation and training of newly elected Commissioners related to Sunshine Law, Public Records Law and Ethics, issues related to the COVID-19 health pandemic, including issuance and implementation of various emergency orders and measures, review of existing contracts for services related to the COVID-19 pandemic, review of utility/franchise agreements and address existing telecommunication facilities in the Town's rights-of-way, revised or replacement beach furniture ordinance, short term rentals ordinance, review of revenue utility bonds and reduction of water/sewer rates, review and analysis of Resort Tax and Tourist Board legislation, procurement of professional services and contracts, FAA revised NextGen flights paths, review and policy implementation of revisions to Zoning Code and Map, review and monitoring of all Development Orders and approvals, police matters and agreements, stormwater utility fees' methodology and collection, re-imposition of solid waste assessment by initial and final rate resolutions, RFQs for Planning Services, Engineering Services and Abbot Avenue Drainage work, and various procurements and service or provider agreements for Town improvements, facilities and programs.

Agenda Deadline Dates

MONTH	Deadline - Items To	Agenda Deadline - All	Agenda	
	Town Attorney	Completed Items To	Distribution	Commission Meeting
		Town Clerk	Date	Date
January 2020	10/20/2019	1/3/2020	1/8/2020	1/14/2020
February 2020	1/17/2020	1/31/2020	2/5/2020	2/11/2020
March 2020	2/18/2020	3/3/2020	3/6/2020	3/12/2020*
April 2020	3/24/2020	4/7/2020	4/10/2020	4/16/2020*
May 2020	4/17/2020	5/1/2020	5/6/2020	5/12/2020
June 2020	5/15/2020	5/29/2020	6/3/2020	6/9/2020
July 2020	6/19/2020	7/3/2020	7/8/2020	7/14/2020
August 2020	7/17/2020	7/31/2020	8/5/2020	8/11/2020
September 2020	8/18/2020	9/1/2020	9/4/2020	9/10/2020*
October 2020	9/18/2020	10/2/2020	10/7/2020	10/13/2020
November 2020	10/20/2020	11/3/2020	11/6/2020	11/12/2020*
December 2020	11/13/2020	11/27/2020	12/2/2020	12/8/2020
January 2021	12/18/2020	1/1/2021	1/8/2020	1/14/2021*

*3/10/2020 Meeting changed to Thursday 3/12/2020 in observance of P Purim

*4/14/2020 Meeting changed to Thursday 4/16/2020 in observance of Passover

*09/08/2020 Meeting changed to Thursday 09/10/2020 due to Labor Day Holiday

*11/10/2020 Meeting Changed to Thursday 11/12/2020 due to Veteran's Day holiday

*01/12/2021 Meeting changed to Thursday 01/14/2021 due to Christmas and New Year's holidays

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, HONORING ARYA GRAY AND DIRECTING THE TOWN MANAGER TO IMPLEMENT CHANGES TO THE TOWN’S SUMMER CAMP AND SCHOLARSHIP PROGRAMS AND INSTALL A MEMORIAL PAVER IN HONOR OF ARYA GRAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 12, 2020, Ms. Arya Gray, a freshman from Miami Beach High School, tragically fell victim to accidental gunfire while she was visiting a friend’s apartment; and

WHEREAS, Ms. Gray was an outstanding young woman raised in the Town of Surfside (the “Town”) by her parents and family; and

WHEREAS, on May 16, 2020, the Town community joined in mourning the loss of Ms. Gray by holding a community candlelight vigil to honor Ms. Gray and to provide Ms. Gray’s family with support and compassion; and

WHEREAS, the Town Commission desires to further honor the memory of Ms. Gray by memorializing her name within the Town; and

WHEREAS, in order to honor Ms. Gray’s memory, the Town Commission desires to rename a “Higher Education Scholarship” after Ms. Gray, dedicate a memorial paver in her name at the Town Community Center, and incorporate a gun safety component into the Town’s Summer Camp curriculum; 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. Honoring Arya Gray and Directing the Town Manager. The Town Commission hereby honors Arya Gray and directs the Town Manager to: (1) rename one of the Town's "Higher Education Scholarships" to the "Arya Gray Higher Education Scholarship"; (2) incorporate a gun safety education component into the Town's Summer Camp curriculum, and (3) install a memorial paver at the Town Community Center in honor of Arya Gray.

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 9th day of June, 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

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~~ or 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 or~~ 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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between first and second reading are indicated with ~~highlighted double strikethrough~~ and double underline.

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 any of the following areas: tourism, public relations, marketing, event planning 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

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86 the director or town manager, the chairman shall certify such non-attendance to the town
87 commission, and, upon such certification, the board member shall be deemed to have been
88 removed and the Town Commission shall fill the vacancy pursuant to paragraph (b) above.

89 * * *

90
91
92 **Section 3. Codification.** That it is the intent of the Town Commission that the provisions of
93 this ordinance shall become and be made a part of the Town’s Code of Ordinances, and that the
94 sections of this Ordinance may be renumbered or relettered and the word “ordinance” may be
95 changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to
96 accomplish such intentions.

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

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

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

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

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

112
113 **First Reading:**

114 Motion by: _____
115 Second by: _____

116
117 **Second Reading:**

118 Motion by: _____
119 Second by: _____

120
121 **FINAL VOTE ON ADOPTION**

122 Commissioner Nelly Velasquez _____
123 Commissioner Eliana Salzhauer _____
124 Commissioner Charles Kesl _____
125 Vice Mayor Tina Paul _____
126 Mayor Charles Burkett _____

127
128
129 _____
130 Charles Burkett, Mayor

131
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.

132 Attest:

133

134

135

136

Sandra Novoa, MMC

137 Town Clerk

138

139 Approved as to Form and Legal Sufficiency:

140

141

142

143

Weiss Serota Helfman Cole & Bierman, P.L.

144 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.



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: June 1, 2020

From: Vice Mayor Tina Paul

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

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 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, religion, 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, Jews and People of Color 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.

This Resolution was originally presented at the May 26, 2020 Commission meeting has since been revised to be all-encompassing in regards to race, creed, color, ethnicity, national origin, religion, gender expression, sexual orientation, age, mental or physical ability and individual human rights.

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

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING A COMMITMENT TO PROTECT THE SAFETY AND WELFARE OF ALL COMMUNITY MEMBERS AND TO COMBAT HATEFUL ACTIONS 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 6,229,408 individuals worldwide, and more than 376,973 confirmed deaths worldwide as of June 1, 2020, according to John Hopkins University Coronavirus Resource Center, and 1,787,680 cases and 104,396 deaths have been reported in the United States according to the Centers For Disease Control and Prevention, as of June 1, 2020, affecting individuals of all races, national and ethnic backgrounds, and religions; and

WHEREAS, COVID-19 will not be stopped by political boundaries and was not created or caused by any race, nationality or ethnicity, extremists are taking advantage of COVID-19 by spreading hateful ideologies using geographic descriptors that can fuel ethnic, racial and religious discrimination; and

WHEREAS, 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, or ethnic terms, such as “Chinese virus” or “Kung-Flu virus”, to describe COVID-19 encourages hate crimes against Asians and furthers the spread of misinformation; and

WHEREAS, the Jewish community has been targeted with blame, hate, anti-Semitic conspiracy theories about the community creating, spreading, and profiting from COVID-19 at a time when communities should be working together to overcome the COVID-19 emergency; and

WHEREAS, Because of ongoing systemic Anti-Blackness, a Black Miami Doctor who assisted and tested the homeless for COVID-19 in Overtown, was handcuffed in front of his home; and

WHEREAS, According to the League of United Latin American Citizens, 4 out of 5 Latino workers are considered essential workers, therefore they are being exposed to COVID-19 in ways that many American workers are not; and

WHEREAS, it is critical that the Town take leadership and stand in solidarity with its Asian, Jewish, Black and Latino communities to denounce discriminatory and hate-motivated behavior and violence towards them and provide equal treatment for its residents and international visitors as we confront the prejudices of the COVID-19 pandemic; and

WHEREAS, all residents and visitors of Surfside are encouraged to treat each other with respect and strive to keep every person safe during this unprecedented pandemic and beyond, all individuals are encouraged to report hateful speech, violent action, and the spread of misinformation related to COVID-19 to the 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 Commission hereby declares the Town's commitment to protecting the safety and welfare of all community members by denouncing all forms of bigotry and hateful speech, violent action, and the spread of misinformation related 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 9th day of June, 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

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING A COMMITMENT TO PROTECT THE SAFETY AND WELFARE OF ALL COMMUNITY MEMBERS AND TO COMBAT HATEFUL ACTIONS 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 6,229,408 individuals worldwide, and more than 376,973 confirmed deaths worldwide as of June 1, 2020, according to John Hopkins University Coronavirus Resource Center, and 1,787,680 cases and 104,396 deaths have been reported in the United States according to the Centers For Disease Control and Prevention, as of June 1, 2020, affecting individuals of all races, national and ethnic backgrounds, and religions; and

WHEREAS, COVID-19 will not be stopped by political boundaries and was not created or caused by any race, nationality or ethnicity, extremists are taking advantage of COVID-19 by spreading hateful ideologies using geographic descriptors that can fuel ethnic, racial and religious discrimination; and

WHEREAS, Individuals from many races and religions have been wrongly blamed for the COVID-19 pandemic, causing an increased frequency of hate crimes, discrimination, and aggression towards those races and religions; and

WHEREAS, COVID-19 is a public health crisis, and the use of racial, or ethnic terms, such as “Chinese virus” or “Kung-Flu virus”, to describe COVID-19 encourages hate crimes against Asians and the other aforementioned races and religions and furthers the spread of misinformation; and

WHEREAS, the Jewish community has been targeted with blame, hate, anti-Semitic conspiracy theories about the community creating, spreading, and profiting from COVID-19 at a time when communities should be working together to overcome the COVID-19 emergency; and

WHEREAS, a Black Miami doctor who assisted and tested the homeless for COVID-19 in Overtown, was handcuffed in front of his home for not having identification; and

WHEREAS, Christians and Evangelicals have been blamed in a March 27, 2020 New York Times headline; “The Road to Coronavirus Hell Was Paved by Evangelicals” implying that Evangelical Conservatives caused the plague; and

WHEREAS, it is critical that the Town take leadership and stand in solidarity with all of the aforementioned communities to denounce discriminatory and hate-motivated behavior and violence towards them and provide equal treatment for its residents and international visitors as we confront the prejudices of the COVID-19 pandemic; and

WHEREAS, all residents and visitors of the Town are encouraged to treat each other with respect and strive to keep every person safe during this unprecedented pandemic and beyond, all individuals are encouraged to report hateful speech, violent action, and the spread of misinformation related to COVID-19 to the 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 Commission hereby declares the Town's commitment to protecting the safety and welfare of all community members by denouncing all forms of bigotry and hateful speech, violent action, and the spread of misinformation related 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 9th day of June, 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. 5C

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:

RESOLUTION NO. 2020 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PURCHASE OF A POLICE BODY-WORN CAMERA SYSTEM AND ASSOCIATED HARDWARE, LICENSING AND VIDEO STORAGE SOFTWARE FOR THE POLICE DEPARTMENT FROM AXON ENTERPRISE, INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER, POLICE CHIEF AND TOWN ATTORNEY TO NEGOTIATE, FINALIZE AND EXECUTE A MASTER SERVICES AND PURCHASING AGREEMENT FOR A FIVE YEAR TERM FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (Town”) is seeking to implement a police body-worn camera system to record police-citizen interactions, calls for service and traffic enforcement initiatives, with the benefits to include accountability and transparency, enhanced community relations, video and evidence documentation, resolution of officer involved incidents and incident-based specific training; and

WHEREAS, the Town Police Department seeks to implement the camera system in phases, with the initial Phase I consisting of the purchase of 25 body-worn cameras and associated hardware, licensing and video storage software (“Camera System”), and training and buildout of a dedicated area to store the cameras and a dedicated internet access point for the camera data uploads; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, competitive procurement and terms and pricing for the Camera System has been obtained through the National Purchasing Partners Group Purchasing Organization (“NPPGOV”), a national cooperative procurement organization, under RFP No. 1505; and

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

WHEREAS, Axon Enterprise, Inc. (“Axon”), has provided the Quotation attached hereto as Exhibit “A” for the Camera System at a cost of \$120,618.60; and

WHEREAS, the Town Commission wishes to approve a Master Services and Purchase Agreement with Axon (“Agreement”) consistent with the Quotation attached hereto as Exhibit “A”, and in substantially the form attached hereto as Exhibit “B”; and

WHEREAS, the Town Commission wishes to authorize the Town Mayor, Police Chief and Town Attorney to purchase the Camera System and negotiate the Agreement in the best interest of the Town and finalize and execute same; and

WHEREAS, the Town Commission finds that the purchase of the Camera System is in the best interests and welfare of the Town and its residents.

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

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

Section 2. Purchase of Camera System Approved; Exemption from Competitive Bidding; Authorization to Town Manager, Police Chief and Town Attorney. The purchase of the Camera System in the amount of \$120,618.60 from Axon is hereby approved, in accordance with the Quotation attached hereto as Exhibit “A.” The Town Commission finds that pursuant to Section 3-13(3) of the Town’s Code, the purchase of the Camera System is exempt from competitive bidding. The Town Mayor, Police Chief and Town Attorney are hereby

authorized to negotiate the Agreement in the best interest of the Town and finalize and execute same. The Town Manager is authorized to execute the Agreement in substantially the form attached hereto as Exhibit "B," subject to approval as to final form, content, and legal sufficiency by the Town Mayor, Police Chief and Town Attorney.

Section 3. Implementation. The Town Manager, Police Chief and Town Officials are authorized to take any and all necessary or further action to implement the purchase of the Camera System and the purposes of this Resolution.

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

PASSED AND ADOPTED this 9th day of June, 2020.

FINAL VOTE ON ADOPTION

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 LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

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.

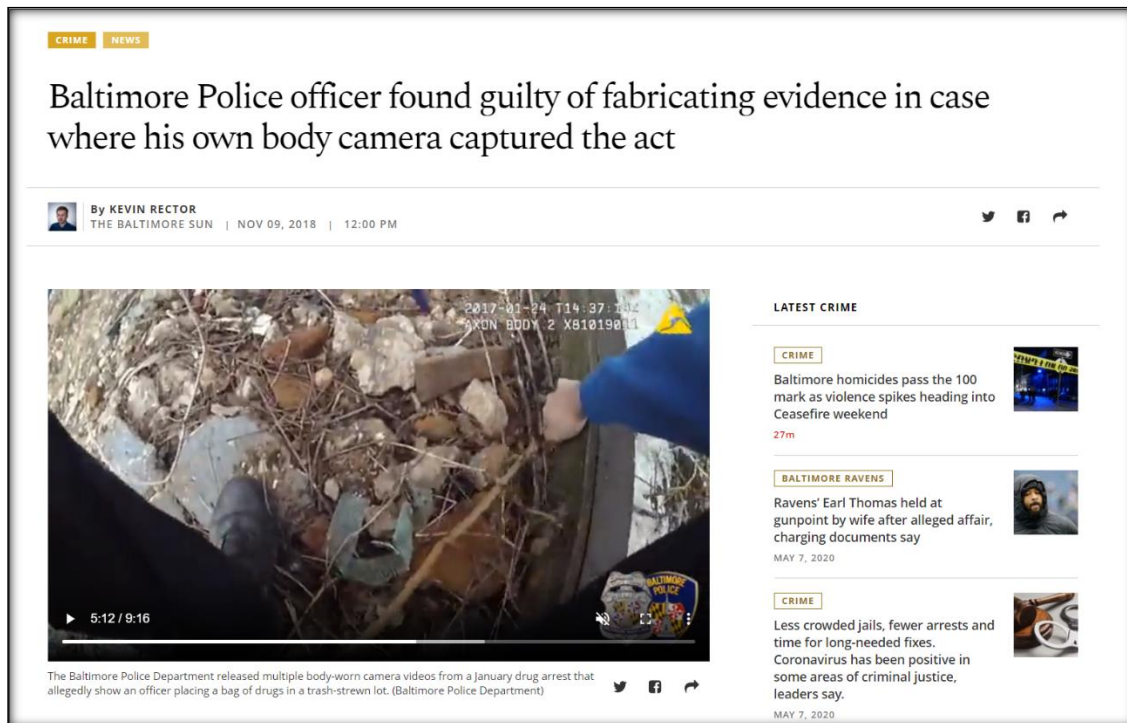
Transparency

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

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:

<p>Account Maintenance</p> <ul style="list-style-type: none">• 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
<p>Direct Support</p> <ul style="list-style-type: none">• Providing remote, tier 1 and tier 2 technical support for Axon devices• Creating and monitoring RMAs remotely
<p>Data Analysis</p> <ul style="list-style-type: none">• 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
<p>Agency Advocacy</p> <ul style="list-style-type: none">• 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.



MEMORANDUM

ITEM NO. 5D

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

From: Guillermo Olmedillo, Town Manager

Date: June 9, 2020

Subject: Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding

The CARES Act was signed into law on March 27, 2020 and appropriated \$150 billion of direct federal funding for state and local governments to address unforeseen financial needs and risks created by the Novel Coronavirus ("COVID-19") pandemic public health emergency. Only states and units of local government with more than 500,000 residents were eligible to receive direct federal funding through the Coronavirus Relief Fund.

Twelve (12) localities in the State of Florida received direct federal funds. No city in Florida (except the combined city/county government of Jacksonville /Duval County) received direct funding.

The CARES Act appropriated nearly half a billion dollars (\$474,085,078.50) to Miami-Dade County, making this the highest amount in direct federal funding to any eligible local government in the State as indicated in the attached and incorporated list of Payments to States and Eligible Units of Local Governments.

With the Town of Surfside taking unprecedented steps in response to the impact of the COVID-19 pandemic on our community Town Administration recommends the attached resolution which urges Miami-Dade County Mayor Carlos A. Gimenez and the Board of County Commissioners to transfer CARES Act funds to the Town and to other units of local government within the County based on population and rates of COVID-19 cases.

Reviewed by: GO/LA

Prepared by: JDG

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING MIAMI-DADE COUNTY MAYOR CARLOS A. GIMENEZ AND THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA TO TRANSFER CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT DIRECT FEDERAL FUNDS RECEIVED BY MIAMI-DADE COUNTY TO THE TOWN OF SURFSIDE AND TO OTHER UNITS OF LOCAL GOVERNMENT WITHIN THE COUNTY BASED ON POPULATION AND RATES OF COVID-19 CASES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law on March 27, 2020 and appropriated \$150 billion of direct federal funding for state and local governments to address unforeseen financial needs and risks created by the Novel Coronavirus (“COVID-19”) pandemic public health emergency; and

WHEREAS, states and units of local government with more than 500,000 residents received direct federal funding through the Coronavirus Relief Fund; and

WHEREAS, twelve (12) localities in the State of Florida (“State”) received direct federal funds and no municipality in Florida (except the combined city/county government of Jacksonville/Duval County) received direct funding; and

WHEREAS, the CARES Act appropriated nearly half a billion dollars (\$474,085,078.50) to Miami-Dade County (“County”) making this the highest amount in direct federal funding to any eligible local government in the State as indicated in the attached and incorporated list of Payments to States and Eligible Units of Local Governments (Exhibit “A”); and

WHEREAS, the Town of Surfside (the “Town”) has taken unprecedented steps in response to the impact of the COVID-19 pandemic on our community to include participation in testing sites, feeding programs and sites that have served residents of the Town and County; and

WHEREAS, the Town has experienced unforeseen financial needs and risks created by the COVID-19 pandemic public health emergency; and

WHEREAS, other units of local government within the County have also experienced unforeseen financial needs and risks created by the COVID-19 pandemic public health emergency; and

WHEREAS, in conversations with the Miami-Dade County League of Cities, the County committed to transferring CARES Act funds to units of local government within the County; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest of the public health, welfare, and safety of the Town’s residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. Urging Miami-Dade County. That the Mayor and Town Commission of the Town of Surfside urge Miami-Dade County Mayor Carlos A. Gimenez and the Board of County Commissioners to transfer CARES Act funds to the Town and to other units of local government within the County based on population and rates of COVID-19 cases.

Section 3. Transmittal. That the Town Clerk is directed to transmit a copy of this Resolution to Miami-Dade County Mayor Carlos A. Gimenez and the Board of County Commissioners.

Section 4. Effective Date. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of June, 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

Payments to States and Eligible Units of Local Government

Alabama	Total allocation	\$1,901,262,159.90
	<i>Eligible local governments that certified:</i>	
	Jefferson County	\$114,915,910.00
	Payment to the state	\$1,786,346,249.90
Alaska	Total allocation and payment to the state	\$1,250,000,000.00
Arizona	Total allocation	\$2,822,399,971.50
	<i>Eligible local governments that certified:</i>	
	Maricopa County	\$398,960,913.50
	Mesa city	\$90,389,099.40
	Phoenix city	\$293,320,141.10
	Pima County	\$87,107,597.40
	Tucson city	\$95,634,512.10
	Payment to the state	\$1,856,987,708.00
Arkansas	Total allocation and payment to the state	\$1,250,000,000.00
California	Total allocation	\$15,321,284,928.40
	<i>Eligible local governments that certified:</i>	
	Alameda County	\$291,634,022.20
	Contra Costa County	\$201,281,391.70
	Fresno County	\$81,579,507.20
	Fresno city	\$92,755,912.80
	Kern County	\$157,078,307.20
	Los Angeles County	\$1,057,341,431.90
	Los Angeles city	\$694,405,323.80
	Orange County	\$554,133,764.90
	Riverside County	\$431,091,225.60
	Sacramento County	\$181,198,725.20
	Sacramento city	\$89,623,427.20
	San Bernardino County	\$380,408,020.90
	San Diego County	\$334,061,822.10
	San Diego city	\$248,451,019.60
	San Francisco city	\$153,823,502.50
	San Joaquin County	\$132,988,948.70
	San Jose city	\$178,295,348.00
	San Mateo County	\$133,761,077.10
	Santa Clara County	\$158,099,959.50
	Stanislaus County	\$96,085,923.60
	Ventura County	\$147,621,523.10
	Payment to the state	\$9,525,564,743.60

Payments to States and Eligible Units of Local Government

Colorado	Total allocation	\$2,233,011,164.20
	<i>Eligible local governments that certified:</i>	
	Adams County	\$90,285,974.40
	Arapahoe County	\$114,569,891.70
	Denver city	\$126,892,711.70
	El Paso County	\$125,704,768.20
	Jefferson County	\$101,708,239.70
	Payment to the state	\$1,673,849,578.50
Connecticut	Total allocation and payment to the state	\$1,382,477,973.40
Delaware	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	New Castle County	\$322,766,668.80
	Payment to the state	\$927,233,331.20
Florida	Total allocation	\$8,328,221,072.10
	<i>Eligible local governments that certified:</i>	
	Brevard County	\$105,034,237.20
	Broward County	\$340,744,702.30
	Hillsborough County	\$256,847,065.00
	Jacksonville city/Duval County	\$167,120,861.80
	Lee County	\$134,459,744.20
	Miami-Dade County	\$474,085,078.50
	Orange County	\$243,146,628.50
	Palm Beach County	\$261,174,822.80
	Pasco County	\$96,659,479.80
	Pinellas County	\$170,129,283.40
	Polk County	\$126,467,997.40
	Volusia County	\$96,543,791.40
	Payment to the state	\$5,855,807,379.80
Georgia	Total allocation	\$4,117,018,751.10
	<i>Eligible local governments that certified:</i>	
	Atlanta city	\$88,434,611.30
	Cobb County	\$132,638,742.70
	DeKalb County	\$125,341,475.20
	Fulton County	\$104,364,186.80
	Gwinnett County	\$163,368,405.20
	Payment to the state	\$3,502,871,329.90
Hawaii	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Honolulu County	\$387,176,021.20

Payments to States and Eligible Units of Local Government

	Payment to the state	\$862,823,978.80
Idaho	Total allocation and payment to the state	\$1,250,000,000.00
Illinois	Total allocation	\$4,913,633,437.00
	<i>Eligible local governments that certified:</i>	
	Chicago city	\$470,078,037.60
	Cook County	\$428,597,905.20
	DuPage County	\$161,042,597.50
	Kane County	\$92,900,217.90
	Lake County	\$121,539,986.20
	Will County	\$120,529,326.90
	Payment to the state	\$3,518,945,365.70
Indiana	Total allocation	\$2,610,489,556.60
	<i>Eligible local governments that certified:</i>	
	Indianapolis city/Marion County	\$168,312,120.70
	Payment to the state	\$2,442,177,435.90
Iowa	Total allocation and payment to the state	\$1,250,000,000.00
Kansas	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Johnson County	\$116,311,033.60
	Sedgwick County	\$99,636,916.90
	Payment to the state	\$1,034,052,049.50
Kentucky	Total allocation	\$1,732,387,747.50
	<i>Eligible local governments that certified:</i>	
	Louisville/Jefferson County metro government	\$133,793,183.70
	Payment to the state	\$1,598,594,563.80
Louisiana	Total allocation and payment to the state	\$1,802,619,342.60
Maine	Total allocation and payment to the state	\$1,250,000,000.00
Maryland	Total allocation	\$2,344,276,753.70
	<i>Eligible local governments that certified:</i>	
	Anne Arundel County	\$101,071,866.30
	Baltimore County	\$144,369,684.80
	Baltimore city	\$103,559,428.30
	Montgomery County	\$183,336,953.70
	Prince George's County	\$158,670,549.30
	Payment to the state	\$1,653,268,271.30

Payments to States and Eligible Units of Local Government

Massachusetts	Total allocation	\$2,672,641,383.20
	<i>Eligible local governments that certified:</i>	
	Boston city	\$120,853,359.10
	Plymouth County	\$90,945,729.80
	Payment to the state	\$2,460,842,294.30
Michigan	Total allocation	\$3,872,510,074.60
	<i>Eligible local governments that certified:</i>	
	Detroit city	\$116,915,242.60
	Kent County	\$114,633,581.40
	Macomb County	\$152,501,374.40
	Oakland County	\$219,438,710.20
	Wayne County	\$188,331,621.00
	Payment to the state	\$3,080,689,545.00
Minnesota	Total allocation	\$2,186,827,320.80
	<i>Eligible local governments that certified:</i>	
	Hennepin County	\$220,879,842.00
	Ramsey County	\$96,026,770.70
	Payment to the state	\$1,869,920,708.10
Mississippi	Total allocation and payment to the state	\$1,250,000,000.00
Missouri	Total allocation	\$2,379,853,017.00
	<i>Eligible local governments that certified:</i>	
	Jackson County	\$122,669,998.30
	St. Louis County	\$173,481,105.80
	Payment to the state	\$2,083,701,912.90
Montana	Total allocation and payment to the state	\$1,250,000,000.00
Nebraska	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Douglas County	\$166,134,257.90
	Payment to the state	\$1,083,865,742.10
Nevada	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Clark County	\$295,004,619.90
	Las Vegas city	\$118,944,279.90
	Payment to the state	\$836,051,100.20
New Hampshire	Total allocation and payment to the state	\$1,250,000,000.00

Payments to States and Eligible Units of Local Government

New Jersey	Total allocation	\$3,444,163,690.30
	<i>Eligible local governments that certified:</i>	
	Bergen County	\$162,662,060.40
	Camden County	\$88,375,283.90
	Essex County	\$139,414,976.30
	Hudson County	\$117,327,044.40
	Middlesex County	\$143,966,956.60
	Monmouth County	\$107,974,955.70
	Ocean County	\$105,949,274.70
	Passaic County	\$87,564,767.20
	Union County	\$97,077,214.30
	Payment to the state	\$2,393,851,156.80
New Mexico	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Albuquerque city	\$150,364,461.10
	Bernalillo County	\$31,818,045.20
	Payment to the state	\$1,067,817,493.70
New York	Total allocation	\$7,543,325,288.30
	<i>Eligible local governments that certified:</i>	
	Erie County	\$160,306,414.50
	Hempstead town	\$133,832,095.50
	Monroe County	\$129,433,144.90
	Nassau County	\$102,940,678.70
	New York city	\$1,454,710,277.70
	Suffolk County	\$257,655,487.80
	Westchester County	\$168,822,336.10
	Payment to the state	\$5,135,624,853.10
North Carolina	Total allocation	\$4,066,866,177.50
	<i>Eligible local governments that certified:</i>	
	Charlotte city	\$154,549,215.90
	Guilford County	\$93,732,720.60
	Mecklenburg County	\$39,199,343.60
	Wake County	\$193,993,721.20
	Payment to the state	\$3,585,391,176.20
North Dakota	Total allocation and payment to the state	\$1,250,000,000.00
Ohio	Total allocation	\$4,532,572,911.90
	<i>Eligible local governments that certified:</i>	
	Columbus city	\$156,790,569.40

Payments to States and Eligible Units of Local Government

	Cuyahoga County	\$215,510,539.80
	Franklin County	\$76,336,362.90
	Hamilton County	\$142,642,734.60
	Montgomery County	\$92,775,281.40
	Summit County	\$94,402,596.50
	Payment to the state	\$3,754,114,827.30
Oklahoma	Total allocation	\$1,534,357,612.40
	<i>Eligible local governments that certified:</i>	
	Oklahoma City city	\$114,302,395.10
	Oklahoma County	\$47,291,598.00
	Tulsa County	\$113,690,799.60
	Payment to the state	\$1,259,072,819.70
Oregon	Total allocation	\$1,635,472,403.80
	<i>Eligible local governments that certified:</i>	
	Multnomah County	\$28,057,836.50
	Portland city	\$114,247,255.50
	Washington County	\$104,660,474.70
	Payment to the state	\$1,388,506,837.10
Pennsylvania	Total allocation	\$4,964,107,464.10
	<i>Eligible local governments that certified:</i>	
	Allegheny County	\$212,190,475.10
	Bucks County	\$109,628,270.10
	Chester County	\$91,606,532.10
	Delaware County	\$98,892,981.10
	Lancaster County	\$95,224,629.70
	Montgomery County	\$144,988,260.00
	Philadelphia city	\$276,406,952.60
	Payment to the state	\$3,935,169,363.40
Rhode Island	Total allocation and payment to the state	\$1,250,000,000.00
South Carolina	Total allocation	\$1,996,468,642.30
	<i>Eligible local governments that certified:</i>	
	Greenville County	\$91,354,041.70
	Payment to the state	\$1,905,114,600.60
South Dakota	Total allocation and payment to the state	\$1,250,000,000.00
Tennessee	Total allocation	\$2,648,084,889.60
	<i>Eligible local governments that certified:</i>	
	Memphis city	\$113,607,217.80

Payments to States and Eligible Units of Local Government

	Nashville-Davidson metropolitan government	\$121,122,775.20
	Shelby County	\$49,921,022.30
	Payment to the state	\$2,363,433,874.30
Texas	Total allocation	\$11,243,461,410.70
	<i>Eligible local governments that certified:</i>	
	Austin city	\$170,811,897.20
	Bexar County	\$79,626,415.00
	Collin County	\$171,453,156.40
	Dallas County	\$239,952,372.70
	Dallas city	\$234,443,127.60
	Denton County	\$147,733,721.60
	El Paso County	\$27,484,280.40
	El Paso city	\$118,956,278.90
	Fort Bend County	\$134,262,393.50
	Fort Worth city	\$158,715,568.30
	Harris County	\$425,942,656.10
	Hidalgo County	\$151,582,672.50
	Houston city	\$404,868,873.40
	Montgomery County	\$104,983,285.40
	San Antonio city	\$269,983,717.00
	Tarrant County	\$209,816,856.50
	Travis County	\$61,147,507.20
	Williamson County	\$93,382,340.10
	Payment to the state	\$8,038,314,290.90
Utah	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Salt Lake County	\$203,603,981.20
	Utah County	\$111,630,341.90
	Payment to the state	\$934,765,676.90
Vermont	Total allocation and payment to the state	\$1,250,000,000.00
Virginia	Total allocation	\$3,309,738,321.00
	<i>Eligible local governments that certified:</i>	
	Fairfax County	\$200,235,484.90
	Payment to the state	\$3,109,502,836.10
Washington	Total allocation	\$2,952,755,792.90
	<i>Eligible local governments that certified:</i>	
	King County	\$261,582,611.20
	Pierce County	\$157,912,031.30
	Seattle city	\$131,510,475.60

Payments to States and Eligible Units of Local Government

	Snohomish County	\$143,447,144.10
	Spokane County	\$91,224,219.50
	Payment to the state	\$2,167,079,311.20
West Virginia	Total allocation and payment to the state	\$1,250,000,000.00
Wisconsin	Total allocation	\$2,257,710,741.60
	<i>Eligible local governments that certified:</i>	
	Dane County	\$95,394,061.70
	Milwaukee County	\$62,044,048.60
	Milwaukee city	\$102,977,845.50
	Payment to the state	\$1,997,294,785.80
Wyoming	Total allocation and payment to the state	\$1,250,000,000.00



MEMORANDUM

ITEM NO. 5E

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: June 9, 2020
Subject: FY 2020 Budget Amendment Resolution No. 6

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:

WATER AND SEWER FUND (Attachment A)

The Water and Sewer Fund is being amended to appropriate funds for the purchase of a backup pump for sewer lift stations in the amount of \$32,612.

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. 6 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 Water and Sewer 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 Water and Sewer 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 Budget amendment and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 9th day of June, 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. 6
 Fund No. 401 Water & Sewer Fund

6/9/2020

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
WATER AND SEWER FUND						
EXPENDITURES						
401-9900-536-99-10	Contingency Reserve - Current Year	Transfer of current year contingency reserves for the purchase of a backup pump for sewer lift stations	\$ 340,589		\$ 32,612	\$ 307,977
401-9900-536-64-10	Capital Outlay - Machinery & Equipment		\$ 32,610	\$ 32,612		\$ 65,222
TOTAL	CAPITAL PROJECTS FUND EXPENDITURES			\$ 32,612	\$ 32,612	



MEMORANDUM

ITEM NO. **5F**

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

From: Guillermo Olmedillo, Town Manager

Date:

Subject: Purchase of a Back up Pump for Sewer Lift Stations

The Town of Surfside has 2 (two) sanitary sewer lift stations located at 501 93rd Street and 601 89th Street. Each sewer lift station is similar in design and both provide waste water collection for the entire Town. Both stations pump through a series of force mains to a larger collection force main located on Collins Ave. In order for the pumping to occur, each station was designed with 2 (two) pumps that interchange pumping sequences to allow for cool down time while the other operates. Additionally, during high peak hours, both pumps engage simultaneously in order to alleviate the system during the burden period. The Town of Surfside Public Works department monitors each station on a 24-hour basis using remote monitoring and on-site field servicing which includes preventative maintenance. Currently, the Town uses HOMA pumps which are a pump and motor hybrid that can be used at any Town of Surfside sewer lift station as designed during the infrastructure project that took place in 2013. The HOMA pumps are space and energy efficient; and, supplied by one vendor in the Florida territory, Barney's Pump Inc.

Currently, the Town only has 1 (one) spare pump in case of emergencies. This allows for continuity of operations in the event of 1 (one) pump failure. In the event of a pump failure, a backup pump is commissioned. A second backup pump is required as part of the contingency plan in case of a second pump failure occurring. Due to these pumps being specialized equipment, the manufacturing lead time is approximately 3 (three) month which is too long of a period for a single pump to maintain normal operations at any sewer lift station.

The purchase of a new pump exceeds the spending limit of the Public Works department. Additionally, the Florida territory distributor for HOMA pumps is Barney's Pumps Inc; therefore, the supplier is an existing vendor the Town uses for pump repairs and maintenance. Services are rendered as needed. The Town administration recommends that the commission approve the purchase of a spare HOMA sewer pump through the execution of Barney's Pumps Inc. quotation number 24-20-0508 dated 05/27/20 for a total of \$32,612.00. Funding source for the purchase would come from Water and Sewer Department account number 401-9900-536-64-10 categorized as Water and Sewer Capital outlay – Machinery & Equipment.

Reviewed by

Prepared by HG

RESOLUTION NO. 2020 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PURCHASE OF A BACK-UP PUMP FOR SANITARY SEWER LIFT STATIONS FROM BARNEY’S PUMPS INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS OR UTILITIES PURCHASE OF EQUIPMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (Town”) is in need of a new replacement back-up pump to service the two sanitary lift stations located at 501 93rd Street and 601 89th Street (“Equipment”) for emergency purposes and in response to the urgent need to have a fully functional back-up pump to address rain water and storm events; and

WHEREAS, pursuant to Section 3-13(7)f. of the Town’s Code, public works or utilities purchases of Equipment are exempt from competitive bidding; and

WHEREAS, Barney’s Pumps Inc. (“Vendor”), an existing vendor the Town utilizes for pump repairs and maintenance, has provided the Quotation attached hereto as Exhibit “A” for the Equipment at a cost of \$32,612.00; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to purchase the Equipment and enter into a Purchase Order with the Vendor, in substantial conformance with the Quotation attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission finds that the purchase of the Equipment is in the best interests and welfare of the Town.

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

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

Section 1. Purchase of Equipment Approved; Exemption from Competitive Bidding. The purchase of the Equipment in the amount of \$32,612.00 from the Vendor is hereby approved. The Town Commission finds that pursuant to Section 3-13(7)f. of the Town’s Code, the purchase of the Equipment is exempt from competitive bidding. The Quotation substantially in the form attached hereto as Exhibit “A” is hereby approved, and the Town Manager is authorized to execute a Purchase Order for the Equipment in substantial conformance with the Quotation attached hereto as Exhibit “A.”

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

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

PASSED AND ADOPTED this 9th day of June, 2020.

FINAL VOTE ON ADOPTION

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 LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

QUOTATION NUMBER
24-20-0508

BARNEY'S PUMPS INC.



12080 NW 40th Street, Coral Springs, FL 33065-7602
Broward (954) 346-0669
Dade (305) 945-0279
Fax (954) 346-0993

DATE: 05/27/20

TO: Hector Gomez

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

FOR Town of Surfside
SHIPMENT
TO:

PROJECT: Surfside PS 1 Repair-Replacement Pump

Delivery 4 – 6 weeks ARO* Via Bestway From Barney's Pumps F.O.B. Barney's Pumps Terms net 30 with approved credit

ITEM	QTY	DESCRIPTION	PRICE
A	1	<p>Electrical: 480V/3Ø/60Hz</p> <p>HOMA AMX644-360/60GU FM submersible non-clog sewage pump, 6" discharge, 4" solids handling capacity, 1750RPM, 360mm impeller, 60HP motor, standard jacket cooled with 2 1" flush ports, explosion proof, 60' power cord, special impeller trim, with SS lift handle.</p> <p>*subject to prior sale</p> <p>Delivery is F.O.B. Barney's Pumps with freight allowance to Surfside. Start-up and training services are NOT included. Taxes, anchor bolts, piping, field wiring, etc. are not included. <i>If shop drawings are required for approval, please request them from our office.</i></p>	\$32,612

The following items are attached: Bulletin ____ Performance curve ____ Elevation drawing ____

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. This quotation is subject to Barney's Pumps standard terms of sale and warranty. We appreciate the opportunity to serve you and trust that we are favored with your order.

BARNEY'S PUMPS INC.

JIM KING

Authorized Signature



Barney's Pumps Terms of Sale & Warranty

1. This document is fully incorporated in the Credit Agreement (the "Agreement") signed by Customer, and is a binding contract between Barney's Pumps, Inc. ("Barney's Pumps") and the Customer executing the Credit Agreement which shall apply to all purchases by the above referenced Customer or its agents after the date of the Agreement. This document is also fully incorporated into any quote or invoice it is sent with or attached to. **Barney's Pumps expressly conditions its acceptance of any offer or purchase order from Customer on Customer's acceptance of only these Terms of Sale & Warranty expressly provided herein, and Customer agrees that any additional or different terms and conditions that may be attempted or purported to be imposed by the Customer on Barney's Pumps shall not apply to any transaction between Barney's Pumps and the Customer. Customer agrees and acknowledges that Barney's Pumps is unwilling to conduct business at all with Customer except for Customer's agreement to only these Terms of Sale & Warranty contained herein and nothing else unless such additional or different terms are agreed to in a subsequent writing by Barney's Pumps.**
2. Quoted prices do not include any taxes and are valid for thirty (30) days from the date of Barney's Pumps' proposal unless otherwise noted on the proposal. If the proposal is not unconditionally accepted, in writing, within that timeframe, Barney's Pumps may modify pricing.
3. Customer's payment terms are net 30 days from invoice date unless Barney's Pumps states other payment terms in writing signed by Barney's Pumps. The Customer shall pay a finance charge of 18% per annum, or the highest rate permitted by law, whichever is lower, on all delinquent accounts. If it becomes necessary for us to employ an attorney or to bring suit to recover any amount, the Purchaser agrees to pay all of our court costs, legal expenses, and reasonable attorney's fees in connection therewith. These remedies are not in lieu of any other remedies so provided by applicable law. The Customer agrees that any credit extended by Barney's Pumps is for business purposes only, and not for personal, family, or household purposes.
4. Shipping and shop drawing production schedules are estimates based on current market conditions; they are subject to revision. We will not be liable or responsible for any delays caused by late shipment to us, or by any other matters beyond our control (Force Majeure) either in whole or in part. The Customer hereby releases Barney's Pumps for all damages for delays caused, whether in whole or in part, by third parties. Customer agrees that if a third party caused or contributed to any delay, Customer releases Barney's Pumps completely for any damages caused by that delay, including any liquidated damages. Barney's Pumps shall only be liable for liquidated damages if Barney's agrees to such in writing.
5. If requested, shop drawings will be provided for submittal, review and approval to ensure that you, our customer, can be sure that Barney's Pumps has the correct perception of what you require. Any order where shop drawings are provided is contingent upon the approval of those shop drawings that, when approved, shall become the only specifications for the materials, goods, and/or services you wish to purchase. Barney's Pumps cannot and does not warrant, guarantee or represent that materials/goods/services are suitable for any particular purpose nor does Barney's Pumps warrant, guarantee or represent that the materials/goods/services will be or have been approved for use by any other party. The customer is not authorized to rely on any warranty or representation by Barney's Pumps not contained in this document or otherwise provided in writing, and any reliance on anything else shall be deemed unreasonable by the Customer.
6. Purchaser must inspect all materials/goods for damage or shortage at the time of delivery. Claims for non-conforming materials/goods, whether for damage, shortage or otherwise, must be given in writing at the time of delivery to the carrier, and we must be notified in writing of any such claim within five (5) days of the date of delivery. If Customer does not provide written notice of any issue with the materials/goods delivered within five (5) days after the date of delivery, then Customer shall be conclusively deemed to have accepted the materials/goods, and waives any right to complain regarding the quality of the materials/goods and any defects or non-conformance, whether patent or latent. Once the materials and/or goods are accepted, the Customer waives any right to revoke acceptance, whether in whole or in part. These waivers will be enforceable despite any contrary course of performance or course of dealing between the parties hereto. After the five (5) day period mentioned above, materials/goods may not be returned to Barney's Pumps without its written consent and will be subject to a restocking charge plus any freight costs involved.
7. For Specially Manufactured Goods: If Customer orders any goods that must be specially manufactured under specific specifications from the Customer, then the Customer shall not have the ability to cancel any order for such specially manufactured goods once production starts on the goods. Once procurement or production starts on said goods, Customer shall be fully liable for the purchase price of said goods, unless Barney's Pumps agrees otherwise in writing. Customer agrees that any cancellation of production or manufacturing of the specially manufactured goods may result in a cancellation fee to Barney's Pumps, which shall be borne solely by Customer. However, the express warranties below shall still apply to the goods if completed goods are delivered to and accepted by Customer.
8. With respect to materials/goods manufactured by Barney's Pumps, including Unitron Controls® control panels, we warrant said materials/goods only if the Customer is the original purchaser, and only against defects in workmanship and material, subject to the limitations described below. The warranty period shall be the lesser of one year from startup or eighteen (18) months from date of shipment. It is the original purchaser's responsibility to ensure that the equipment is properly lubricated and that electrical components used in the control panels are free from rust and operate properly prior to start-up. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse. We warrant to the original purchaser that any part which proves to be defective in material or workmanship will be repaired or replaced at no charge

with a new or remanufactured part, F.O.B. Lakeland, Florida. The Customer shall assume all responsibility and expense for removal, reinstallation, and freight to and from Lakeland, Florida. Any item designated as manufactured by others shall be covered only by the express warranty of the manufacturer thereof, if any. Parts of products, or accessories, manufactured by third parties are warranted only to the extent of the original manufacturer's express warranty, if any. In order for this express warranty to be valid and enforceable, Customer shall give Barney's Pumps a written notice within the warranty period above and shall give Barney's Pumps a reasonable opportunity to inspect the materials/goods alleged to be defective, as well as the installation and use thereof. If written notice is not received by Barney's Pumps within the warranty period, any warranty is deemed waived.

9. Service, Repair and Maintenance Work: From time to time, Barney's Pumps may perform service, repair and maintenance work for the Customer on materials/goods purchased by the Customer and/or provide training to Customer concerning said materials/goods. For all repair and maintenance work performed by Barney's Pumps at Barney's Pumps facility, Barney's Pumps warrants said repair and maintenance work against defects in material and workmanship only for the ninety (90) days from the date of completion of said repair and maintenance work. For service, repair and maintenance in the field and for training to customers, Barney's Pumps warrants only that said service, repair and maintenance and field training shall be free from defects in materials and workmanship for ninety (90) days following the date of completion of said services. In order for this express warranty to be valid and enforceable, Customer shall give Barney's Pumps a written notice within the warranty period above and shall give Barney's Pumps a reasonable opportunity to inspect the materials/goods repaired as well as the installation and use thereof. If written notice is not received by Barney's Pumps within the warranty period, the warranty shall be waived by Customer.
10. **EXCLUSION OF ALL OTHER WARRANTIES: THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ALL OTHER IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY MATERIALS OR GOODS PRODUCED OR MANUFACTURED BY BARNEY'S PUMPS, OR ANY PARTS INCORPORATED INTO ANY BARNEY'S PUMPS PRODUCT. THE MATERIALS/GOODS SOLD BY BARNEY'S PUMPS TO THE CUSTOMER ARE SOLD AND DELIVERED "AS IS" AND "WITH ALL FAULTS."**
11. UNDER NO CIRCUMSTANCES SHALL BARNEY'S PUMPS BE LIABLE TO THE CUSTOMER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE AND HOWEVER OCCASIONED, WHETHER ALLEGED AS A RESULT OF BREACH OF WARRANTY OR CONTRACT BY BARNEY'S PUMPS, AS A RESULT OF THE NEGLIGENCE OF BARNEY'S PUMPS, OR OTHERWISE. BARNEY'S PUMPS AND THE CUSTOMER AGREE THAT THE SOLE AND EXCLUSIVE REMEDY AGAINST BARNEY'S PUMPS REGARDING GOODS AND/OR MATERIALS PROVIDED BY OR DELIVERED BY BARNEY'S PUMPS SHALL BE FOR THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART PURSUANT TO THE EXPRESS WARRANTY PROVISIONS HEREIN.
12. This Agreement constitutes the entire agreement between the Customer and Barney's Pumps. This Agreement takes precedence and shall be controlling over any conflicting provision in all other writings, whether agreed upon by the Customer and/or Barney's Pumps, or otherwise, including any purchase order from Customer. Furthermore, Customer agrees that any indemnification or hold harmless provision in any document provided to Barney's Pumps by the Customer is not accepted by Barney's Pumps unless Barney's Pump's consents in writing to said provision(s). THE CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING ON BARNEY'S PUMPS, AND ANY RELIANCE BY THE CUSTOMER ON ANYTHING OTHER THAN THE WRITING CONTAINED HEREIN IS UNREASONABLE.
13. If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable under present or future laws, such provision shall be fully severable, the same as if such invalid or unenforceable provision had never comprised part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
14. The fact that Barney's Pumps may have initially drafted or structured this Agreement shall not be considered in construing any particular provision herein either in favor of or against Barney's Pumps or the Customer.
15. As to each person signing and/or accepting this Agreement on behalf of a corporation or other entity, each such person represents and warrants that he or she is competent and authorized to enter into this Agreement.
16. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida only, regardless of any principles of conflicts of laws. Exclusive venue and jurisdiction for any claims, causes of action or disputes between the Customer and Barney's Pumps shall be vested in the appropriate state court in Polk County, Florida.
17. **THE CUSTOMER AND BARNEY'S PUMPS HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY DISPUTE ARISING BETWEEN THEM.**

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING A COMMITMENT TO PROTECT THE SAFETY AND WELFARE OF ALL COMMUNITY MEMBERS AND TO COMBAT HATEFUL ACTIONS 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 6,229,408 individuals worldwide, and more than 376,973 confirmed deaths worldwide as of June 1, 2020, according to John Hopkins University Coronavirus Resource Center, and 1,787,680 cases and 104,396 deaths have been reported in the United States according to the Centers For Disease Control and Prevention, as of June 1, 2020, affecting individuals of all races, national and ethnic backgrounds, and religions; and

WHEREAS, COVID-19 will not be stopped by political boundaries and was not created or caused by any race, nationality or ethnicity, extremists are taking advantage of COVID-19 by

spreading hateful ideologies using geographic descriptors that can fuel ethnic, racial and religious discrimination; and

WHEREAS, Asians, Jewish, Latinos, Hispanics, Blacks, and Caucasians 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, or ethnic terms, such as “Chinese virus” or “Kung-Flu virus”, to describe COVID-19 encourages hate crimes against Asians and furthers the spread of misinformation; and

WHEREAS, the Asian, Jewish, Latino, Hispanic, Black, and Caucasian community has been targeted with blame, hate, anti-Semitic conspiracy theories about the community creating, spreading, and profiting from COVID-19 at a time when communities should be working together to overcome the COVID-19 emergency; and

WHEREAS, a Black Miami doctor who assisted and tested the homeless for COVID-19 in Overtown, was handcuffed in front of his home for not having identification; and

WHEREAS, it is critical that the Town take leadership and stand in solidarity with its Asian, Jewish, Black, Latino, Hispanic, and Caucasian communities to denounce discriminatory and hate-motivated behavior and violence towards them and provide equal treatment for its residents and international visitors as we confront the prejudices of the COVID-19 pandemic; and

WHEREAS, all residents and visitors of the Town are encouraged to treat each other with respect and strive to keep every person safe during this unprecedented pandemic and beyond, all individuals are encouraged to report hateful speech, violent action, and the spread of misinformation related to COVID-19 to the 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 Commission hereby declares the Town’s commitment to protecting the safety and welfare of all community members by denouncing all forms of bigotry and hateful speech, violent action, and the spread of misinformation related 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 9th day of June, 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. 9B

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. 9D

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



MEMORANDUM

ITEM NO. 9E

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.

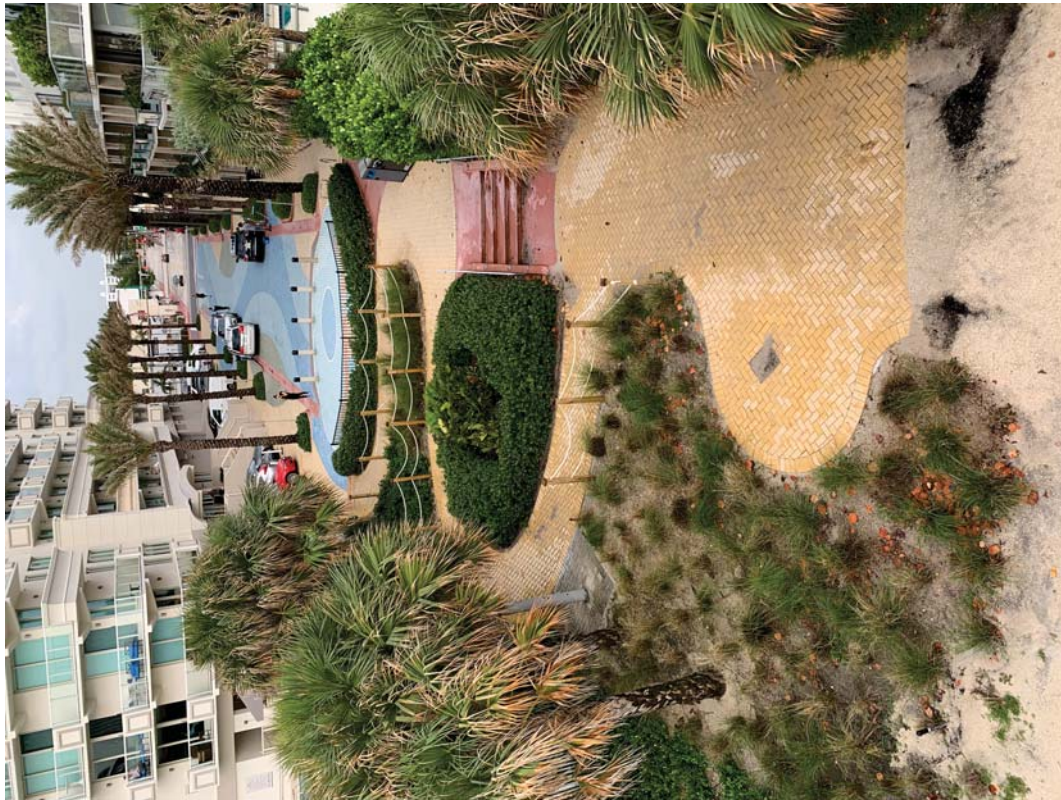
Please note that the backup staff is essential in case of an emergency. Without the backup the necessary beach coverage and hours of operation will be compromised.

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



LAST REVISION
05/19/2020

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

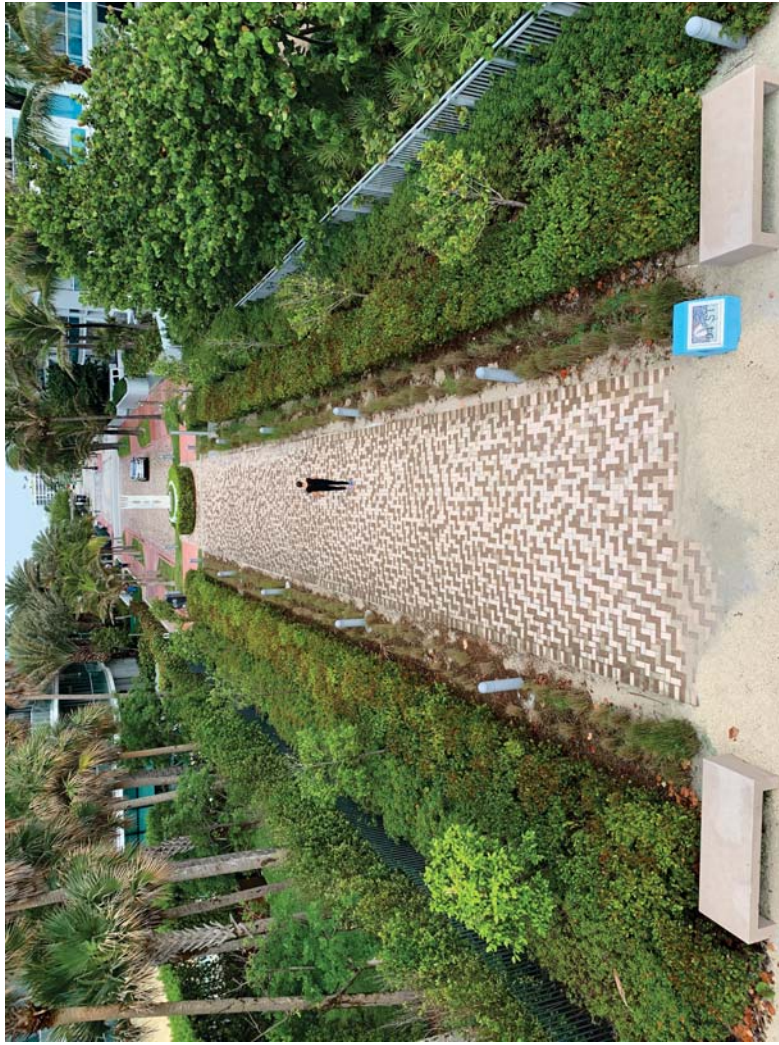
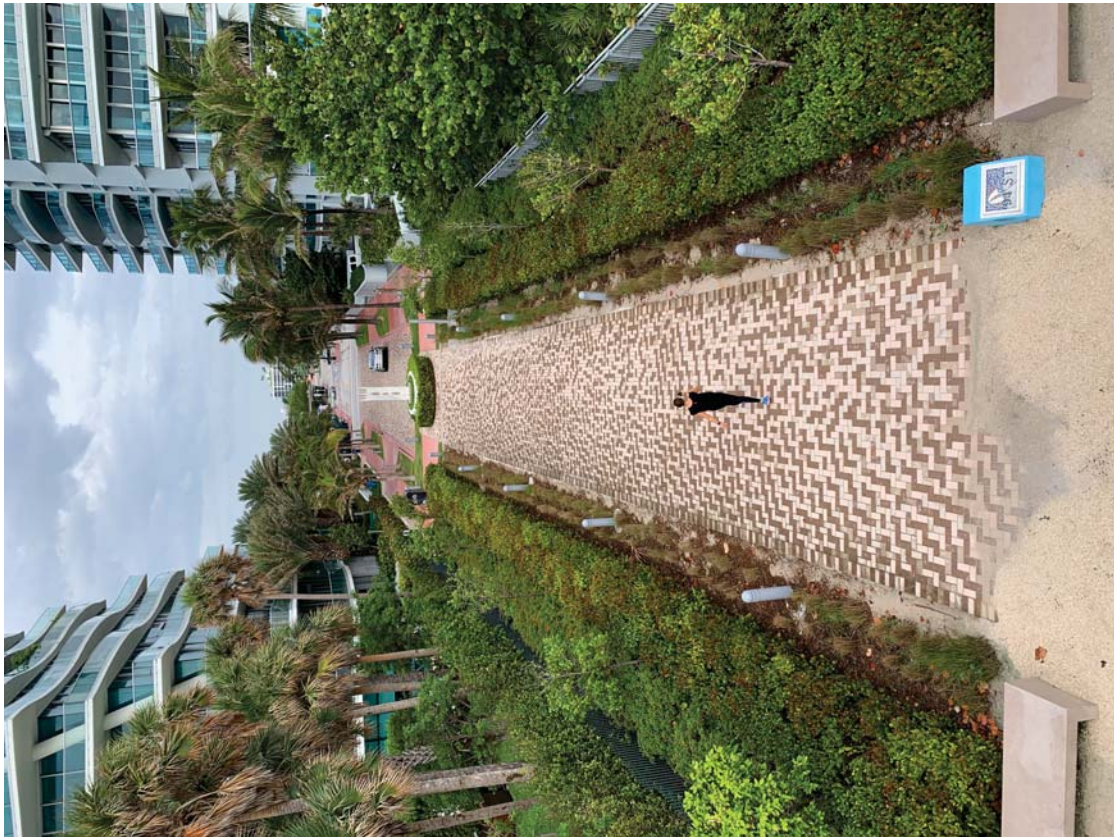


TOWN OF SURFSIDE

95TH STREET BEACH-END

SCALE:
N.T.S.

SHEET
1 of 1



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

Public Works Department

“92nd Street Beach End Improvements Phase I”

March 19, 2020

9293 HARDING AVENUE,
SURFSIDE, FL 33154
PHONE: (305) 861-4863

Prepared By:



Public Works Department



OVERVIEW

During fiscal year 2019-2020, the Town Commission approved expenditures for the improvements of 92nd Street Beach End. Current fiscal year account number for the project is 301-4400-541-63-95. The project is to be performed in two phases. Phase I is the development of areas east of bulkhead which is the current concrete band where current stairs exist. Phase I will convert areas east of bulkhead ADA compliant while beautifying the extents. ADA compliance will be obtained by creating a sloped walkway from the bulk head to the hardpack similar to 94th Street beach end developed in 2017. The walking surface will be paver set on limerock base with a perimeter concrete band. The walkway will be 15 feet wide by approximately 90 feet long. Paver specifications are provided in **Attachment A – “Material Specifications”**. Phase I will include the development of two landscape isles each 17 feet wide by approximately 90 feet long along each side of the paver walkway. Currently, there are 10 existing coconut palms that will be re-configured to 5 on each side of equal spacing. The ground cover will consist of *Ficus microcarpa* (green island ficus) and *Clusiaceae* (clusia) which are native Florida species approved by Florida Department of Environmental Protection (FDEP) and are of high resiliency for beach conditions. Refer to **Attachment B – “Project Drawings for Configuration”**.

Additionally, a drainage system will be installed to provide drainage of shower run-off. The drainage system will consist of a yard drain structure along with 40 linear feet of exfiltration trench. The drainage will be placed into operation with the current shower but will be connected to any Phase II development at a later time. Refer to **Attachment B – “Project Drawings for Configuration”** for a Civil Schematic drawing. Due to the nature of the project on State jurisdiction land, fill from on-site needs to be used for the development of lands. The Town has stock-piled sand fill on a private property located at 8800 Collins Ave and along with fill excavated from the exfiltration trench, will attempt to balance the site as required for the ADA compliance grade. Additionally, the grading of the north side of the Phase I will allow for additional fill for use. An additional 50 cubic yard of beach quality sand and 30 cubic yards of limerock will need to be purchased to achieve a balanced site and provide stabilization for pavers.

Lastly, extents of the site will be defined using an aluminum picket style fence along both running perimeters on the north and south side of the property. Bollard lighting with amber fixtures will be installed on each side of the walkway for sundown illumination. The lighting fixtures are the same specification as 94th Street beach end and are amber to allow for turtle lighting approval. Amber lighting does not impact turtles since they are of a light frequency not detected by turtles. A complete project schedule can be found in **Appendix C - Project Schedule and Project Budget Estimate**. This project will be performed internally by the Public Works Department along with specialty contractors managed by the Department. Project management will be performed by the Public Works Department. Project Budget Estimate has a schedule column outlining the procurement process for each activity. The schedule start date is tentative permit approval and commission approval of plan. At this time, Phase II is not budgeted for but left over funds can be carried over for development.



Attachment A
“Material Specifications”.



Town of Surfside Public Works Department

Product Specification Sheet

Paver Walkway



QUARTZSTONE 12X12

PRODUCT CODE: PV21440

THICKNESS: 2-3/8" (60MM)

DIMENSIONS: 12" X 12"

SF PER CUBE: 120

CUBE WEIGHT: 3120

Note: 10 week lead time on product



Town of Surfside Public Works Department

Product Specification Sheet

Landscape Specification



CLUSIA 7 GALLON



GREEN ISLAND FICUS



TRIM ALL PALM TREES REMOVE PALM TREES TO ADJACENT LOCATION FOR STORAGE.

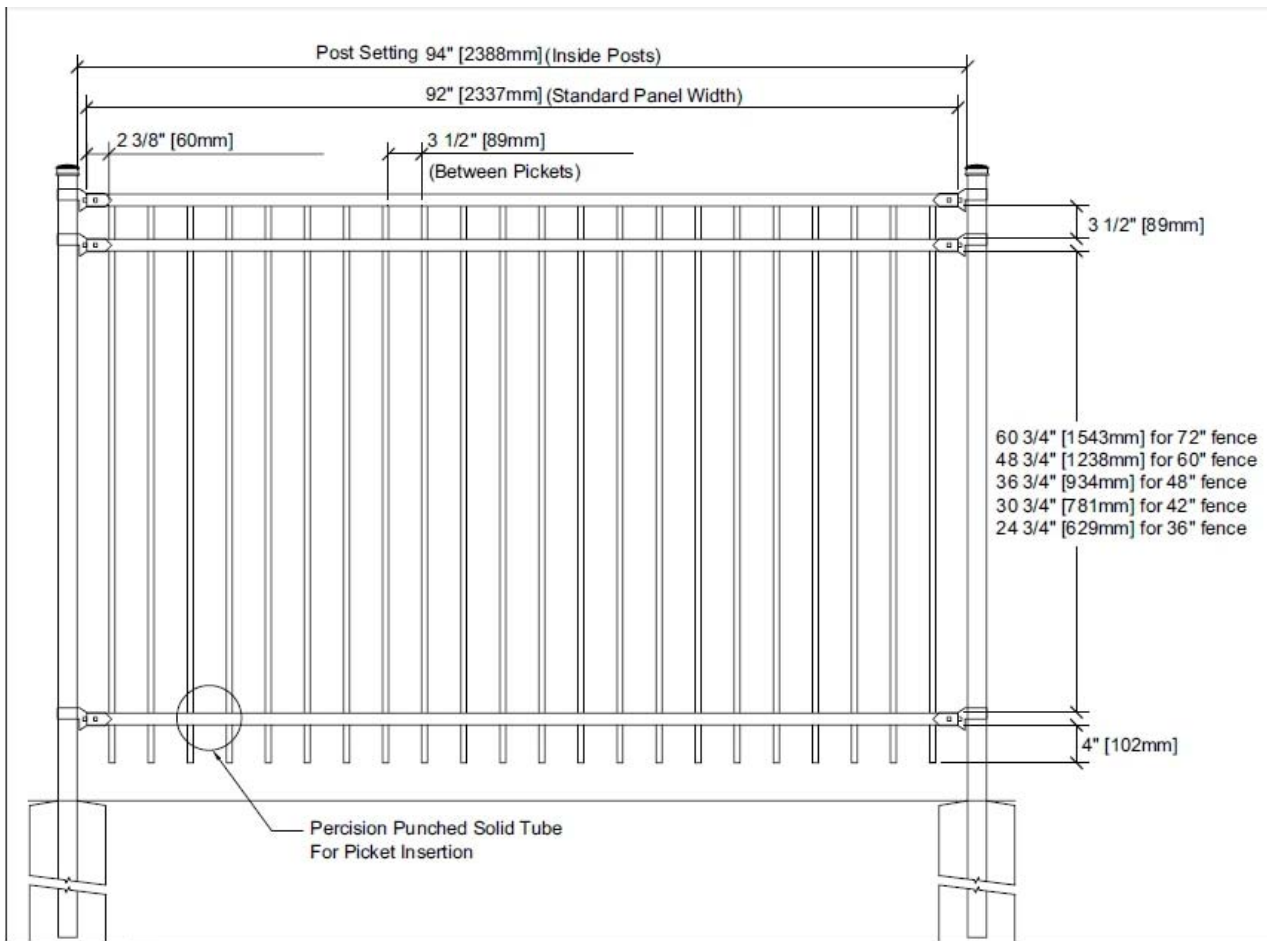
INSTALL 10 COCONUT PALMS BACK TO 92ND STREET AS PER PLANS.



Town of Surfside Public Works Department

Product Specification Sheet

North and South Fence Detail





Town of Surfside Public Works Department

Product Specification Sheet

Bollards



Amber Lighting for Sea Turtle Conditions

Product Overview

Highlights:

- Engineered and manufactured in Wisconsin, USA from domestic and imported components
- ETL Certified: Conforms to UL STD 1598 & CSA STD C22.2 # 250.0 for wet locations
- L70 calculated LED life over 136,500+ hours
- Drivers are 0-10v dimming standard
- Four light engine options from 1,443 – 5,421 lumens, custom options available upon request
- Premium high-output Chip-On-Board (COB) LEDs in 5700K, 5000K, 4000K, 3000K and 2700K options, custom color temps available upon request
- Minimum CRI of 90, custom CRI available

Common Applications:

- Building entrances
- Path and walkways
- Architectural and landscape lighting
- Accent and general lighting

Light Engine Warranty:

- 5-year standard limited warranty on all light engine components
- Accessories and adders covered by separate OEM supplier warranties

Note: 8 week lead time on all amber products



Attachment B
“Project Drawings for Configuration”

CERTIFICATE OF AUTHORIZATION #: 26074
 P.E. #: 14170
 12355 SW 129 CT, SUIT 4
 MIAMI, FLORIDA 33186
 PHONE: (305) 251-9177
 FAX: (305) 251-8372
ALFREDO M. CARBONELL, P.E. Inc.

Reviews

Client: **TOWN OF SURSIDE**
 Project: **92ND STREET BEACH ACCESSIBLE PATHWAY**
 9293 HARDING AVENUE SURSIDE, FL 33154

Plan Description: **PROPOSED SITE PLAN**

Sheet:
 FLA. REG. P.E. # 14170
 Drawn by: **ALFREDO M. CARBONELL**
 Reviewed by: **ENICK FLORIDO**
 Date: **SEPTEMBER 10, 2018**
 Scale: **AS SHOWN**
 Job No.: **2018-0910**

Sheet: **A.100**
 X of X Sheets



SCOPE OF WORK

1. BEACH ACCESS AT 92ND STREET EAST OF COLLINS AVENUE.
2. PROPOSED 10' WIDE CONCRETE WALKWAY WITH 8" RISERS OF 48" HEIGHT EACH TO COVER CHANGE IN LEVEL OF 38" BETWEEN STREET AND DIRT WAY.
3. PROPOSED NEW 1:22 RAMP FOR WHEELCHAIR ACCESSIBILITY SURROUNDING EXISTING PALM TREES.
4. NEW GUARDRAIL WHERE CHANGE IN LEVEL GREATER THAN 30" HIGH.

PROPOSED SITE PLAN
 SCALE: 1/4" = 1'-0"

CERTIFICATE OF AUTHORIZATION #: 26074
 P.E. #: 14170
 12355 SW 129 CT, SUIT 4
 MIAMI, FLORIDA 33186
 PHONE: (305) 251-9177
 FAX: (305) 251-8372
ALFREDO M. CARBONELL, P.E., Inc.

NO.	DATE	REVISIONS

TOWN OF SURSIDE
 Client:
 Project:
92ND STREET BEACH ACCESSIBLE PATHWAY
 9293 HARDING AVENUE SURSIDE, FL 33154

PROPOSED SITE PLAN
 Plan Description:
 Sheet:

FLA. REG. P.E. # 14170
 Drawn by:
ALFREDO M. CARBONELL
 Checked by:
ENICK FLORIDO
 Date:
SEPTEMBER 10, 2018
 Scale:
AS SHOWN
 Job No.:
2018-0910

Sheet:
A.100
 X of X Sheets



SCOPE OF WORK

1. BEACH ACCESS AT 92ND STREET EAST OF COLLINS AVENUE.
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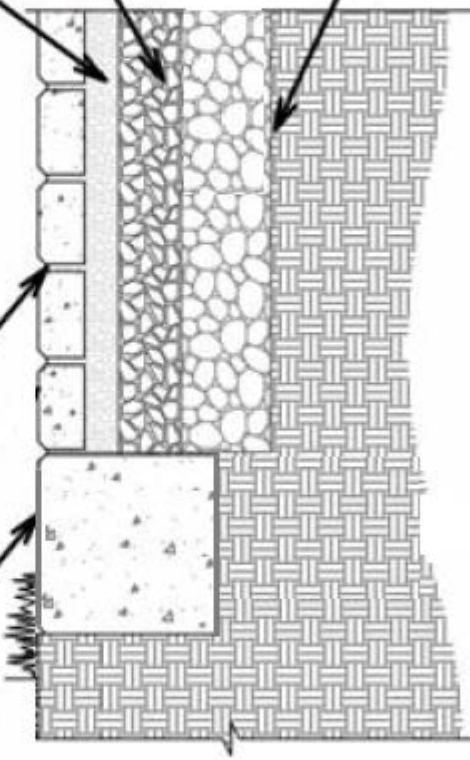
PAVERS (REFER TO SPECIFICATION)

6"X4" CONCRETE BAND

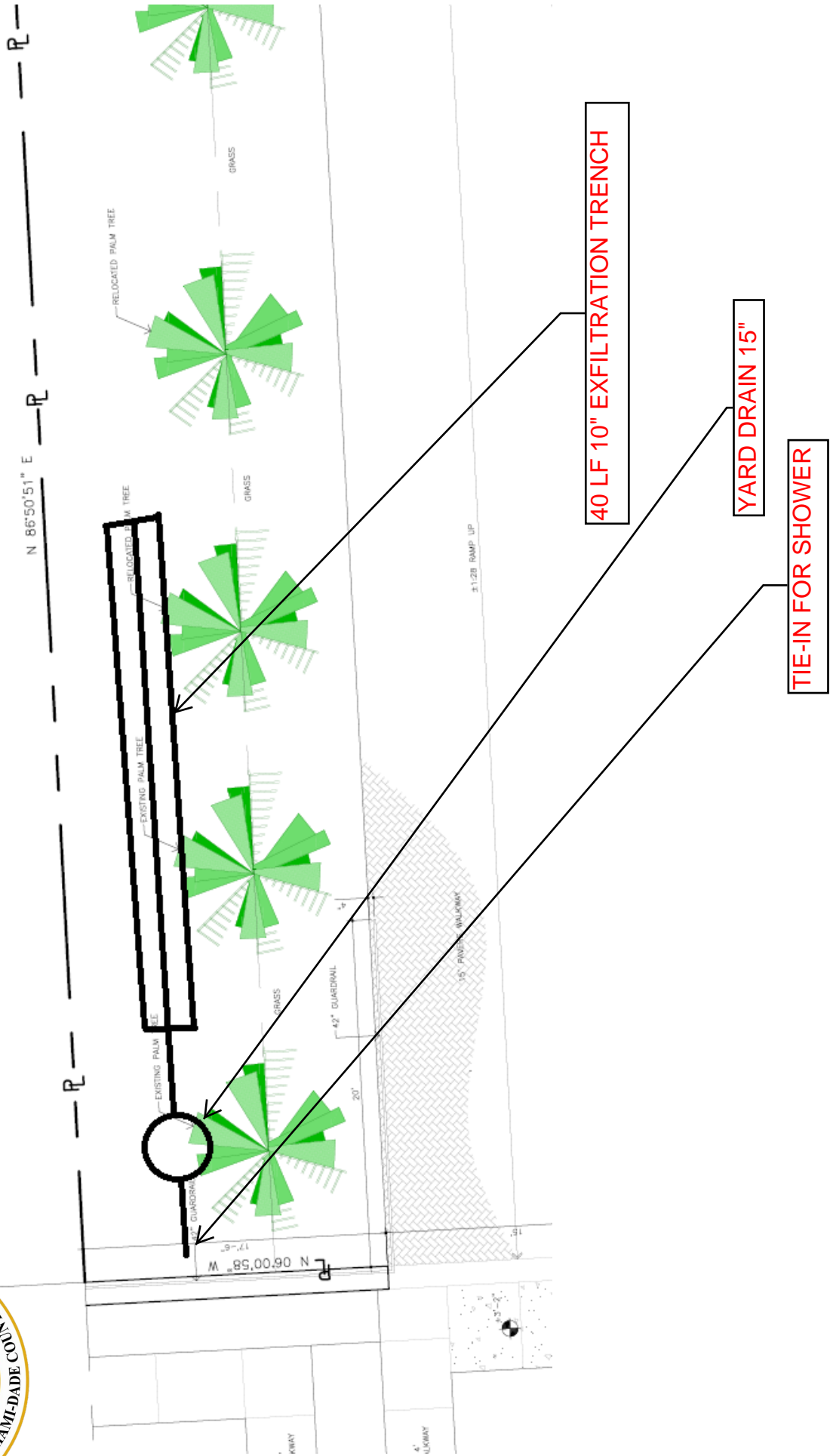
SAND BASE FOR PAVERS

12" LIMEROCK BASE

SOIL SUBGRADE - ZERO SLOPE



CIVIL SCHEMATIC DRAWING
N.T.S
03/19/2020

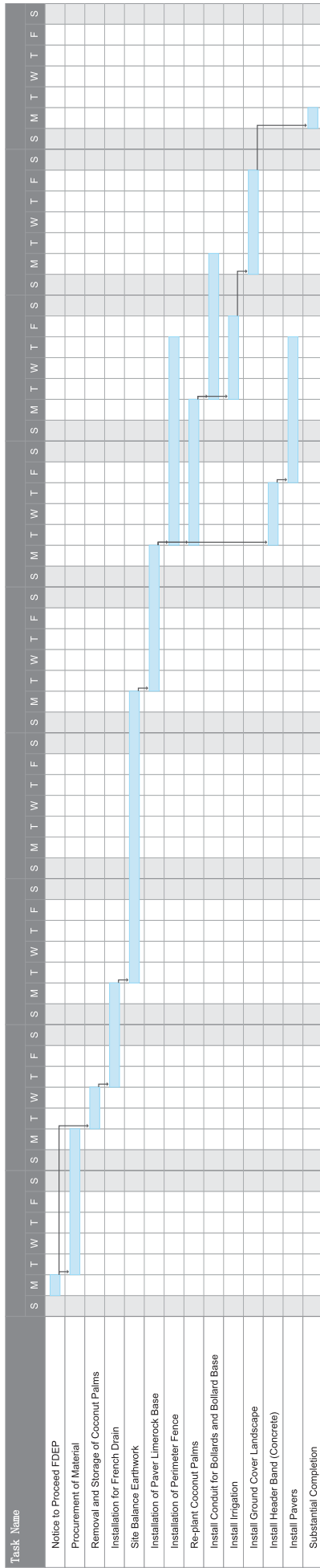




Attachment C
“Project Schedule and Project Budget Estimate”.



2nd Street Beach End Project





Town of Surfside
Public Works Department
92nd Street Beach End Project Estimate

Item Number	Activity	Cost	Procurement Method	PO
1	Landscaping (Full Scope)	\$14,000.00	Brightview Contract Schedule of Value	YES
2	Civil (Drainage Material)	\$6,000.00	Material Purchase within Spending Authority	YES
3	Perimeter Fencing	\$5,200.00	Material Purchase within Spending Authority	YES
4	Electrical (Bollards)	\$13,500.00	Procurement of Contractor Lowest Bidder	YES
5	Paver Material	\$7,000.00	Material Purchase within Spending Authority	YES
6	Paver Installation	\$8,000.00	Procurement of Contractor Lowest Bidder	YES
7	Earthwork (Fill)	\$6,000.00	Material Purchase within Spending Authority	NO
8	Equipment Rental	\$6,500.00	Equipment Purchase within Spending Authority	NO
9	Concrete Header Band	\$3,500.00	Procurement of Contractor Lowest Bidder	YES
10	Labor for Civil (Drainage)	\$7,500.00	Staff Resources	NO
11	Labor for Fence Installation	\$3,000.00	Staff Resources	NO
12	Labor for Earthwork	\$8,400.00	Staff Resources	NO
13	Survey	\$6,000.00	Engineer of Record	YES
Total Project Estimated Cost		\$94,600.00		



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 ~~striketrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double striketrough~~.

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 (43) 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-mayorMayor 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 - 11689

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>



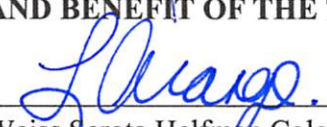
Daniel Dietch, Mayor

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. 9Y

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

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Vendor Set: 01 - Vendor Set 01

1067 - WEISS SEROTA HELFMAN COLE

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	Account Name	Dist Amount	Amount				
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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	PROFESSIONAL SERVICES	2,273.50	0.00	0.00	0.00	2,273.50	2,273.50

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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
213906	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
213908	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	0.00	0.00	0.00	29,655.06	29,655.06
213909	LEGAL FEES FEBRUARY 2019	0.00	0.00	6,200.00	3/18/2019	Y 109833		COST RECOVERY	4/8/2019	6,200.00	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	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	0.00	0.00	0.00	925.00	925.00

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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	Tax	Discount	Net	Payment
216033	LEGAL FEES APRIL 1-30, 2	0.00	0.00	925.00	5/14/2019	001-1500-514-31-10	Y 110380	PROFESSIONAL SERVICES	6/4/2019	7,014.47	925.00	0.00	0.00	7,014.47	7,014.47
216033	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00	5/14/2019	001-1500-514-31-10	Y 110380	PROFESSIONAL SERVICES	6/4/2019	5,948.00	0.00	0.00	0.00	5,948.00	5,948.00
216033	LEGAL FEES APRIL 1-30, 2	0.00	0.00	1,066.47	5/14/2019	001-1500-514-31-10	Y 110380	PROFESSIONAL SERVICES	6/4/2019	1,066.47	0.00	0.00	0.00	1,066.47	1,066.47
216034	LEGAL FEES APRIL 1-30, 2	0.00	0.00	575.00	5/14/2019	001-1500-514-31-10	Y 110380	PROFESSIONAL SERVICES	6/4/2019	575.00	0.00	0.00	0.00	575.00	575.00
217140	LEGAL FEES FOR MAY 2019	0.00	0.00	50.00	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	50.00	0.00	0.00	0.00	50.00	50.00
217141	LEGAL FEES FOR MAY 2019	0.00	0.00	4,207.72	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	4,207.72	0.00	0.00	0.00	4,207.72	4,207.72
217142	LEGAL FEES FOR MAY 2019	0.00	0.00	2,250.00	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	2,250.00	0.00	0.00	0.00	2,250.00	2,250.00
217144	LEGAL FEES FOR MAY 2019	0.00	0.00	12.00	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	12.00	0.00	0.00	0.00	12.00	12.00
217145	LEGAL FEES FOR MAY 2019	0.00	0.00	29,612.50	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	29,612.50	0.00	0.00	0.00	29,612.50	29,612.50
217146	LEGAL FEES FOR MAY 2019	0.00	0.00	1,675.00	6/19/2019	001-220-90-10	Y 110844	COST RECOVERY	7/26/2019	1,675.00	0.00	0.00	0.00	1,675.00	1,675.00
217147	LEGAL FEES FOR MAY 2019	0.00	0.00	1,145.50	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	1,145.50	0.00	0.00	0.00	1,145.50	1,145.50
217149	LEGAL FEES FOR MAY 2019	0.00	0.00	575.00	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	575.00	0.00	0.00	0.00	575.00	575.00
218462	LEGAL FEES FOR JUNE 2019	0.00	0.00	221.30	6/30/2019	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	221.30	0.00	0.00	0.00	221.30	221.30
218463	LEGAL FEES FOR JUNE 2019	0.00	0.00	272.00	6/30/2019	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	272.00	0.00	0.00	0.00	272.00	272.00
218464	LEGAL FEES FOR JUNE 2019	0.00	0.00	1,000.00	6/30/2019	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
218465	RETAINER SERVICES JUNE 2019	0.00	0.00	29,612.50	6/30/2019	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	29,612.50	0.00	0.00	0.00	29,612.50	29,612.50
218466	LEGAL FEES FOR JUNE 2019	0.00	0.00	375.00	6/30/2019	001-220-90-10	Y 111192	COST RECOVERY	9/6/2019	375.00	0.00	0.00	0.00	375.00	375.00
218467	LEGAL FEES FOR JUNE 2019	0.00	0.00	750.50	6/30/2019	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	750.50	0.00	0.00	0.00	750.50	750.50
218468	LEGAL FEES FOR JUNE 2019	0.00	0.00	575.00	6/30/2019	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	575.00	0.00	0.00	0.00	575.00	575.00
218469	LEGAL FEES FOR JUNE 2019	0.00	0.00	840.00	6/30/2019	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	840.00	0.00	0.00	0.00	840.00	840.00

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

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
219594	LEGAL FEES FOR JUNE 20	0.00	0.00	8/29/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	9/19/2019	840.00	840.00	0.00	0.00	1,057.90	1,057.90
219594	GENERAL LABOR 07/2019	0.00	0.00	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	1,057.90	1,057.90	0.00	0.00	1,057.90	1,057.90
219595	POLICE MATTERS 07/2019	0.00	0.00	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	129.00	129.00	0.00	0.00	129.00	129.00
219596	MONTHLY RETAINER 7/2019	0.00	0.00	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	29,634.00	29,634.00	0.00	0.00	29,634.00	29,634.00
219597	LAND USE RECOVER - EDEN	0.00	0.00	8/29/2019	001-220-90-10	Y 111309	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	8/29/2019	001-1500-514-31-10	Y 111309	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	8/29/2019	001-1500-514-31-10	Y 111309	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	8/29/2019	001-1500-514-31-10	Y 111309	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	9/12/2019	001-1500-514-31-10	Y 111309	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	9/17/2019	001-1500-514-31-10	Y 111432	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	9/17/2019	001-1500-514-31-10	Y 111432	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	9/17/2019	001-1500-514-31-10	Y 111432	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	9/17/2019	001-1500-514-31-10	Y 111432	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	9/30/2019	001-220-90-10	Y 111432	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	9/17/2019	001-220-90-10	Y 111432	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	9/17/2019	001-220-90-10	Y 111432	COST RECOVERY	9/30/2019	250.00	250.00	0.00	0.00	250.00	250.00
220405	SPECIAL PROJECTS	0.00	0.00	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	450.00	450.00	0.00	0.00	450.00	450.00
220406	LITIGATION	0.00	0.00	9/17/2019	001-1500-514-31-10	Y 111432	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	9/17/2019	001-1500-514-31-10	Y 111432	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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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
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
221976	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
221977	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
221978	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
221979	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
221980	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
221981	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
221982	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 COLL	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 COND	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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Posting Date Range 01/01/2019 - 12/31/2019

Payable Number	Item Description	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	NOV-19 MONTHLY RETAINER	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	29,612.50	29,612.50	
223553	NOV-19 PROFESSIONAL S	NOV-19 PROFESSIONAL SERVICES	0.00	0.00	29,612.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	725.00	0.00	0.00	725.00	725.00	
223554	DEC-19 SPECIAL LITIGATION	DEC-19 SPECIAL LITIGATION SOLIMAR UTILIT	0.00	0.00	725.00	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	LEGAL FEES FEBRUARY 2019	0.00	0.00	1,042.50	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		001-1500-514-31-10		PROFESSIONAL SERVICES		50.00					
Vendors: (1) Total 01 - Vendor Set 01:											485,923.86	0.00	0.00	485,923.86	485,923.86	
Vendors: (1) Report Total:											485,923.86	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.

Reviewed by GO

Prepared by YSM

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.

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

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:

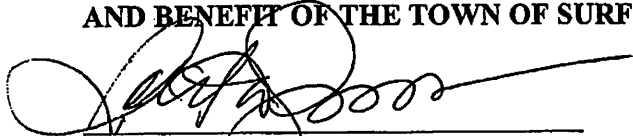
Commissioner Daniel Gielchinsky _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Barry Cohen _____
Mayor Daniel Dietch _____

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

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.

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 ____ day of _____, 2019.

PASSED AND ADOPTED ON SECOND READING, this ____ day of _____, 2020.

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Lillian Arango, Town Attorney

Moved by: _____

Second by: _____

Vote:

Mayor Dietch yes___ no___

Vice Mayor Daniel Gielchinsky yes___ no___

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

	<u>Valuation</u> <u>10/01/2018</u>	<u>Actuarial Impact</u> <u>Statement</u> <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%.

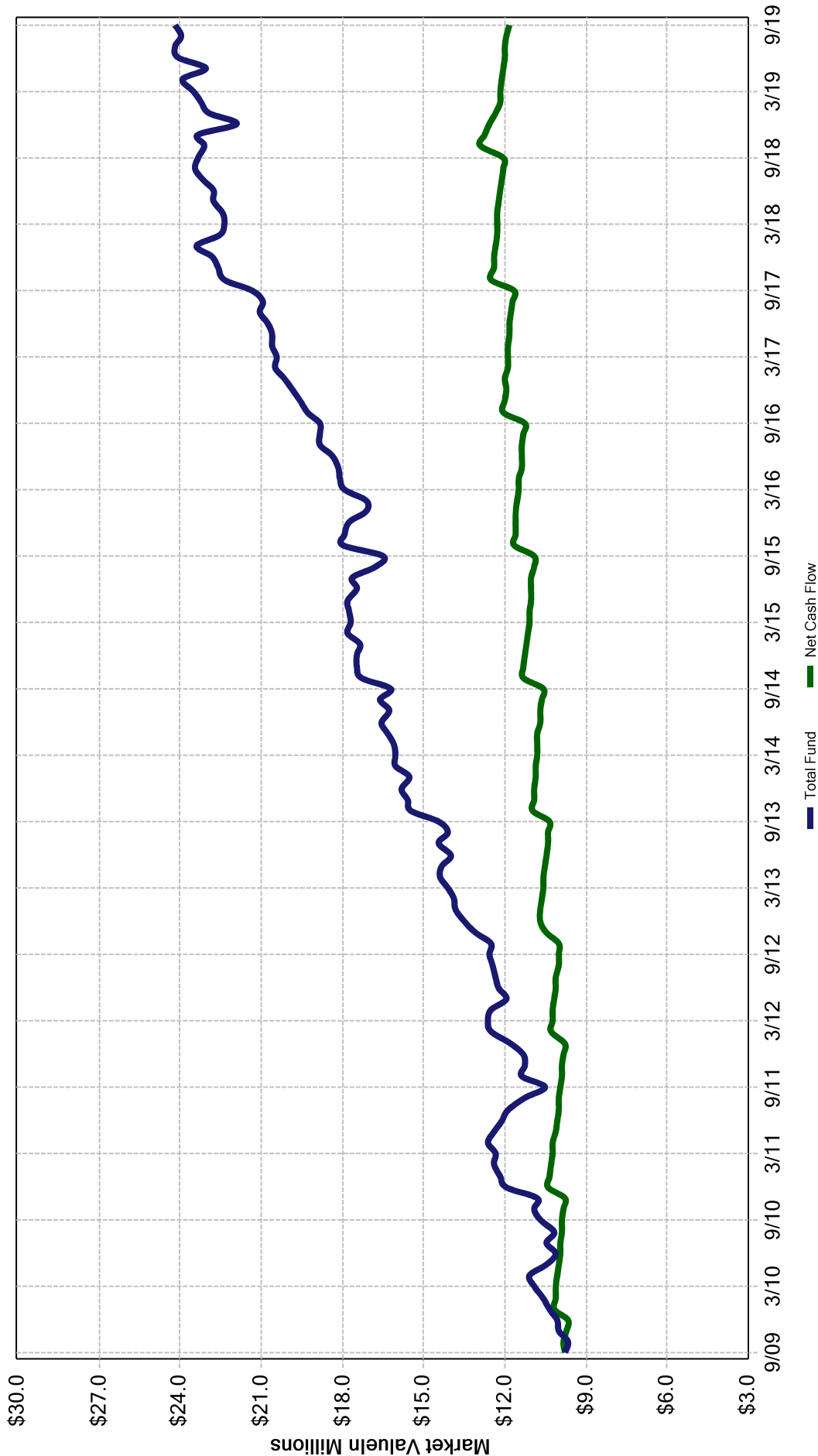
It is important to note that the Town has always funded the total amount of the actuarial required payment.

Enclosures: Growth of Investments and Fiscal Year Rates of Return charts

Reviewed by GO

Prepared by YSM

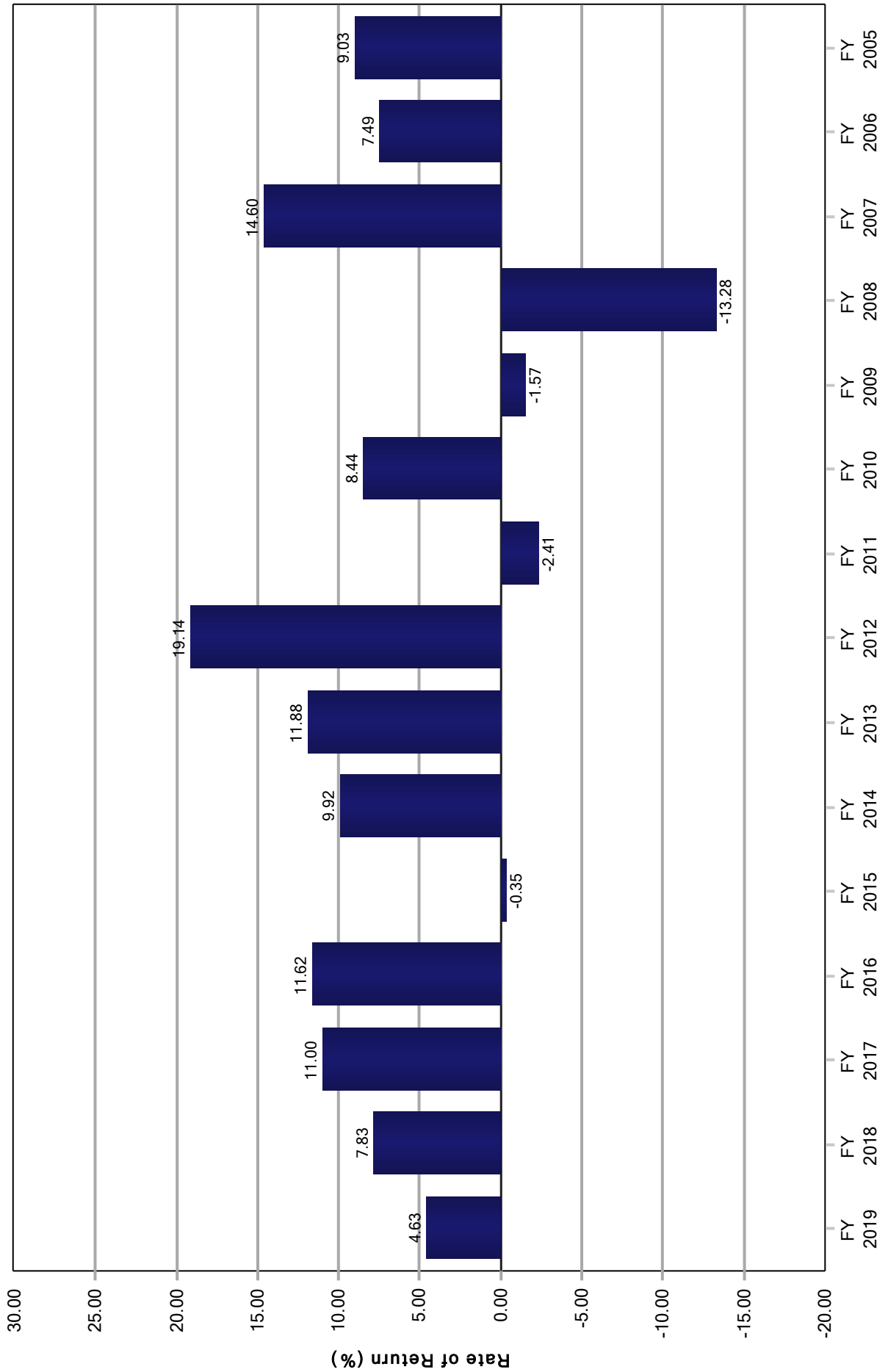
Retirement Plan For Employees Of The Town Of Surfside
 Growth of Investments
 October 1, 2009 Through September 30, 2019



<u>Beginning MV</u>	<u>Ending MV</u>	<u>Annualized ROR</u>
\$9,804,679	\$24,171,841	8.0



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

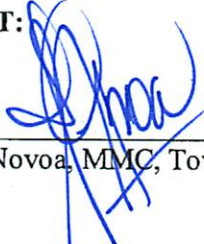
On Final Reading Second by: Commissioner Karukin

FINAL VOTE ON ADOPTION:

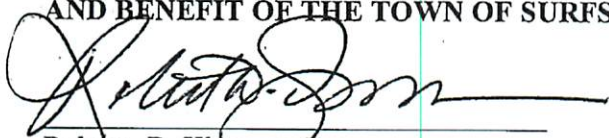
Commissioner Daniel Gielchinsky	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Barry Cohen	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>



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.

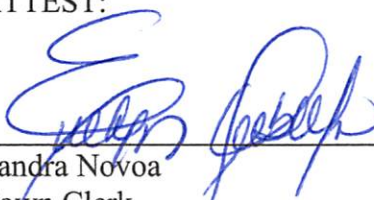
PASSED AND ADOPTED ON FIRST READING, this 10th day of December, 2019 with a 5-0 vote.

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 <u>X</u>	no ___
Vice Mayor Daniel Gielchinsky	yes <u>X</u>	no ___
Commissioner Barry Cohen	yes <u>X</u>	no ___
Commissioner Michael Karukin	yes <u>X</u>	no ___
Commissioner Tina Paul	yes <u>X</u>	no ___



MEMORANDUM

ITEM NO. 9AA

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.

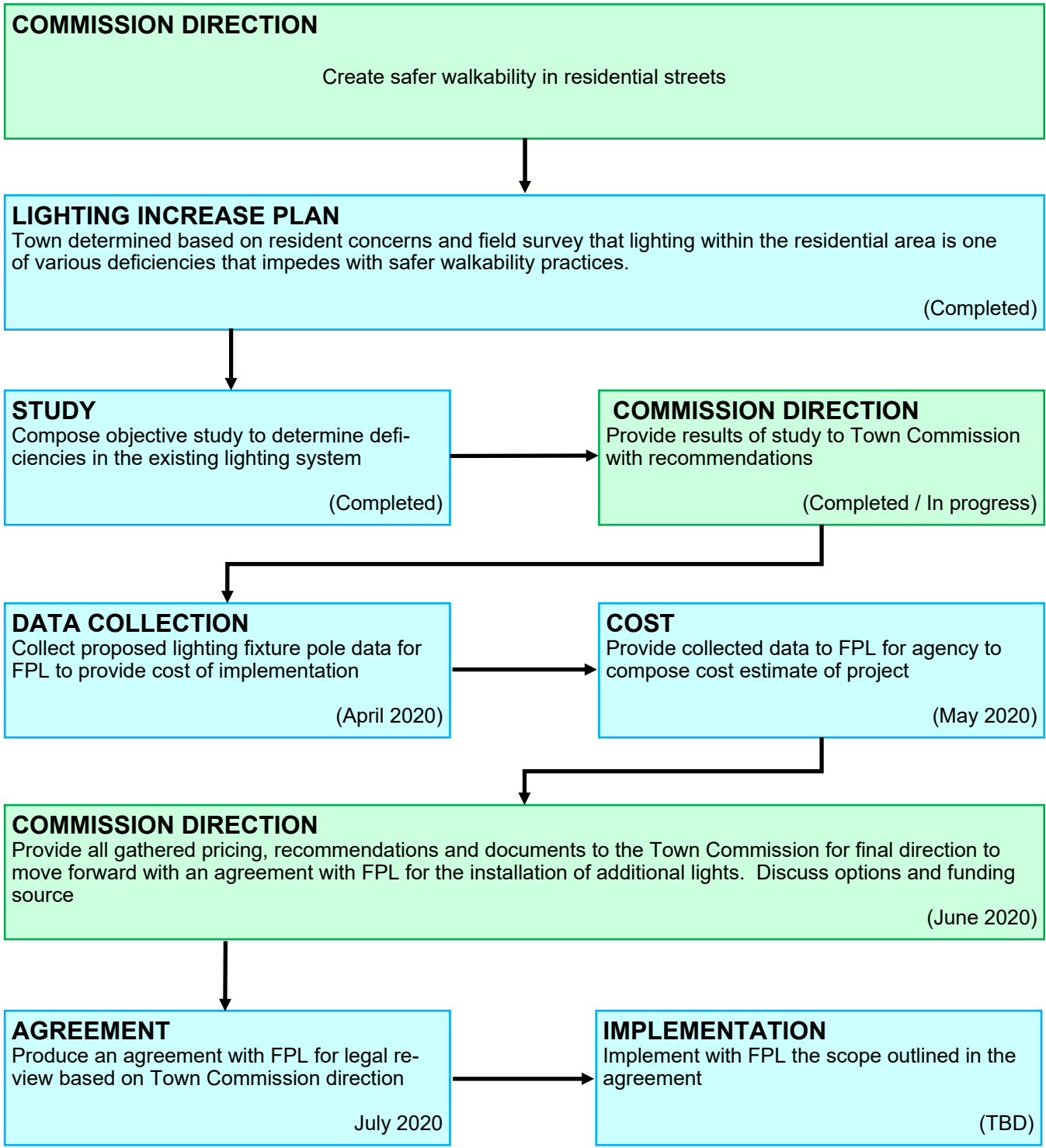
Reviewed by: HG/RS

Prepared by: HG



Town of Surfside Public Works Department Safer Walkability- Increased Lighting Plan

Update as of March 30th, 2020





MEMORANDUM

ITEM NO. 9CC

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.

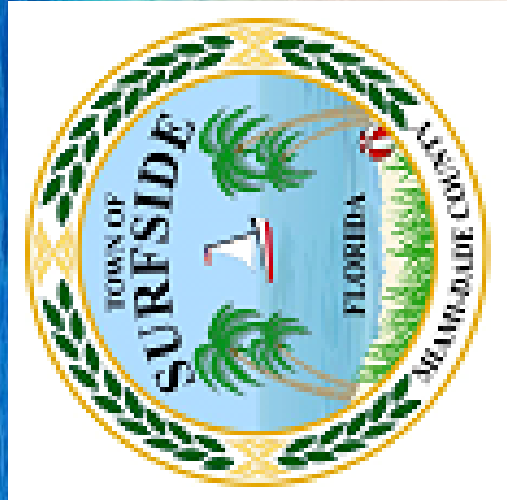
Attached is the Town's financial position presentation given to the Commissioners.

Reviewed by: GO

Prepared by: JDG

FINANCE ORIENTATION

April 2020



Surfside Finance Department

Financial Reporting

Page 358

- 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

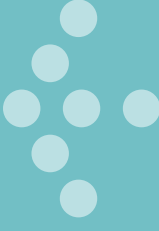


Fiduciary



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
- Tourist
- Transportation
- Police Forfeiture

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 374

● **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**

- 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

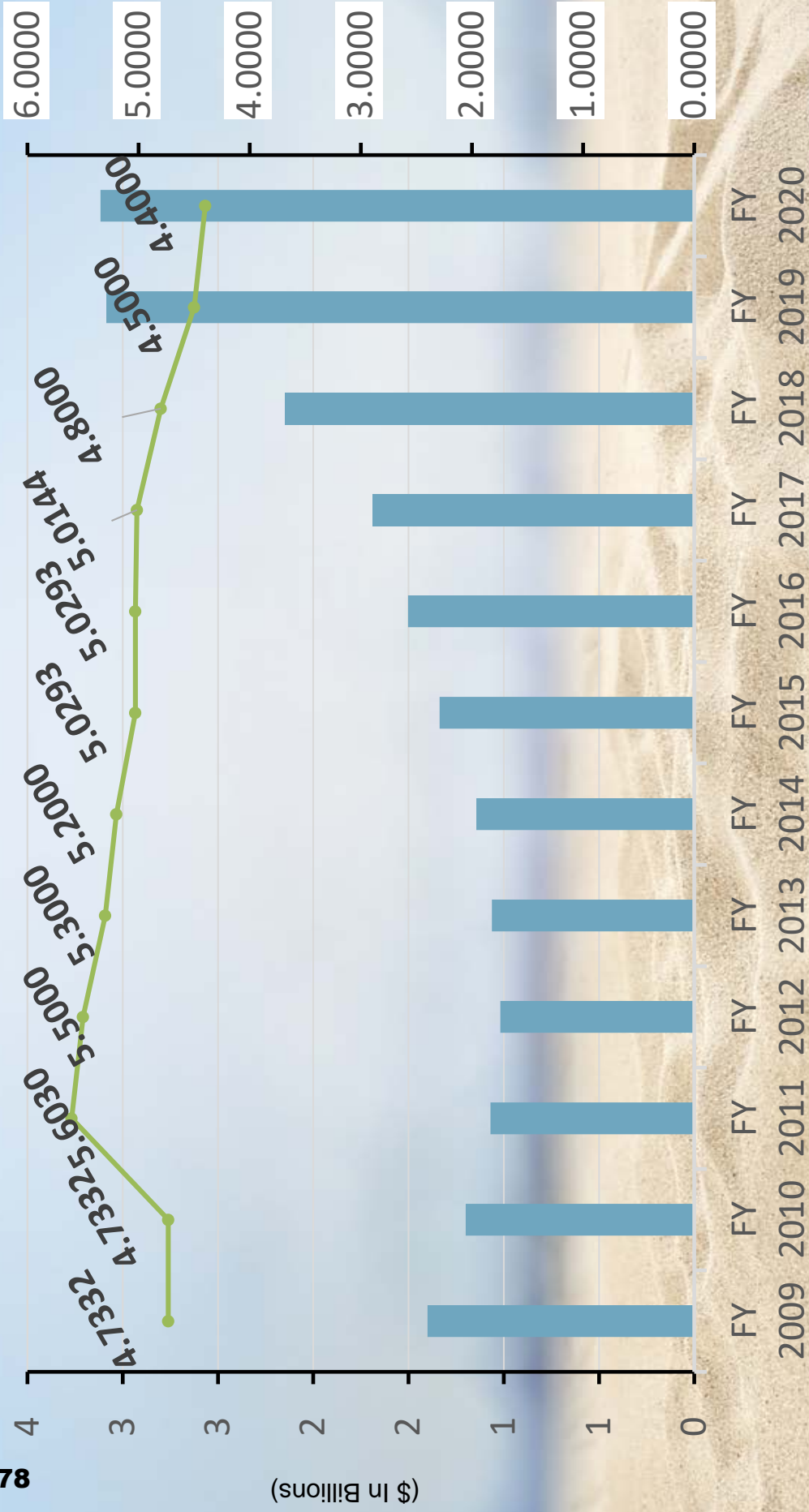
Fiscal Year	Millage Rate	Value	Value Increase	% Increase
2009	4.7332	\$ 1,531,669,419		
2010	4.7332	\$ 1,283,401,231	\$ (248,268,188)	-16.2%
2011	5.6030	\$ 1,062,959,623	\$ (220,441,608)	-17.2%
2012	5.5000	\$ 1,017,658,274	\$ (45,301,349)	-4.3%
2013	5.3000	\$ 1,062,214,226	\$ 44,555,952	4.4%
2014	5.2000	\$ 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

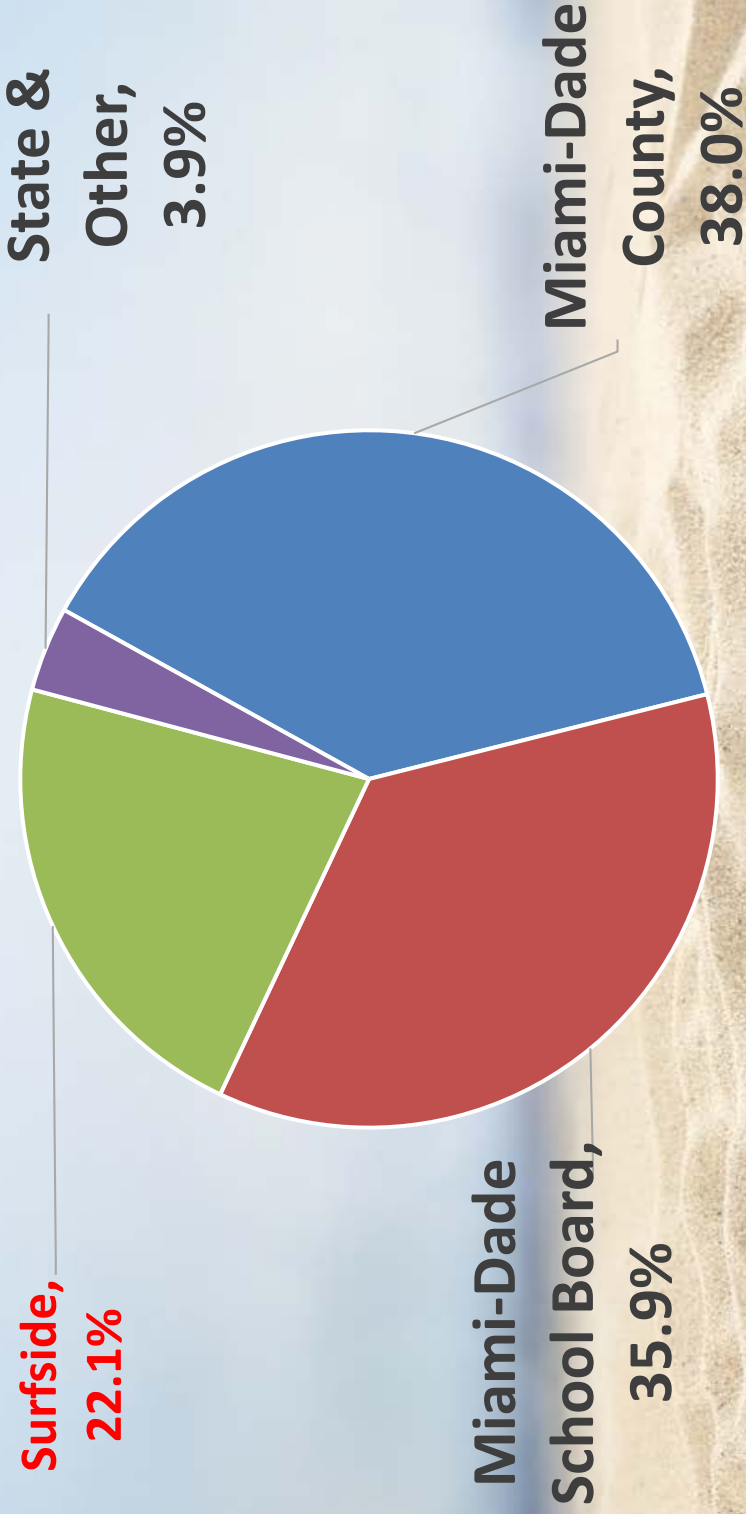
Fiscal Year	Millage Rate	Taxable Property Value	Property Taxes Collected	% Increase
2009	4.7332	\$ 1,531,669,419	\$ 6,325,721	
2010	4.7332	\$ 1,283,401,231	\$ 5,323,728	-15.8%
2011	5.6030	\$ 1,062,959,623	\$ 5,619,494	5.6%
2012	5.5000	\$ 1,017,658,274	\$ 5,264,387	-6.3%
2013	5.3000	\$ 1,062,214,226	\$ 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

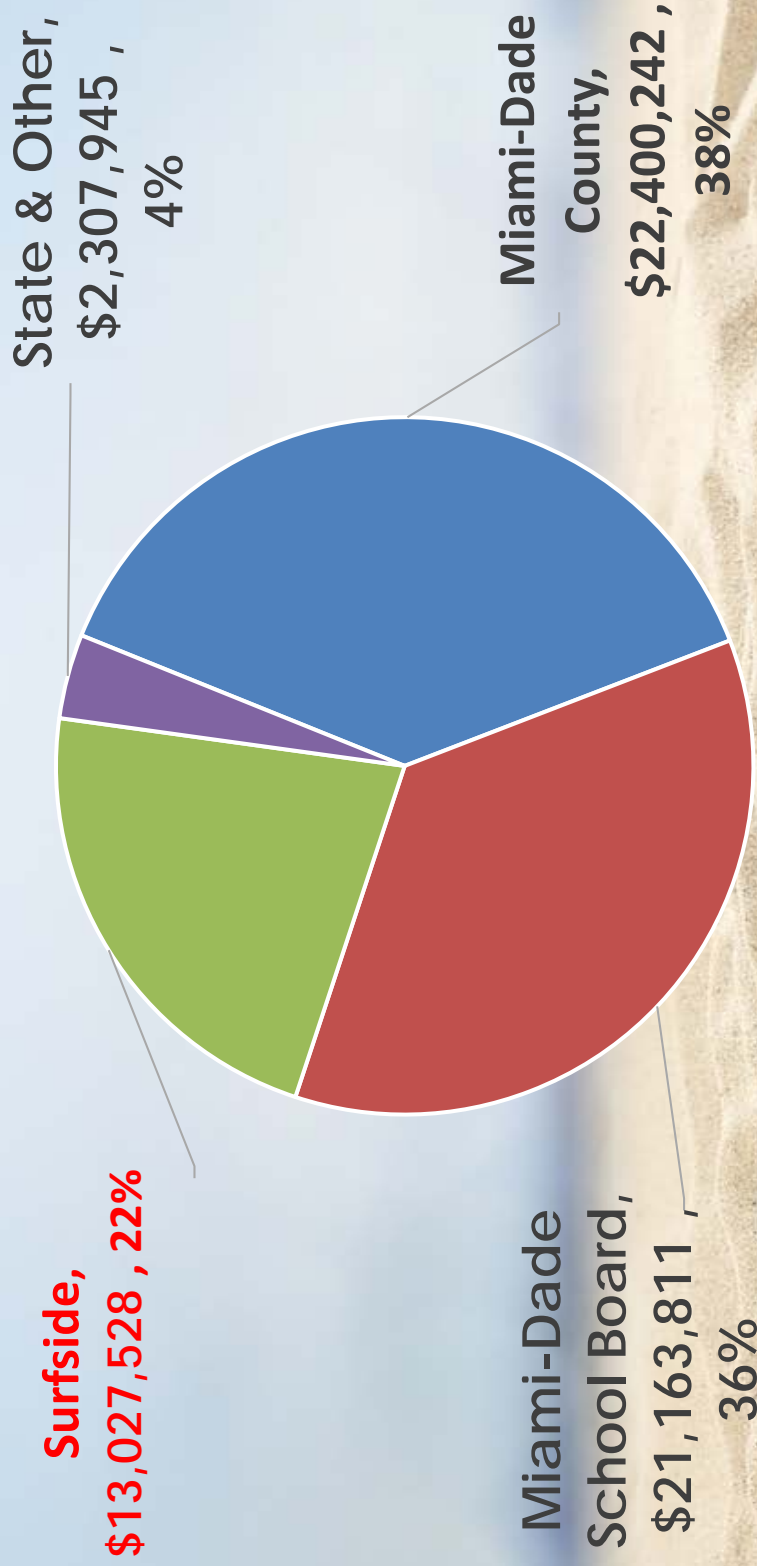


HOW MUCH OF YOUR TAX BILL GOES TO THE TOWN?



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

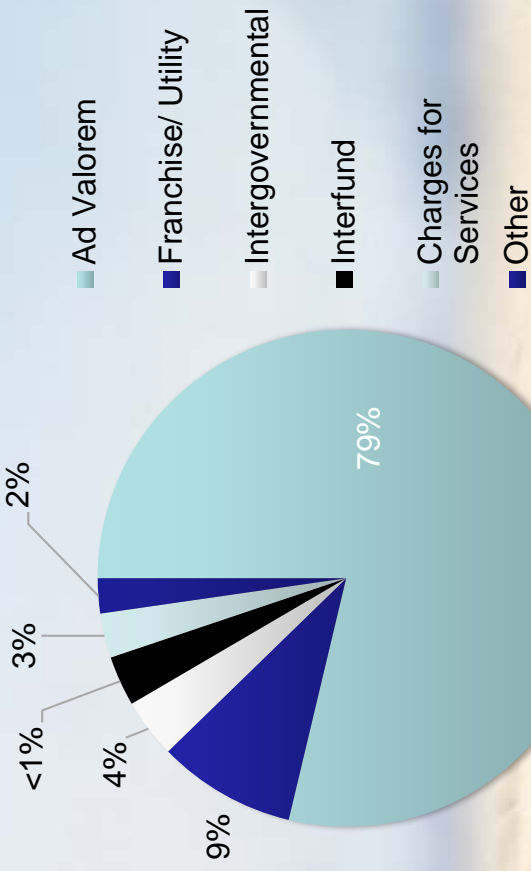
\$2.1M added to General Fund Reserves

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

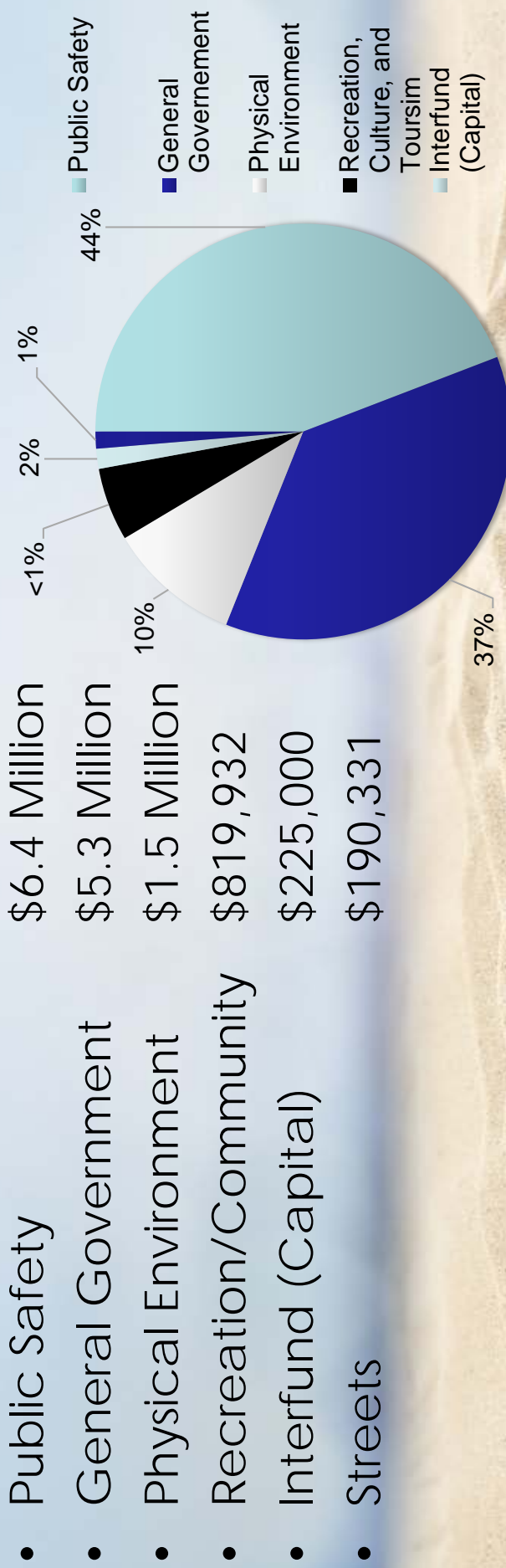
FY 2020 General Fund Revenues



General Fund Expenditures

\$14.4 Million

FY 2020 General Fund Expenditures



Enterprise Funds – Water & Sewer

● Page 385

- 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

- 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

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



\$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. 9DD

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. **9DD**

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.

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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:

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- Specifying, purchasing and setup of all new IT equipment for staff and PD
- Maintaining uptime on servers, Police Department USA Software and FDLE
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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:

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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:

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Resiliency Planning & Meeting attendance - Billed per hour on as needed basis and authorized at up to \$6,818.62 for FY 2020:

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- Attend County and State agency meetings and forums as required
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- 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
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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%
Totals:	<u><u>794,232</u></u>		



**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



TREE CITY USA

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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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



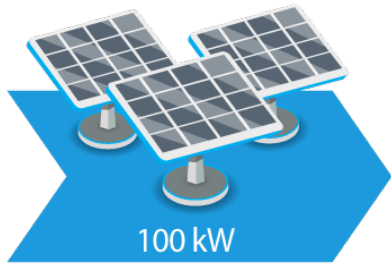
Terms

- 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

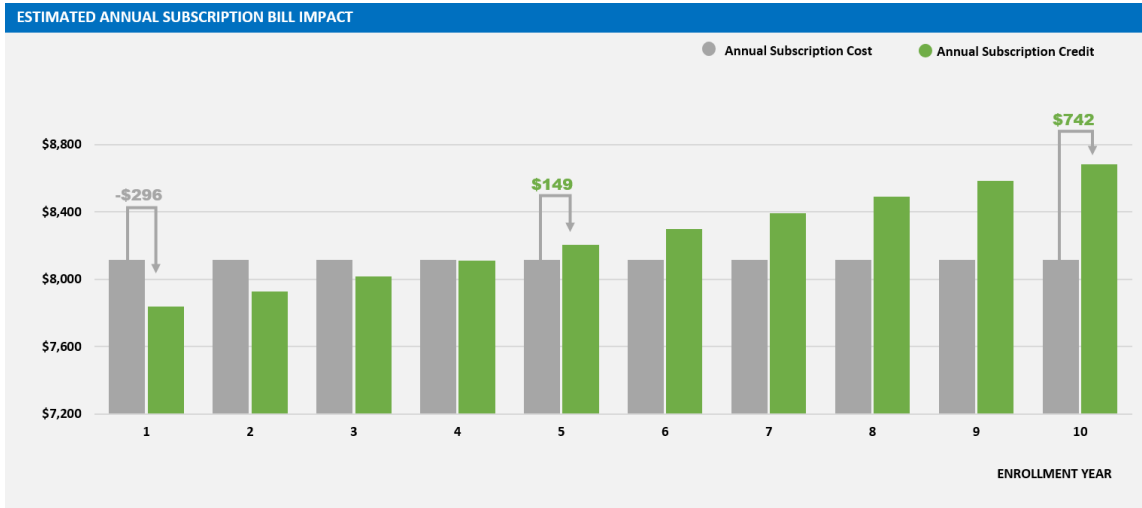
Your Monthly Bill Credit

\$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

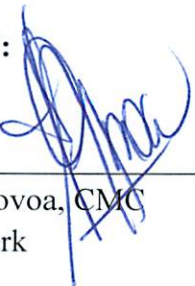
Commissioner Barry R. Cohen
Commissioner Michael Karukin
Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

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

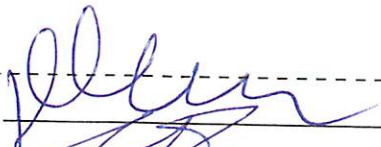
0094G/1-20-93/AE-8

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

03/28/14 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.

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SEPTEMBER 17, 2014 8:21 PM

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SEPTEMBER 10, 2014 7:12 PM

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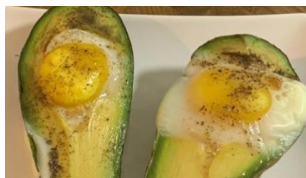
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Big crowds at Miami Beach parks, marinas on first weekend of reopening



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3 MAY

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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

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UPDATED MAY 01, 2020 09:00 PM



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UPDATED MAY 01, 2020 05:05 PM



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UPDATED MAY 01, 2020 03:30 PM



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UPDATED MAY 01, 2020 04:41 PM



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UPDATED MAY 01, 2020 04:31 AM



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TOWN OF SURFSIDE, FLORIDA

**REQUEST FOR PROPOSALS (RFP)
POINT LAKE CANAL SUBAQUEOUS WATER
MAIN CROSSING TO BISCAYA ISLAND
RFP No. #####-##**

Issue Date: **January** ____, 2020

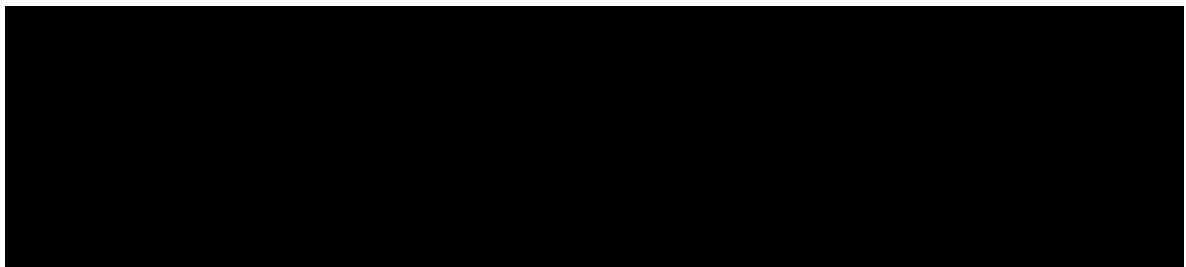


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PUBLIC NOTICE

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)**

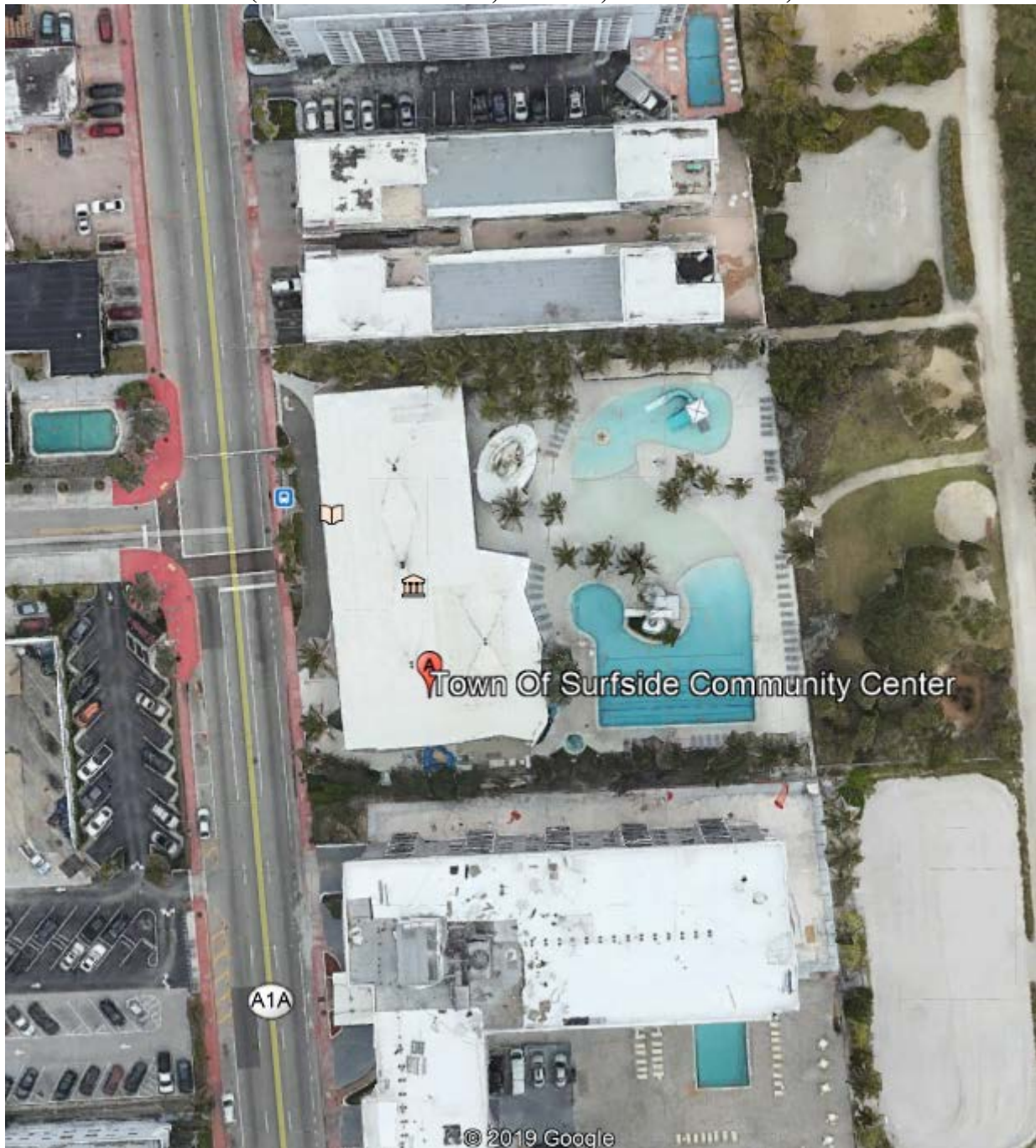


EXHIBIT 2 – DESIGN CRITERIA PACKAGE

**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

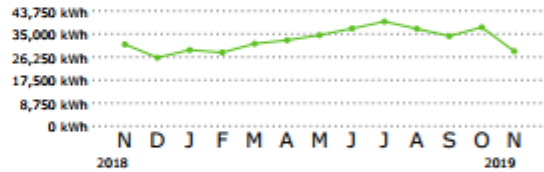
Meter reading - Meter KV58395 Next meter reading Dec 30, 2019
Current reading 26949
Previous reading -26712

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

SUPPLEMENT: MATERIAL/EQUIPMENT SUPPLIERS

The following suppliers will be furnishing materials and/or equipment on this Project:

MATERIAL AND/OR EQUIPMENT SUPPLIERS

END OF SUPPLEMENT: MATERIAL/EQUIPMENT SUPPLIERS

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: _____
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: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____



MEMORANDUM

ITEM NO. **9QQ**

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. 9RR

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

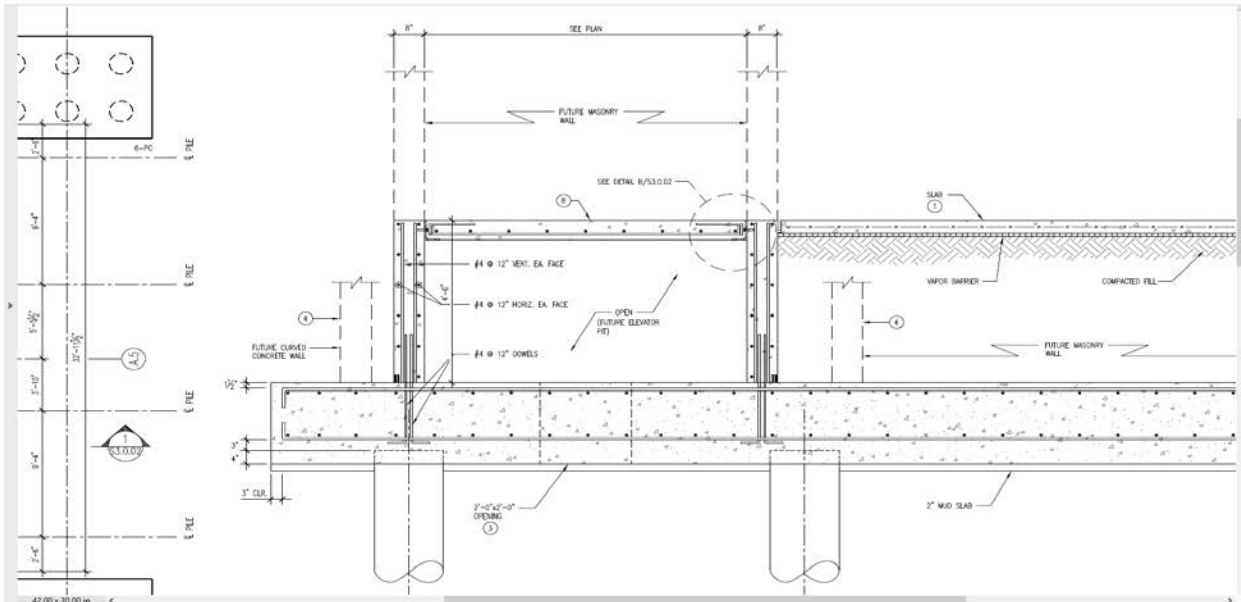


MEMORANDUM

ITEM NO. 9SS

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

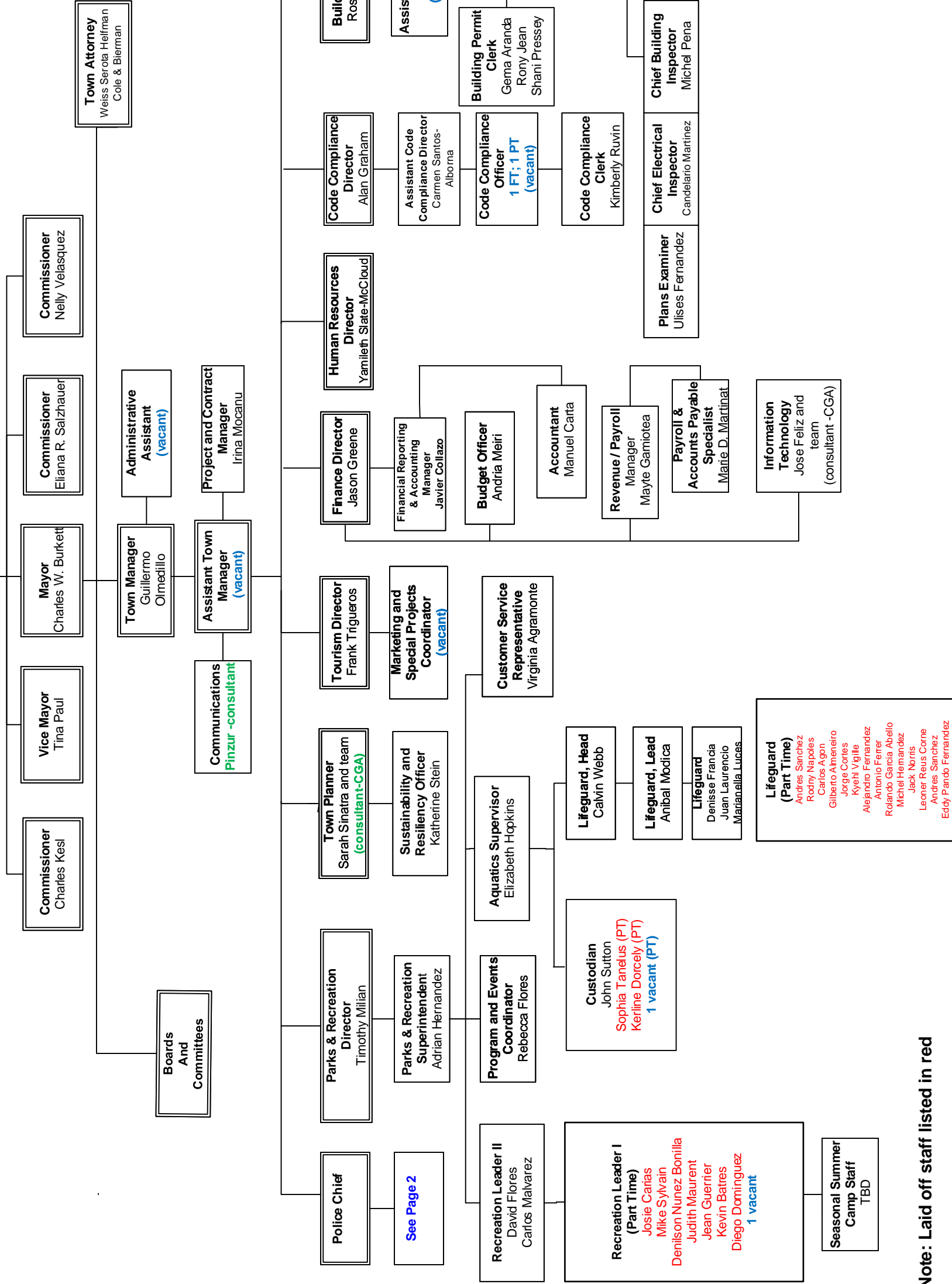


Town of Surfside
9293 Harding Avenue
Surfside, FL 33154



**Government Structure
(As of April 24, 2020 - Includes Laid off Staff)**

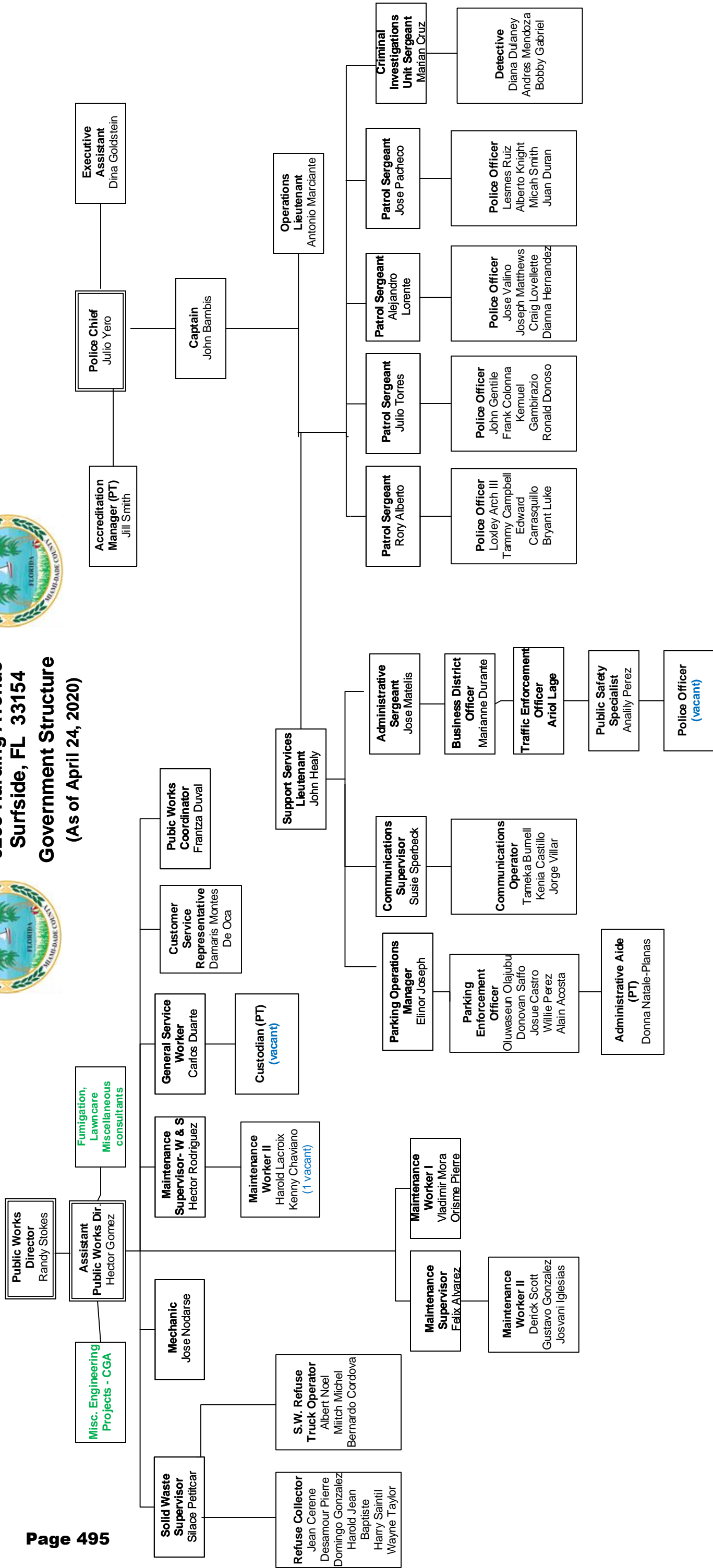
Residents of Surfside



Note: Laid off staff listed in red



Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Government Structure
(As of April 24, 2020)



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



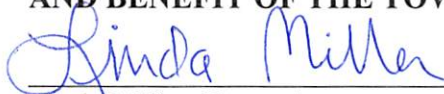
Daniel Dietch, Mayor

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. **9WW**

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.

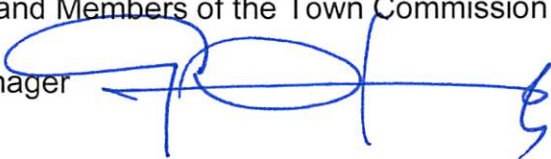
SHEET
1 of 1



MEMORANDUM

ITEM NO. **9ZZ**

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.

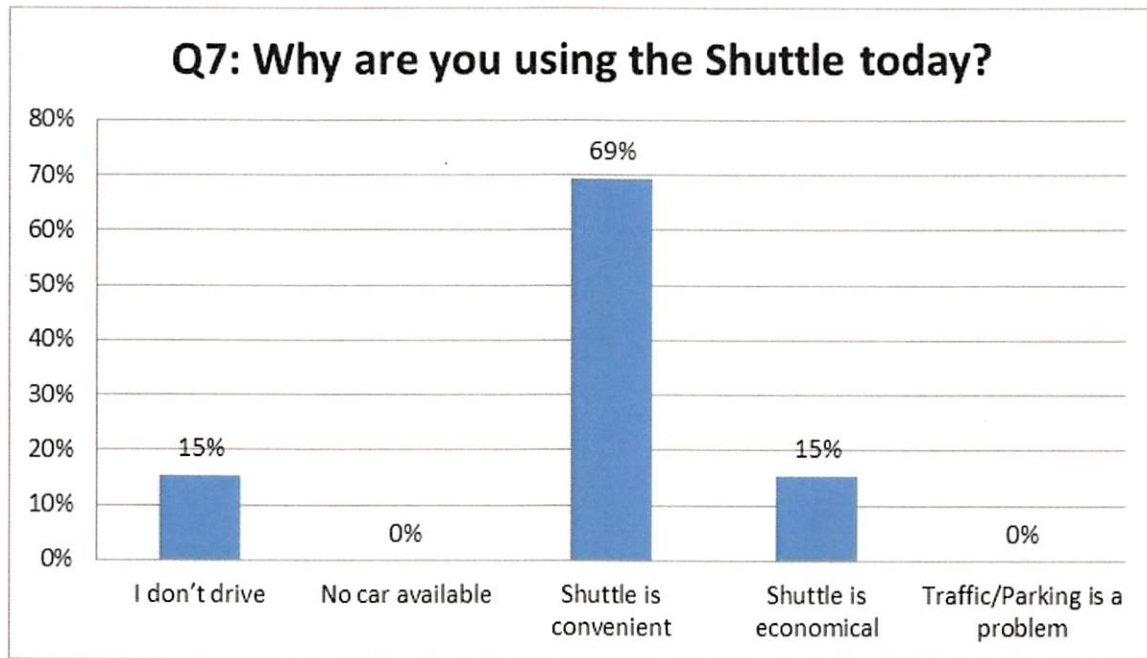


Figure 1 Reasons for using the Surfside Shuttle.

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.

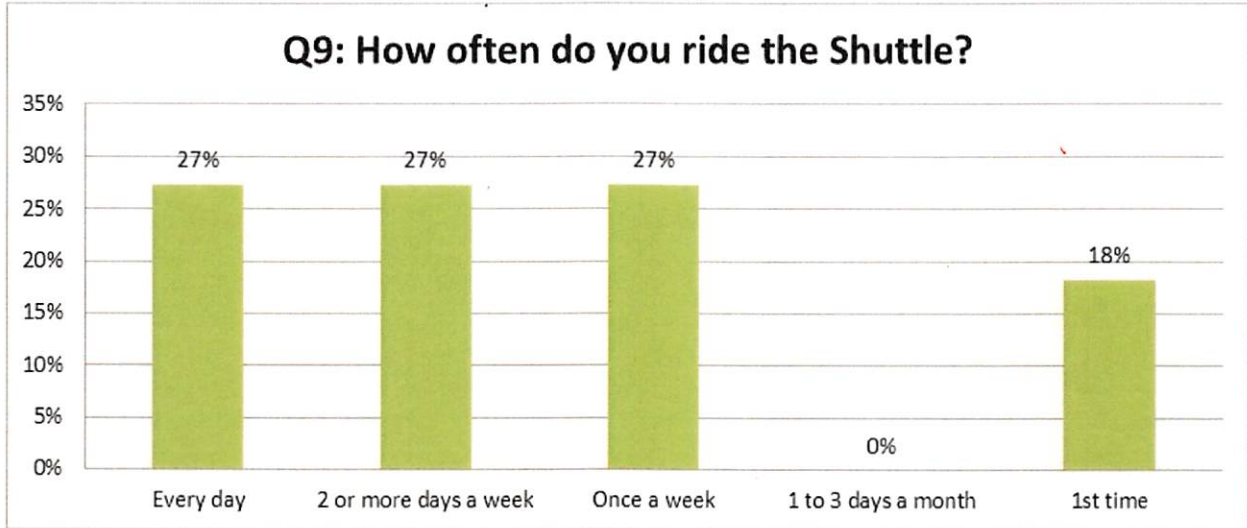


Figure 2 Frequency of Usage of the Surfside Shuttle.

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.

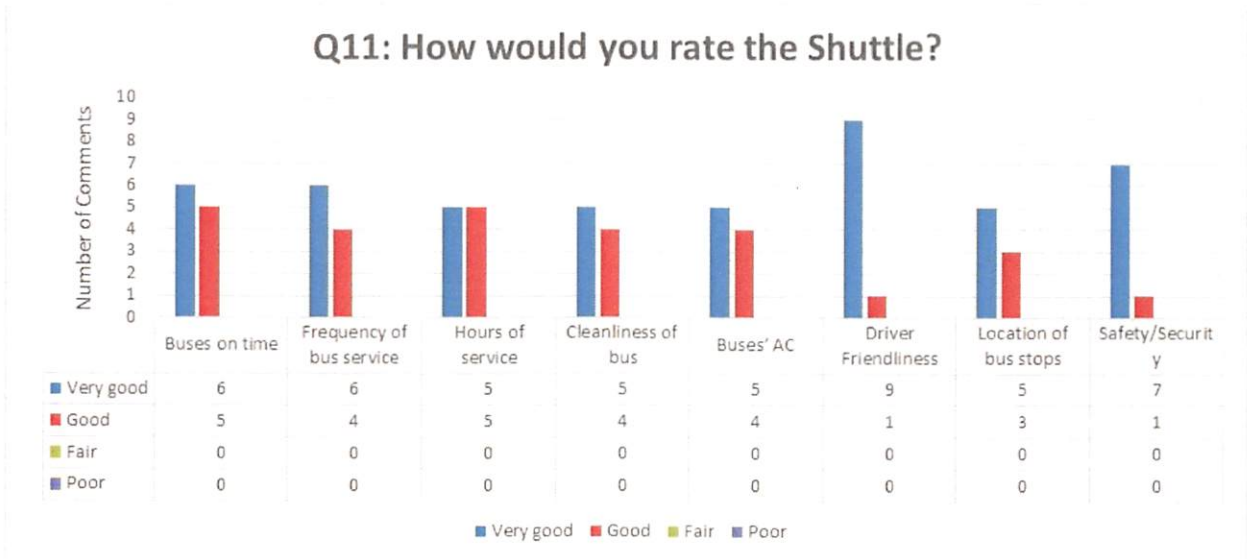


Figure 3 Rating of the Shuttle system.

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.

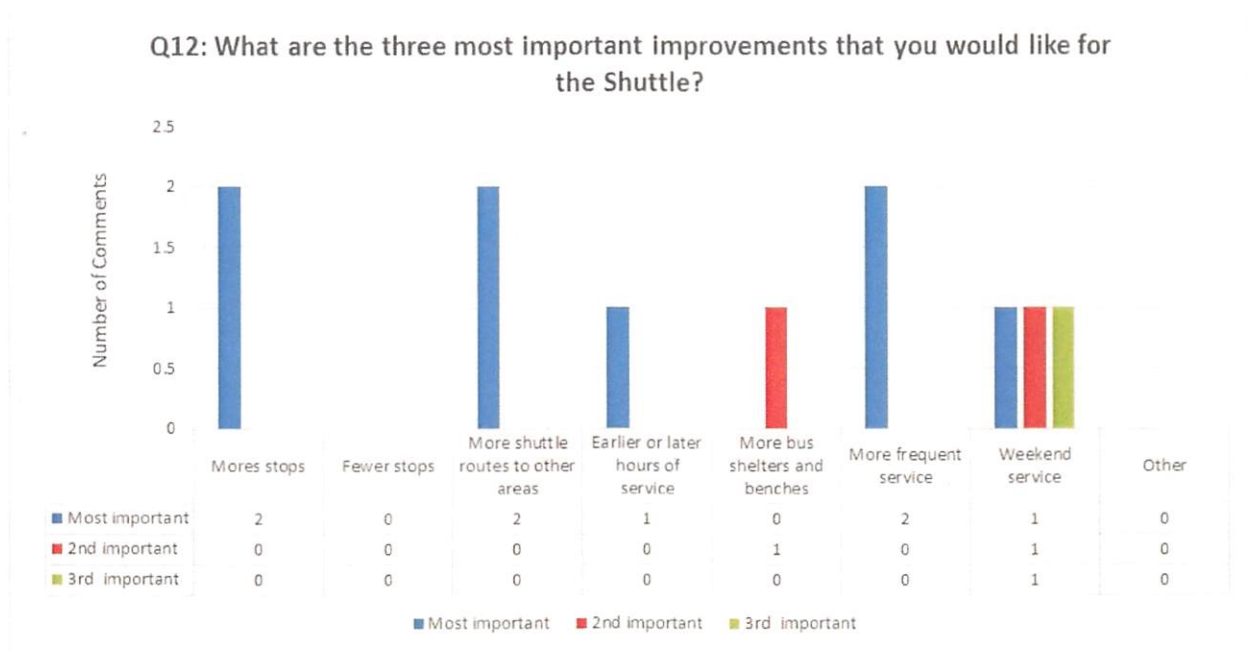


Figure 4 Most Important Shuttle Improvements.

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.

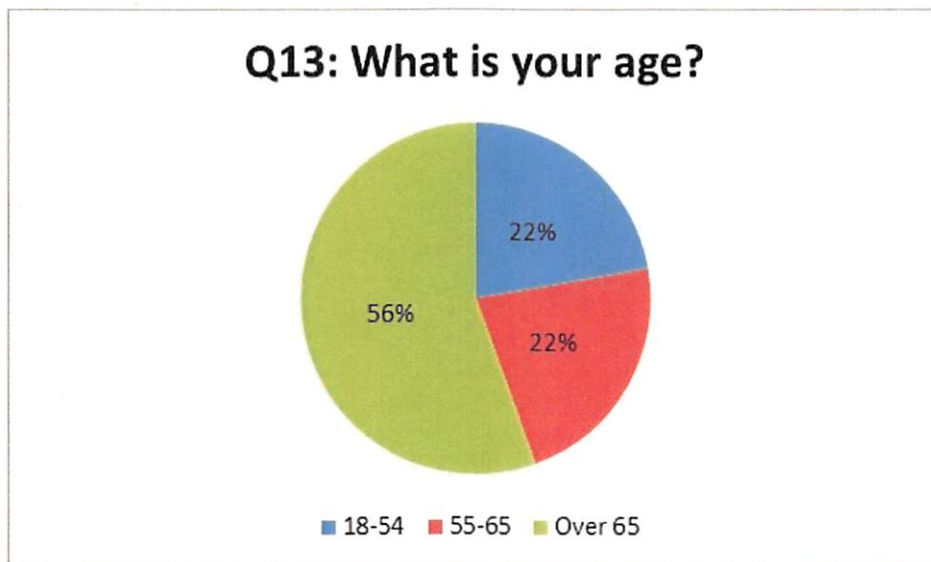


Figure 5 Ages of Current Riders.

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%).

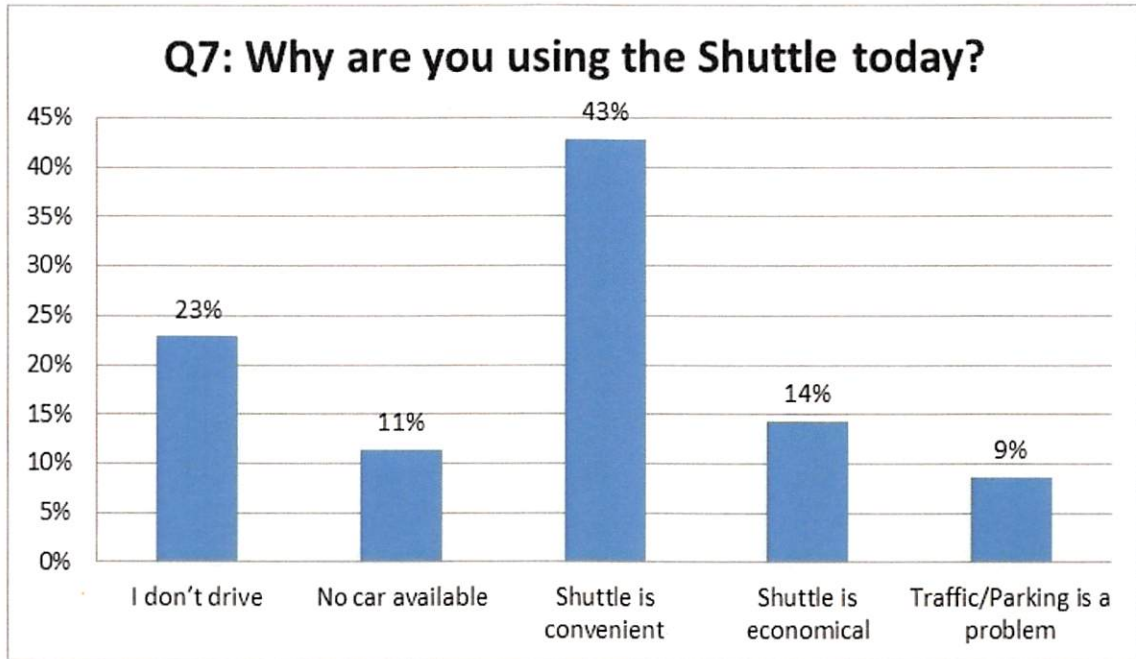


Figure 6 Reasons for using the Bal Harbour Shuttle

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.

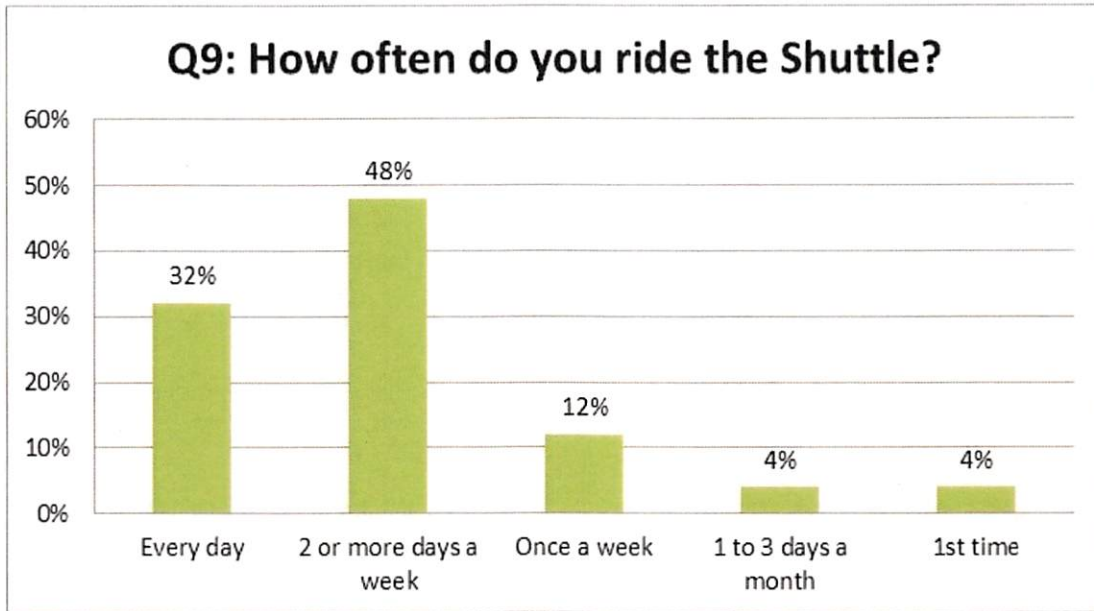


Figure 7 Frequency of Usage of the Bal Harbour Shuttle

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.

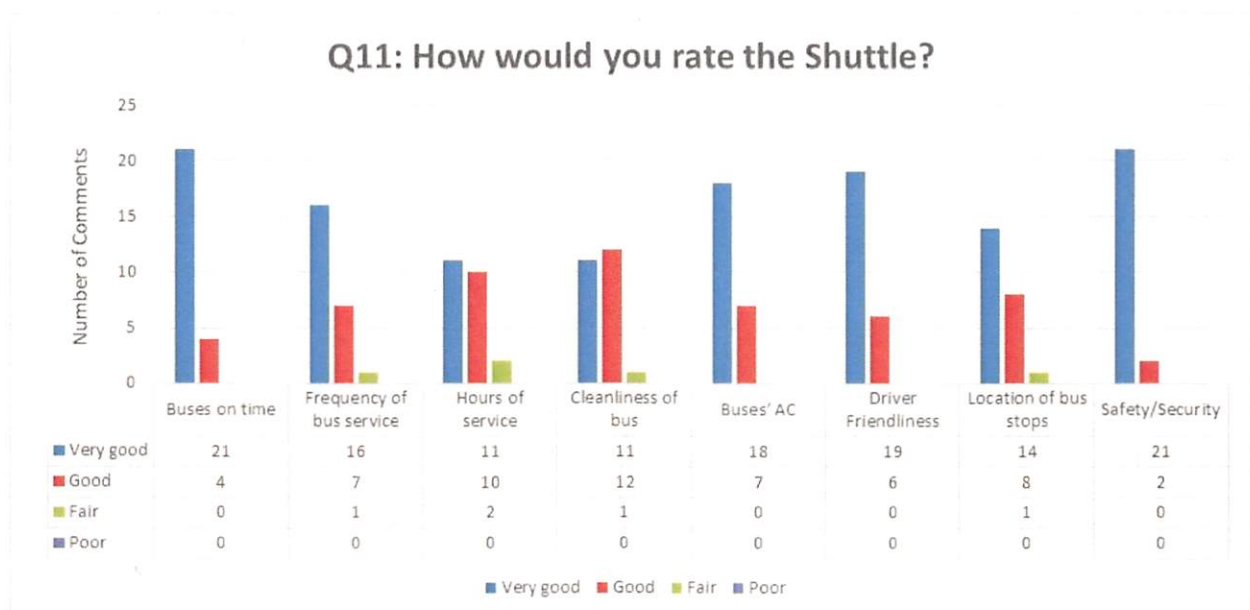


Figure 8 Rating of the Shuttle system.

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.

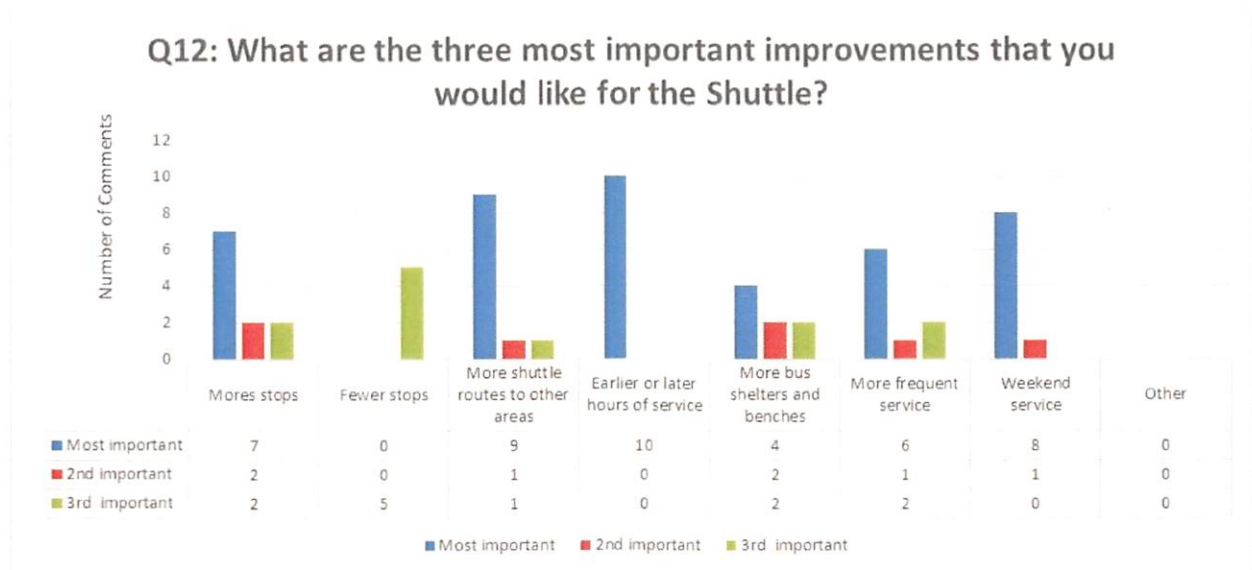


Figure 9 Most Important Shuttle Improvements.

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.

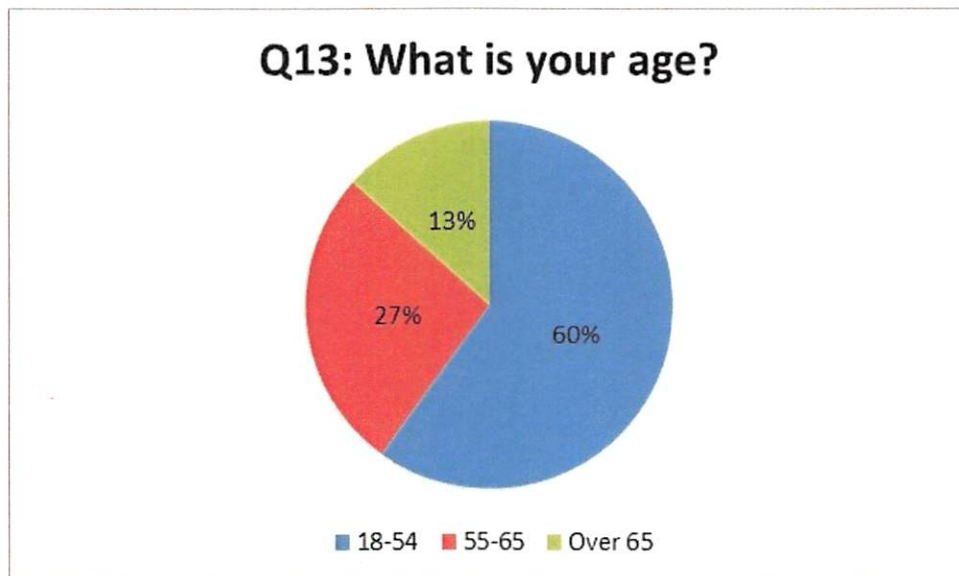


Figure 10 Ages of Current Riders

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%).

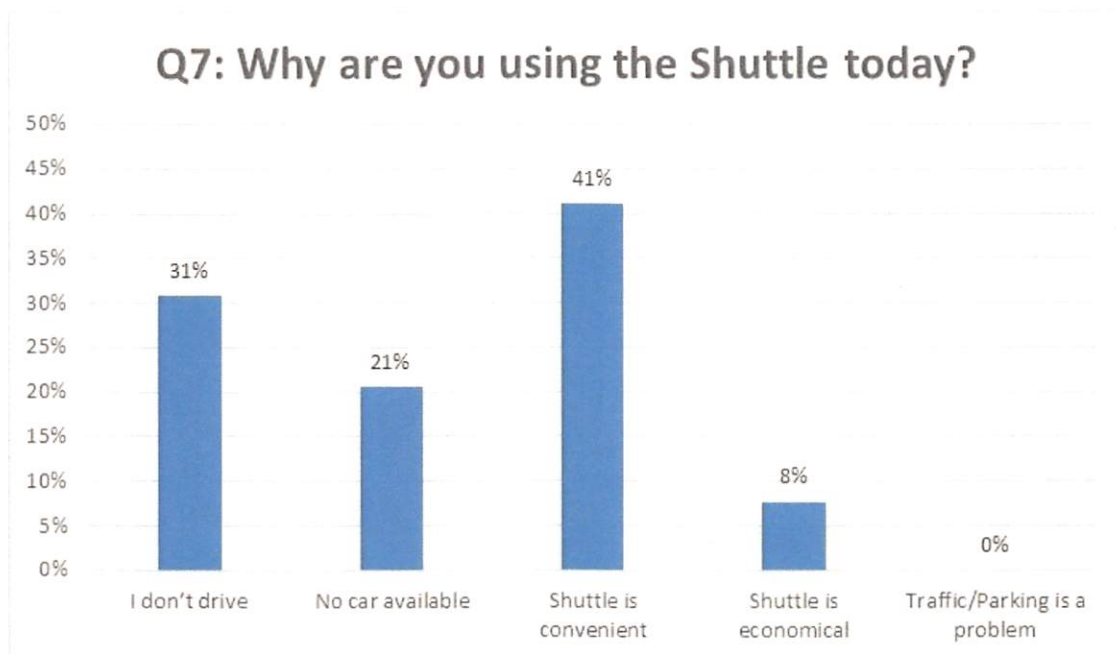


Figure 11 Reasons for using the Bay Harbor Islands Shuttle.

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.

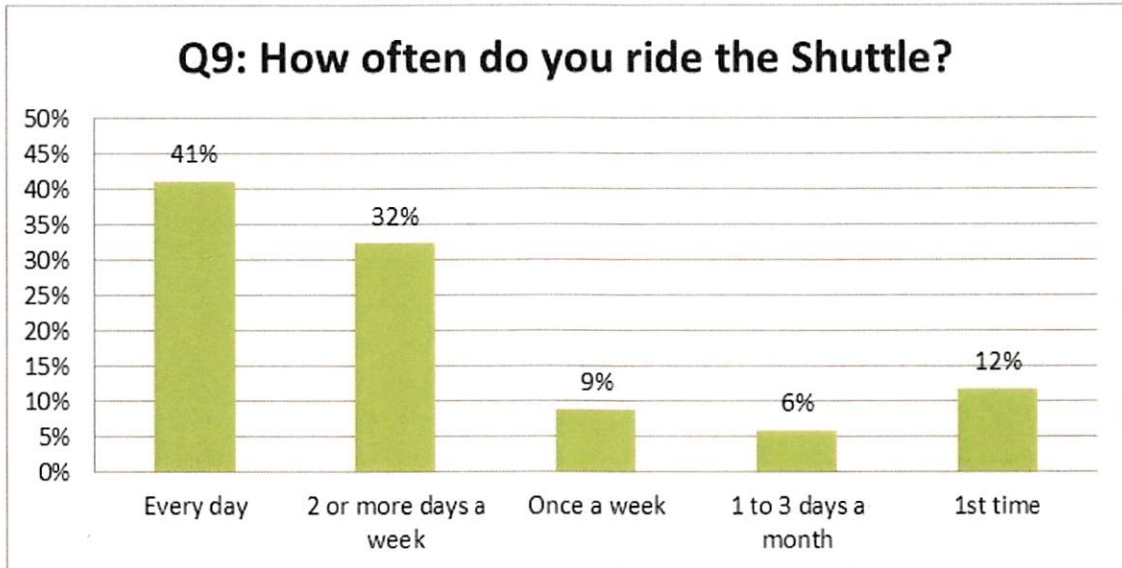


Figure 12 Frequency of Usage of the Bay Harbor Islands Shuttle.

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.

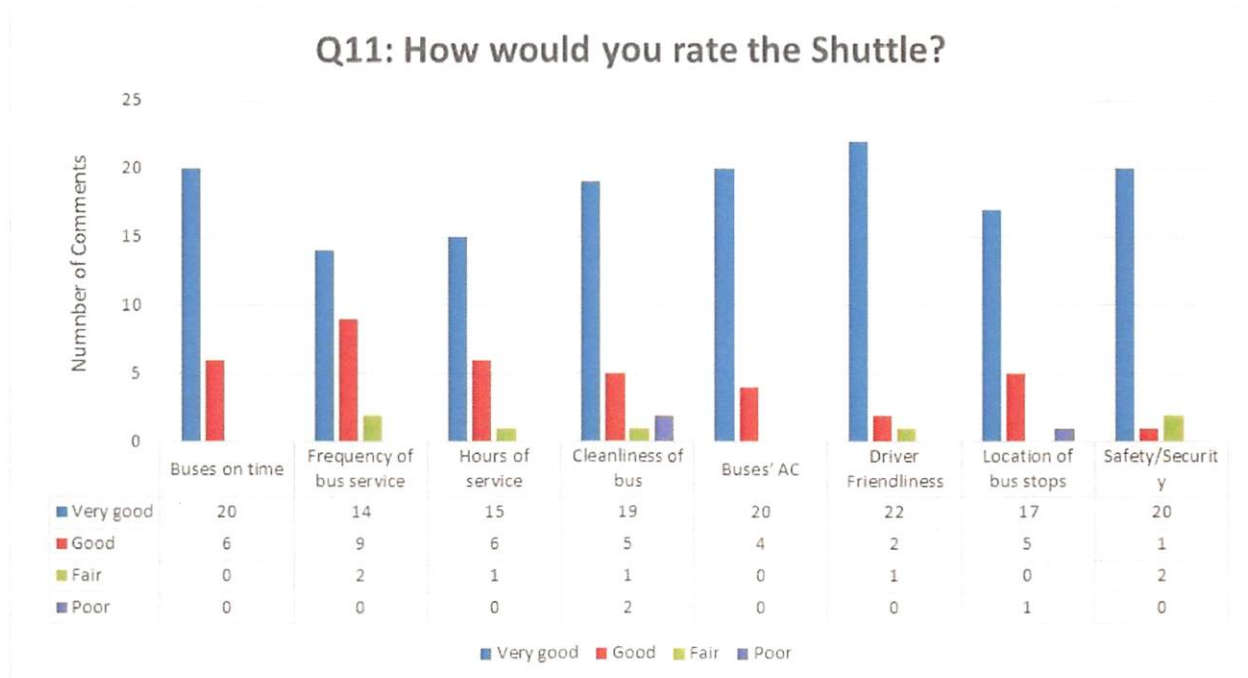


Figure 13 Rating of the Shuttle system.

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.

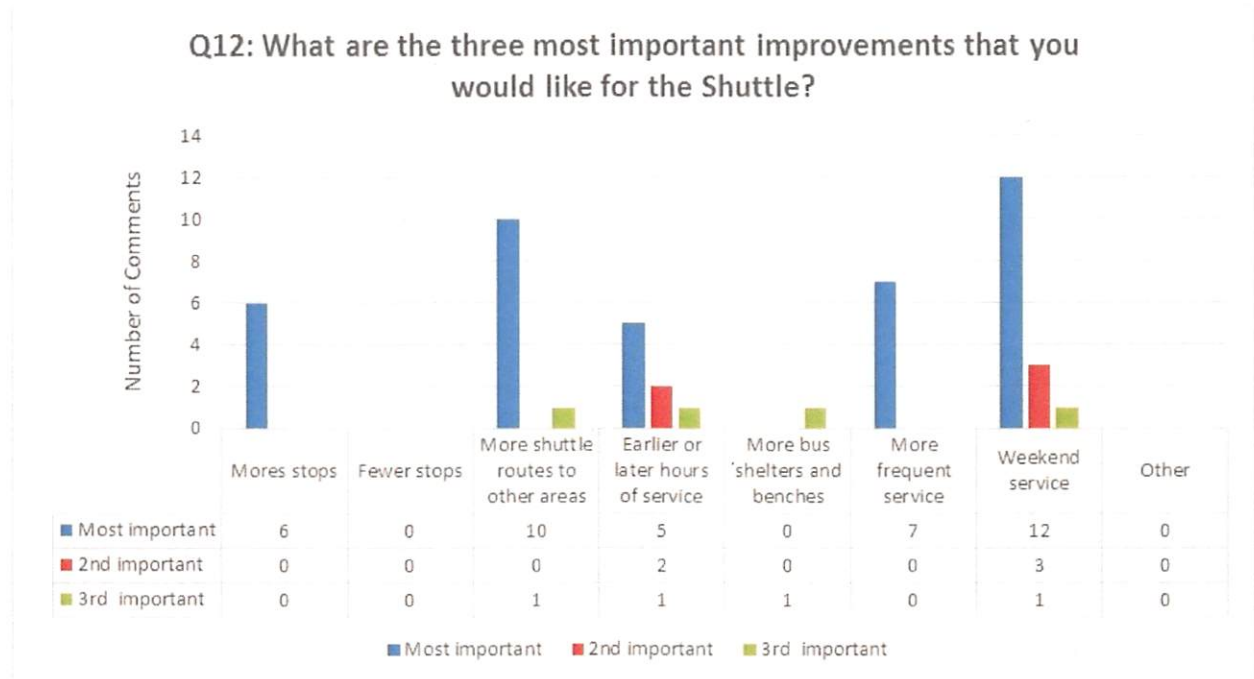


Figure 14 Most Important Shuttle Improvements.

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.

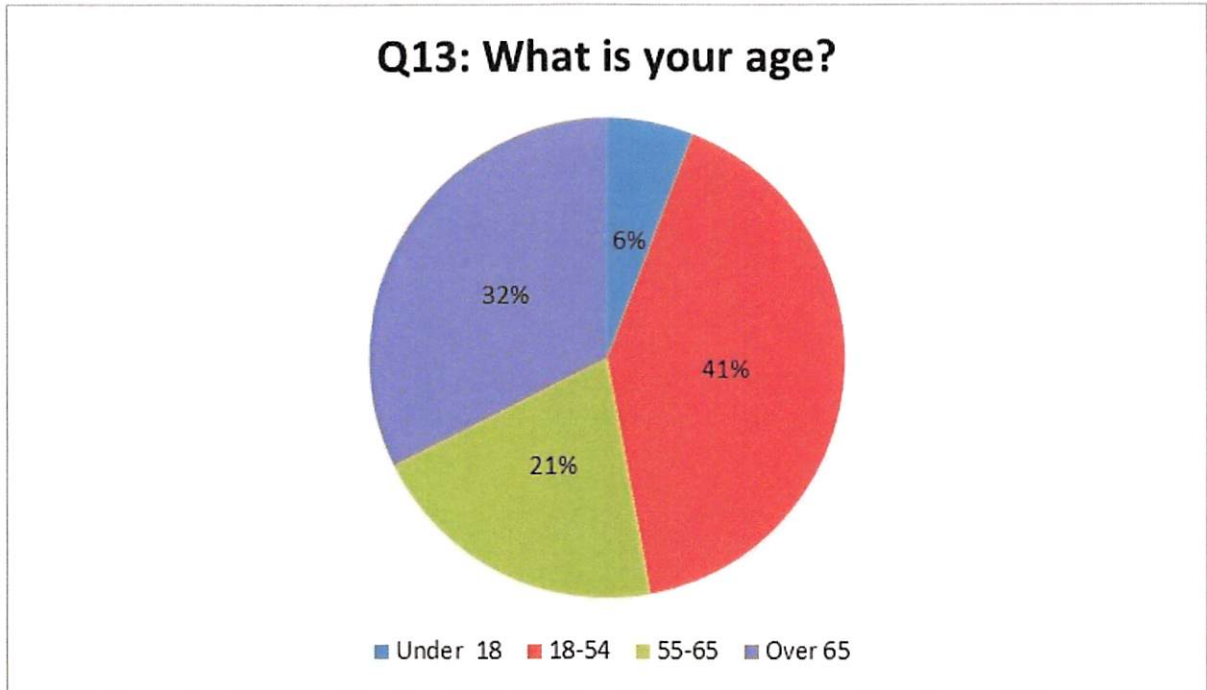


Figure 15 Ages of Current Riders.

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.

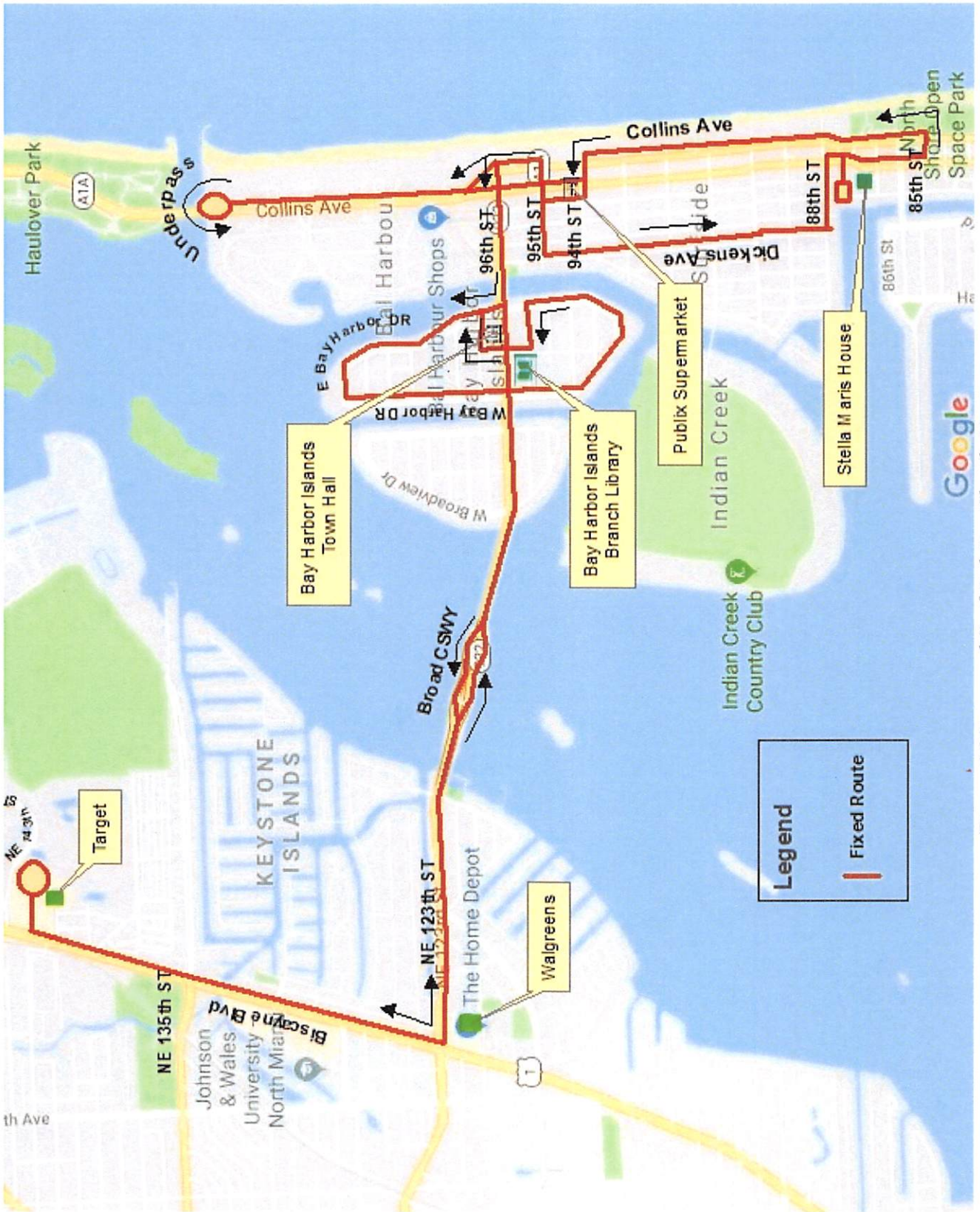


Figure 16 Proposed Surf-Bal-Bay Shuttle Route



Figure 17 Surf-Bal-Bay Shuttle Route: Blown-up Area

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

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

Do you have any comments? _____

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	Anta	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 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.

* * *

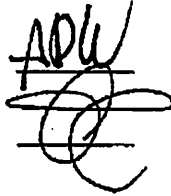
Section 2. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered 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.

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

From: Guillermo Olmedillo, Town Manager

Date: April 14, 2020

Subject: Comparison of 2006 code to 2020 code

The attached tables describe the differences between the 2006 code and the 2020 code per zoning district. The most significant changes from the 2006 code are summarized below:

1. Single family district requires additional setbacks for second story and limits the square footage of a second story based on the percentage of the first story.
2. Single family homes have a 10-foot base flood elevation requirement versus 8 feet in 2006 in keeping with FEMA requirements.
3. Single family lot coverage (what can be seen under roof from above) currently has certain exclusions, such as patios. Previously, anything under roof qualified as lot coverage.
4. Multifamily properties on the east side of Harding Avenue can have a length up to 90 feet if there is a 17-foot gap in the façade. Previously, the requirement was a maximum of 50 feet with the option to go up to 100 feet with a 25-foot recess.
5. Multifamily properties on the west side of Collins Avenue can have a length up to 250 feet if there is a 17-foot gap in the façade versus 150 feet, however hotels are limited to 150 feet in length.
6. Significant landscape requirements for multifamily and hotel uses were added.
7. Height is limited by the Charter and has not been changed in any district. It should be noted that the increase in base flood elevation means that the first habitable floor is higher now than prior to 2006. However, height is measured from the crown of the road to the top of the building and therefore the increase in base flood elevation has not increased overall height.
8. Minimum window openings, design features and wall plane elevation changes were added to all zoning districts.

- 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	Arrive Target	Surfside Publix	
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											

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: April 14, 2020
Subject: Comparison of 2006 code to 2020 code

The attached tables describe the differences between the 2006 code and the 2020 code per zoning district. The most significant changes from the 2006 code are summarized below:

1. Single family district requires additional setbacks for second story and limits the square footage of a second story based on the percentage of the first story.
2. Single family homes have a 10-foot base flood elevation requirement versus 8 feet in 2006 in keeping with FEMA requirements.
3. Single family lot coverage (what can be seen under roof from above) currently has certain exclusions, such as patios. Previously, anything under roof qualified as lot coverage.
4. Multifamily properties on the east side of Harding Avenue can have a length up to 90 feet if there is a 17-foot gap in the façade. Previously, the requirement was a maximum of 50 feet with the option to go up to 100 feet with a 25-foot recess.
5. Multifamily properties on the west side of Collins Avenue can have a length up to 250 feet if there is a 17-foot gap in the façade versus 150 feet, however hotels are limited to 150 feet in length.
6. Significant landscape requirements for multifamily and hotel uses were added.
7. Height is limited by the Charter and has not been changed in any district. It should be noted that the increase in base flood elevation means that the first habitable floor is higher now than prior to 2006. However, height is measured from the crown of the road to the top of the building and therefore the increase in base flood elevation has not increased overall height.
8. Minimum window openings, design features and wall plane elevation changes were added to all zoning districts.

Single family waterfront lots		RS-1 (2006 Code)	H30A (2020 Code)
Height	Principal Building	30 ft	30 ft
	Accessory	12 ft	12 ft
	Stories	2	2
Base Flood Elevation		8 ft	10 ft
	Lot Width (Min)	50 ft	50 ft
Lot	Lot area / dwelling (Min)	8,000 sq ft	8,000 sq ft
	Lot Coverage (Max)	40%	40%
	Minimum FI Area (Min)	2,500 sq ft	No minimum, changed to a maximum square footage for 2 nd floors
Setbacks (Min)	Primary	20 ft	20 ft
	Interior side	5 ft	5 ft
	Interior side for lots over 50 ft in width	10% of frontage	10% of the frontage
Pervious Area (Min)	Second floor interior side setbacks	No additional setbacks required	An average of 5 – 10 additional feet depending on the size of the 2 nd story, not to exceed 80% of the first
	Rear	20 ft	20 ft
	Secondary (corner only)	10 ft	10 ft
		50% of front yard and 40% of rear yard to be landscaped.	35% minimum pervious area for total lot. 50% of front yard and 20% of rear yard to be landscaped.

Single family interior lots		RS-2 (2006 Code)	H30B (2020 Code)
Height	Principal Building	30 ft	30 ft
	Accessory	12 ft	12 ft
	Stories	2	2
Base Flood Elevation		8 ft	10 ft
	Lot Width (Min)	50 ft	50 ft
Lot	Lot area / dwelling (Min)	5,600 sq ft	5,600 sq ft
	Lot Coverage (Max)	40%	40%
	Minimum FI Area (Min)	1,800 sq ft	No minimum, changed to a maximum square footage for 2 nd floors
Setbacks (Min)	Primary	20 ft	20 ft
	Interior side	5 ft	5 ft
	Interior side for lots over 50 ft in width	10% of frontage	10% of the frontage
Pervious Area (Min)	Second floor interior side setbacks	No additional setbacks required	An average of 5 – 10 additional feet depending on the size of the 2 nd story, not to exceed 80% of the first
	Rear	20 ft	20 ft
	Secondary (corner only)	10 ft	10 ft
		50% of front yard and 40% of rear yard to be landscaped.	35% minimum pervious area for total lot. 50% of front yard and 20% of rear yard to be landscaped.

		RD-1 (2006 Code)			H30C (2020 Code)
Determination		Single family	Two-family	Multi-Family	Zoning District
Height (Max)	Principal Building	30 ft	30 ft	30 ft	30 ft
	Accessory	12 ft	12 ft	12 ft	12 ft
Lot	Stories	2	2	2	2
	Lot Width (Min)	50 ft	50 ft	75 ft	50 ft
	Lot area / dwelling (Min)	5,000 sq ft	2,500 sq ft	2,000 sq ft	Not Specified
	Lot Coverage (Max)	Not Specified	Not Specified	Not Specified	Not Specified
Setbacks (Min)	Minimum FI Area (Min)	1,800 sq ft	950 Sq ft	Based on use	Based on use
	Primary	20 ft	20 ft	20 ft	20 ft
	Interior side	5 ft	5 ft	7 ft	6 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater
Maximum frontage	Interior side for lots over 50 ft in width	10% of frontage	10% of frontage	10% of frontage	6 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater
	Rear	20 ft	20 ft	10 ft	10 ft
Pervious Area (Min)	Secondary (corner only)	10 ft, 15 ft on east west lots	10 ft, 15 ft on east west lots	10 ft, 15 ft on east west lots	10 ft
	Maximum frontage	100 feet with 25 foot recesses or 50 feet without recesses	100 feet with 25 foot recesses or 50 feet without recesses	100 feet with 25 foot recesses or 50 feet without recesses	90 feet subject to 3 conditions; and equivalency
Pervious Area (Min)	Maximum frontage	50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback	20%
	Pervious Area (Min)	50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback	20%

		RM-1 (Old Code)		H40 (2020 Code)	
Determination		Multi Family	Hotel & Motel	Width is ≤ 50 ft	Width is > 50 ft
Height (Max)	Principal Bldg	40 ft	40 ft	40 ft	40 ft
	Accessory	Not Specified	Not Specified	12 ft	12 ft
	Stories	3	3	1 and 2 family = 2 MF and Hotel = 3	1 and 2 family = 2 MF and Hotel = 3
Lot	Lot Width (Min)	75 ft	100 ft	50 ft	50 ft
	Lot area / dwelling (Min)	750 Sq ft	400 Sq ft	Not Specified	Not Specified
	Lot Coverage (Max)	Not Specified	Not Specified	Not Specified	Not Specified
	Minimum FI Area (Min)	Based on use	Based on Use	Not Specified	Not Specified
Setbacks (Min)	Primary*	20ft	20 ft	20 ft; 25 ft for portions above 30 feet; except historic bldgs.	20 ft; 25 ft for portions above 30 feet; except historic bldgs.
	Interior side	7 ft	7 ft	6 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater	7 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater
	Interior side for lots over 50 ft in width	10% of frontage	10% of frontage	6 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater	7 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater
Maximum frontage	Rear	10ft	20 ft	10 ft	10 ft
	Secondary (corner only)	10ft	10 ft	10 ft	10 ft
Pervious Area (Min)	150ft with 25 foot recesses or 75 feet without recesses	150ft with 25 foot recesses or 75 feet without recesses	150ft with 25 foot recesses or 75 feet without recesses	150 ft for hotels, 150 ft, or up to 250 ft with equivalent gaps of 17 ft in width for multi-family	150 ft for hotels, 150 ft, or up to 250 ft with equivalent gaps of 17 ft in width for multi-family
	50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback	50% of the front setback plus 20% of overall site	50% of the front setback plus 20% of overall site

*2006 code identified the "primary" front setback on a corner lot as the shorter of the two streets. This was modified in the current code to add that if the parcel is on Collins or Harding, that frontage becomes the primary front setback, regardless if the Collins or Harding portion of the lot is shorter. This to provide greater setbacks on Collins and Harding.

		RT-1 (2006 Code)		H120 (2020 Code)	
<u>Determination</u>		<u>Multi-Family</u>	<u>Hotel and Motel</u>	<u>Zoning District</u>	
Height (Max)	Principal Building	120 ft	120 ft	120 ft	
	Accessory	Not Specified	Not Specified	12 ft	
Lot	Stories	12	12	12	
	Lot Width (Min)	100 ft	150 ft	50 ft	
	Lot area / dwelling (Min)	400 Sq ft	Not Specified	Not Specified	
	Lot Coverage (Max)	Not Specified	Not Specified	Not Specified	
	Minimum FI Area (Min)	Based on use	Based on use	Based on use	
Setbacks (Min)	Primary	40 ft	40 ft	40 ft	
	Interior side	10 ft, additional side setbacks when the building exceeds 30 feet in height.	10 ft, additional side setbacks when the building exceeds 30 feet in height.	10% of the frontage, no less than 10 feet, additional side setbacks when the building exceeds 30 feet in height.	
	Rear	30 ft	30 ft	30 ft	
	Secondary (corner only)	20 ft	20 ft	10% of the lot frontage, no less than 20 feet	
Maximum frontage	150 ft	150 ft	150 ft		
Pervious Area (Min)	50% of the front setback	50% of the front setback	20%		