



**Town of Surfside  
Regular Town Commission Meeting  
AGENDA  
August 11, 2020  
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> 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**
- 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 – 30)**
    - July 21, 2020 Budget Workshop Meeting Minutes
    - July 21, 2020 Special Town Commission Meeting Minutes
    - July 28, 2020 Special Town Commission Meeting Minutes
  - \*B. Town Manager’s Report – Jason Greene, Interim Town Manager**  
(Pages 31 – 40)

**\*C. Town Attorney's Report** – Weiss Serota, Town Attorney (Pages 41 – 47)

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

**A. Employee Health Benefits Contract Renewal for FY 2021** - Jason Greene, Interim Town Manager (Pages 48 – 125)

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING EMPLOYEE HEALTH BENEFITS CONTRACT RENEWALS FOR FISCAL YEAR 2020/21, INCLUDING UNITEDHEALTHCARE FOR EMPLOYEE HEALTH INSURANCE, GUARDIAN FOR DENTAL AND VISION COVERAGE, MUTUAL OF OMAHA FOR LIFE AND DISABILITY INSURANCE, AND ASURE SOFTWARE FOR FLEXIBLE SPENDING ACCOUNT, BENEFIT SERVICES HEALTH REIMBURSEMENT ARRANGEMENT, AND COBRA ADMINISTRATION; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH UNITED HEALTHCARE AND OTHER PROVIDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**B. Resolution – New Town Phone Service Provider-** Jason Greene, Interim Town Manager (Pages 126 – 164)

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH VONAGE BUSINESS INC FOR TELEPHONE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- C. Waste Connections Recycling Contract – Jason Greene, Interim Town Manager (Pages 165 – 188)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT FOR THE COLLECTION, HAULING AND PROCESSING OF COMMERCIAL AND MULTI-FAMILY SINGLE STREAM RECYCLING WITH WASTE CONNECTIONS OF FLORIDA, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- D. Design Services for the Reconstruction of 96th Street Park- Jason Greene, Interim Town Manager (Pages 189 – 192)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, SAVINO & MILLER DESIGN STUDIO, PURSUANT TO RFQ NO. 2020-02 SEEKING DESIGN SERVICES FOR RECONSTRUCTION OF 96<sup>TH</sup> STREET PARK; AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; 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 – Jason Greene, Interim Town Manager**  
**B. Topper Selection for 4 x 4 Posts on Hardpack and Walking Path - Jason Greene, Interim Town Manager (Pages 193 – 195)**  
**C. Building Department Document Scanning- Jason Greene, Interim Town Manager (Page 196)**  
**D. Pinzur Communication – Jason Greene, Interim Town Manager**  
**E. Preservation of Eden Project located at 9300 Collins Avenue - Mayor Charles W. Burkett**

- F. Speeding on Collins and Harding** - Mayor Charles W. Burkett
- G. Amending Town Code Section 2-205 Conduct of Meetings; Agenda** – Mayor Charles W. Burkett (Pages 197 – 212)
- H. Homeless Contribution by the Town of Surfside of \$100,000** - Mayor Charles W. Burkett
- I. Free (hassle-free) downtown parking for residents** - Mayor Charles W. Burkett
- J. Records Retention Policy** – Mayor Charles W. Burkett
- K. Regulation of Short-Term Rentals** – Mayor Charles W. Burkett (Page 213)
- L. S.M.A.R.T Goals, Quality Control & Quality Assurance** – Commissioner Charles Kesl
- R. Design Review Board Discussion – Staff Report** – Jason Greene, Interim Town Manager (Pages 214 – 232)
- S. Weiss Serota Contract Follow up – Staff Report** – Jason Greene, Interim Town Manager (Pages 233 – 239)
- T. Town Pension Benefits for Non-Public Safety Employees** – Mayor Charles W. Burkett (Pages 240 – 312)
- U. Additional lighting in the residential area – Staff Report** – Jason Greene, Interim Town Manager (Pages 313 – 341)
- V. Construction Guidelines for Hurricane Season** – Commissioner Nelly Velasquez
- W. Lowering of Property Taxes and Water Bills – Staff Report** – Jason Greene, Interim Town Manager (Page 342)
- X. CGA Contract Follow Up – Staff Report** – Jason Greene, Interim Town Manager (Pages 343 – 346)
- Y. Discussion Regarding Appointments to Committees and Boards** – Sandra N. McCready, Town Clerk
- Z. Dog Park** – Mayor Charles W. Burkett (Pages 347 – 348)
- AA. FPL Solar Together** - Vice Mayor Tina Paul (Pages 349 – 352)
- BB. Climate Environmental Collective Revised** - Vice Mayor Tina Paul (Pages 353 – 354)
- CC. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission** – Mayor Charles W. Burkett (Pages 355 – 365)
- DD. How our Zoning Protections Against Over-Development Were Guttled** - Mayor Charles W. Burkett
- EE. Amending Town Code Section 2-233 to Include Non-for-Profit** – Mayor Charles W. Burkett
- FF. Amending Town Code Section 2-237 Business Relationships** – Commissioner Eliana Salzhauer
- GG. Speeding & Stop Sign Running** - Commissioner Eliana Salzhauer
- HH. Surfside Point Lake Subaqueous WM Crossing - Bid Documents** – Jason Greene, Interim Town Manager (Pages 366 – 420)

- II. Beachwalk Trimming- Staff Report** – Jason Greene, Interim Town Manager  
(Pages 421 – 426)
- JJ. Pool Deck Lighting for Extended Winter Hours- Staff Report** – Jason Greene, Interim Town Manager (Page 427)
- KK. Community Center Second Floor – Staff Report** - Jason Greene, Interim Town Manager (Page 428)
- LL. Repeal of Ordinance No. 17-1662 Beach Furniture** – Mayor Charles W. Burkett
- MM. Designated (Painted) Walking Areas in the Residential District- Staff Report** – Jason Greene, Interim Town Manager (Pages 429 – 431)
- NN. Procurement Expertise** – Commissioner Eliana Salzhauer
- OO. Take Home Vehicles** - Commissioner Eliana Salzhauer
- PP. Recent and Significant Increase in Boat, Paddleboard and Kayak Use on Point Lake** – Mayor Charles W. Burkett
- QQ. Comparison of 2006 Code to 2020 Code – Staff Report** – Jason Greene, Interim Town Manager (Pages 432 – 436)
- RR. Stormwater Masterplan - Staff Report** – Jason Greene, Interim Town Manager (Pages 437 – 438)
- SS. Securing Power Infrastructure: Timely Action Plan for Hurricane Season through accountability now by FPL, ATT and Atlantic Broadband – Staff Report** – Jason Greene, Interim Town Manager
- TT. Amendment to the Tourist Board Ordinance** – Commissioner Nelly Velasquez
- UU. Demolition by Neglect** - Mayor Charles W. Burkett (Pages 439 – 440)
- VV. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines** – Commissioner Eliana Salzhauer
- WW. Draft Ordinance Amending Definitions of Lot Coverage** - Commissioner Eliana Salzhauer (Pages 441 – 444)
- XX. Zoning Rewrite “Acre” vs. “Gross Acre”** - Commissioner Eliana Salzhauer
- YY. Legally Defective Charter Amendment Vote in 2012** – Mayor Charles W. Burkett
- ZZ. Purchase of the property located at 9540 Bay Drive (Pink House)** – Commissioner Nelly Velasquez
- AAA. Permanent Digital Sign** – Commissioner Nelly Velasquez
- BBB. Traffic Control Devices on 88<sup>th</sup> Street and Hawthorne Avenue** – Commissioner Eliana Salzhauer
- CCC. Cone of Silence/Secrecy** – Mayor Charles Burkett

***Thirty (30) Day Staff Report – Items from June 23, 2020 Special Town Commission Meetings***

**A. Miami Christmas Lights – Jason Greene, Interim Town Manager**

***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”**
- G. Mandatory Face Mask in the Town of Surfside**
- H. Bandanas for Town Residents**
- I. Commission Meeting Starting Time at 6:00pm**
- J. Discussion Regarding Assistant Town Manager position and Action**
- K. Photovoltaic RFP**
- L. Facilities Review**
- M. Kayak Launch**
- N. Jacober Contract**
- O. Zambelli Fireworks Manufacturing**
- P. Small Business Survival Grant**
- Q. Review of Amendment No. 2 to Update No. 5 Town of Surfside Emergency Measures**
- R. Downtown Surfside Sidewalk Beautification - Plans and Studies - *[Downtown Vision Advisory Committee to discuss]***
- S. Sidewalk on N 95<sup>th</sup> St between Abbott and Byron**
- T. Beach Raking**
- U. Community Digital Signs**
- V. Government Academy**
- W. Various Tourism Related Events, Initiatives, and Destination Marketing**
- X. Classification and Compensation Study**
- Y. Flooding/Drainage Improvements**
- Z. Abbott Avenue Drainage**
- AA. Police Body-Worn Camera System**
- BB. Care ACT Fund**

- CC. FY 2020 Budget Amendment**
- DD. Purchase of Additional Sewer Pump**
- EE. Planning and Zoning Board Membership Requirements Ordinance**
- FF. Tourist Board Membership Requirement Ordinances**
- GG. Resolution Renaming the Town’s Higher Education Scholarships to be called the “Arya Gray Memorial Higher Education Scholarship”**
- HH. Interlocal Shuttle System Report Update**
- II. Reconsideration of the Installation of Berms on 92<sup>nd</sup>**
- JJ. Staffing Hiring Freeze**
- KK. Undergrounding power lines – Staff Report**
- LL. Streamline Town Staffing**
- MM. Brightview Agreement (FKA Luke’s Landscape) Report and Follow up–Staff Report**
- NN. Replacement Bins for Trash and Recycling Receptacles Throughout Town**
- OO. Discussion and Action on Ballot Language for Undergrounding of Utilities**
- PP. Potential Ballot Question - P3/Lease or Sale of Town Property**
- QQ. 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**
- RR. Star Cleaning Service (Street Sweeping)**
- SS. New Zoning Code-Procedural and Notice Requirements**
- TT. 92<sup>nd</sup> St Beach-end Improvements**
- UU. Develop Capital Improvement Plan (CIP)**
- VV. 10 Year Water supply Plan**
- WW. Various Parks & Recreation Related Events and Initiatives**

## **10. Adjournment**

Respectfully submitted,

Jason Greene  
Interim Town Manager

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THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO

PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

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

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

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

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





**Town of Surfside  
Budget Workshop  
MINUTES  
July 21, 2020  
7 p.m.**

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

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 7:03 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, Eliana Salzhauer and Commissioner Charles Kesl. Commissioner Nelly Velasquez arrived at 7:12 pm.

Also present were Interim Town Manager Jason Greene and Town Attorney Lillian Arango.

**C. Pledge of Allegiance**

**D. Presentation of FY 2021 Budget and Proposed Operating Millage Rate –  
Jason D. Greene, Interim Town Manager**

Interim Town Manager Greene gave the budget presentation and provided an overview of setting the millage rate. He stated that the goal tonight is to approve the millage rate that will be approved and on the August TRIM Notice. He also addressed the debt that will be involved with the ballot question of undergrounding of powerlines.

Mayor Burkett asked Interim Town Manager Greene to advise the Commission what he is looking for the Commission to accomplish tonight.

Interim Town Manager Greene stated that the Commission needs to advise what the maximum millage rate the Commission would like to set in the interest of developing the program modification.

Commissioner Kesl stated that he likes the idea of the water rebate but does not want to discourage water conservation and has a problem giving a rebate to those who do not conserve water. He also would like to know if there were any studies made by nearby neighbors of their water bills.

Interim Town Manager Greene stated that he did look at neighboring towns' rate structure and he can send it out to the Commission. He stated the Town's rate is lower than North Bay Village and is the same as Bay Harbor, and Bal Harbor had the lowest rates.

Commissioner Kesl would like to reduce the millage rate and meet the 10% goal. He commented on the tourist fund and staffing reductions.

Commissioner Velasquez asked if the money being saved from the general fund is being placed in the tourist fund. She also asked where were the savings made coming from.

Interim Town Manager Greene stated no, that the only money moved from the general fund to the tourist fund are expenses related to the Tennis Center's maintenance and upkeep. He stated that some of the savings are from staff reductions that were done back in June and others are from different areas in detail.

Commissioner Velasquez asked when was the procurement person approved by the Commission as part of the staff.

Interim Town Manager Greene stated that those were modifications discussed in June by the Commission and is part of the proposed budget.

Commissioner Velasquez stated that due to COVID affecting tourism, tourist fund dollars have gone down and would affect the monies being moved over from the reserve.

Interim Town Manager Greene answered Commissioner Velasquez' question regarding the tourist fund and the different plans in utilizing the general fund.

Commissioner Velasquez asked how the residents would be receiving the water rebate. She does not believe that the rebate refund should come from the reserves.

Interim Town Manager Greene stated it would be applied to their December water bill using ad valorem taxes.

Commissioner Velasquez stated the millage rate should stay at 4.4.

Commissioner Salzhauer does not believe the millage rate should be touched due to the time of uncertainty and it should stay where it is. She also believes that the water rebate should not be given and that that money could be used for undergrounding.

Commissioner Salzhauer was in agreement with what Interim Town Manager Greene did with the tourist fund. She spoke about department heads take home vehicles and possibly removing that which would bring savings and have that be restrictive.

Commissioner Salzhauer believes that it is important to have a procurement position that will save the Town money and assist the Finance Department.

Vice Mayor Paul thanked Interim Town Manager Greene for his creative approach and took all of their concerns into consideration.

Vice Mayor Paul addressed Commissioner Kesl, Commissioner Velasquez and Commissioner Salzhauer regarding the water rebate and she was not aware that it was coming from the reserves. She stated they could promote water conservation like the rain barrel program instead of giving the financial rebate.

Vice Mayor Paul agrees to keep the millage rate the same.

Mayor Burkett thanked Interim Town Manager Greene for the presentation. He stated that part of his campaign was to keep the residents first and he is disappointed that the Commission is not supporting the water rebate. He spoke regarding the water bill being out of control. He spoke regarding the interest of bonds and sewer projects.

Mayor Burkett stated that he worked very hard with the administration to bring relief to the residents.

Mayor Burkett spoke regarding the procurement position and what would be efficient to the Town. He stated it is difficult to find one person who is able to find the best deal for each department. He agrees to try this out and possibly put an ad in the paper to find someone to work at home or come into the office as a part time individual and pay them as an independent contractor on an hourly rate as needed.

Mayor Burkett agrees to reduce the milage rate and stated that Bal Harbour's millage rate is 1.9, Bay Harbor's is 3.6, Aventura's is 1.7 and the Town's is 4.4. He stated that they are significantly higher and would vote to lower taxes. He stated that Interim Town Manager Greene could possibly look at reducing the budget.

Mayor Burkett agrees with water conservation and would still like to give the residents relief and will not support anything that would not give them relief.

Commissioner Salzhauer stated that she does not agree to the rebate and the water bill is higher because of the projects that have been done in the Town dealing with water and sewer projects. She recommends not to do the rebate.

Commissioner Velasquez agrees with the idea of a part-time procurement person. She asked regarding the balloon payments due in 2026. She does not agree with the water rebate. She spoke regarding better parks for our children and purchasing other lands that will expand the parks they currently have.

Interim Town Manager Greene stated that 2026 is the last year of the revenue fund.

Commissioner Kesi spoke regarding reserves and water conservation and rebate could go hand in hand. He would like to go over the taxable base for the last 10 years and believes they could have more options than they currently have.

Commissioner Velasquez stated that there are many residents who want certain projects and need the reserve money to use for those projects.

Commissioner Salzhauer agrees with Commissioner Velasquez' comments and how can they give Interim Town Manager Greene direction without a motion.

Town Attorney Arango stated that they can provide direction by consensus without doing a motion.

Commissioner Salzhauer stated that she agrees with having the money go into the Town reserves that would assist with projects like the undergrounding of powerlines and prefers full time staffers instead of part timers.

Vice Mayor Paul agrees to keep the millage rate as it currently is set at. If you stay with the same rate you still have the option to lower it in September. She supports the procurement position and believes it should be a full-time person due to all the RFPs and RFQs they have. She stated that the individual could be shifted to do other duties.

The following individuals from the public spoke regarding the budget:

Jeff Rose  
Diana Gonzalez  
Clara Diaz Leal  
Robert "Bobby" Cummings  
Deborah Cimadevilla

Commissioner Salzhauer stated that she would like to get the Budget Advisory Committee's input and suggested setting up a joint meeting with that Committee before September and if there is a way to include them in this process.

Commissioner Kesl addressed the comments made by speaker Robert "Bobby" Cummings. He agreed with the joint meeting with the Budget Advisory Committee.

Commissioner Velasquez addressed the comments made by Commissioner Kesl and him not supporting the undergrounding of powerlines. She thanked public speaker Robert "Bobby" Cummings and would like to hear more from the Budget Advisory Committee. She asked if the Sunshine Law only applies to the Board she is the liaison on or with all Boards.

Town Attorney Arango answered Commissioner Velasquez' question and stated it only pertains to the Board she is a liaison on.

Interim Town Manager Greene stated that the Commission has agreed by consensus to leave the milage rate at 4.4 and he will submit it to the County.

Commissioner Salzhauer asked if the August 5, 2020 Budget Advisory Committee Meeting could be a joint meeting.

Mayor Burkett agrees to have a joint meeting for the August 5, 2020 Budget Advisory Committee Meeting.

Town Clerk McCready stated that she can make the August 5, 2020 Budget Advisory Committee Meeting a joint meeting.

The Commission agreed by consensus to have a Joint Town Commission Meeting and Budget Advisory Committee Meeting on August 5, 2020 at 4:00 p.m.

## 2. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 8:51 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. McCreedy, MMC  
Town Clerk



**Town of Surfside  
Special Town Commission Meeting  
MINUTES**

**July 21, 2020**

**Immediately after the Budget Workshop**

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

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 9:01 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 Charles Kesl and Commissioner Eliana Salzhauer. Commissioner Nelly Velasquez arrived at 9:19 pm.

Also present were Human Resources Director Yamileth Slate-McCloud and Town Attorney Lillian Arango. Interim Town Manager Jason Greene was there to introduce the item and recused himself because he applied for the position.

**C. Pledge of Allegiance**

**D. Town Manager and Town Planner Recruitment Process**

Human Resources Director Slate-McCloud provided the background and summarized the process for the Town Manager recruitment. She received 55 resumes for the position. She provided a presentation on the selection process for the Town Manager's position, the six principle steps to follow and the forms to be completed. She requested that the Commission to provide her with a short list and each Commissioner to provide their top 5 selections.

Commissioner Kesl thanked Yami for the presentation and the form she provided. He asked her if there is a set number to cut it down to for the first round.

Commissioner Salzhauer stated the importance of doing this and is grateful for the process. She would like to make sure not to limit themselves. She would not be able to pick five from the resume without having a conversation with them. She would like to start with picking 10, then have a phone

conversation with them and then make the second cut. She asked some questions regarding the forms and examples provided by Human Resources Director Slate-McCloud.

Human Resources Director Slate-McCloud explained the ranking system for each candidate and the scoring method.

Vice Mayor Paul asked if Human Resources Director Slate-McCloud could email them the questions to see if they are appropriate.

Human Resources Director Slate-McCloud explained the process further and stated that after the interviews, they will rank their top three and that Town Clerk McCready will read the ballots after tallied. She stated she is waiting on direction from the Commission on how many to be interviewed.

Mayor Burkett stated to have the spreadsheet adjusted and believes that bringing it down to five candidates would be the best way to go.

Commissioner Salzhauer reiterated her previous suggestion of speaking with the candidates and starting with a list of 10 candidates.

Mayor Burkett asked Town Attorney Arango if any elected official could pick up the phone to speak with each candidate. Town Attorney Arango stated she feels it could be problematic.

Vice Mayor Paul and Commissioner Velasquez agreed to choose five and bring those to the table to vote on.

Further discussion took place among the Commission regarding the number of candidates and which ones will be interviewed.

Vice Mayor Paul suggested each Commissioner submit their five choices to Yami and tally them up and they can see the whole list.

Commissioner Velasquez and Commissioner Kesl agreed with having five choices.

Mayor Burkett explained to Commissioner Salzhauer the process of scoring for the choices and the top five will be circulated to the Commission.

Human Resources Director Slate-McCloud requested a timeframe from the Commission when they would be submitting their choices. The consensus was to provide their top selections in two weeks.



Human Resources Director Slate-McCloud stated that once they have that list, they need to establish when the interview dates will be and provide dates the sooner the better.

Mayor Burkett asked Town Clerk McCready to circulate three dates to the Commission for interviews with the candidates.

Consensus was reached by the Commission to have interviews the second or third week of August.

Further discussion took place regarding the selection of a Commission Meeting date and the process.

Commissioner Kesl proposed for direction that in the case of a tie vote, to allow Human Resources Director Slate-McCloud, Town Clerk McCready and Town Attorney Arango make the determination of which candidate will move forward.

Mayor Burkett stated that they can present the top seven or 10 and work off the five.

Commission as consensus agreed to have a special commission meeting to address the Town Manager candidates on August 11, 2020 at 6 pm.

Commissioner Salzhauer asked regarding the Town Planner selection.

Vice Mayor Paul stated that the Town Planner position is for the Town Manager to choose not the Commission.

## 2. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 10:08 p.m. The motion received a second from Vice Mayor Paul. 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  
July 28, 2020  
7 p.m.**

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

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 7:06 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 Charles Kesl, Commissioner Eliana Salzhauer and Commissioner Nelly Velasquez.

Also present were Interim Town Manager Jason Greene, Town Attorney Lillian Arango, Assistant Town Attorney Edward Matos and Assistant Town Attorney Tony Recio.

**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**

**A. Surf Club Site Plan – 9133-9149 Collins Avenue Jason Greene, Interim  
Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF  
SURFSIDE, FLORIDA, [APPROVING/ DENYING] A REQUEST TO EXTEND  
SITE PLAN AND CONDITIONAL USE APPROVAL GRANTED BY  
RESOLUTION NO. 18-2489 FOR THE PROPERTY LOCATED AT 9133-9149**

**COLLINS AVENUE, SURFSIDE, FLORIDA (THE “PROPERTY”);  
CLARIFYING EFFECTIVENESS OF ORIGINAL TERMS AND CONDITIONS;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

Mayor Burkett read the quasi-judicial statement into the record.

Assistant Town Attorney Recio confirmed advertising compliance with Town Clerk McCready.

Town Clerk McCready confirmed compliance with advertising.

Assistant Town Attorney Recio polled the members of the Town Commission.

Mayor Burkett stated that he spoke with the owner of the Four Seasons, Nadeen, but did not talk about the project.

Vice Mayor Paul stated that she received emails from two individuals opposing the project, the Historic Preservation individual working on the project, and had a conversation with individuals from the Surf Club.

Commissioner Salzhauer stated that she received a voice mail from Bill Thompson and information from the Town Clerk.

Commissioner Velasquez stated that she spoke with Bill Thompson regarding the project.

Commissioner Kesl spoke with Bill Thompson and Jennifer Zawid regarding the project.

Town Clerk McCready swore in those individuals who were going to speak on the item.

Town Planner James Hickey gave a summary of the project.

Town Attorney Arango read a statement into the record that as an abundance of caution they have disabled the chat portion of this meeting and if anyone would like to speak, they can raise their hand.

Vice Mayor Paul stated she toured the site and what she noted was the difference on the historic portion for the property being met.

Commissioner Velasquez stated that she has some things she would like from the developer; like decoration, some proper vegetation for the hardpack.

Mayor Burkett stated that it is not appropriate at this time to make those requests.

Commissioner Kesl asked as part of the package was there another \$250,000 towards mitigation and was that something determined once the project was approved. He asked if as a good faith for the extension of the period, were there any particular ideas for the mitigation.

Mayor Burkett stated that it is outside the scope of this motion.

John Shubin stated that mitigation was part of the original approval request and they will make payment once approved.

Commissioner Salzhauer asked Town Planner Hickey regarding the impact on water sewage.

Mayor Burkett stated that this hearing is only to determine if there is good cause for the extension or deny the extension and explained the reasons why they need an extension.

Commissioner Salzhauer asked due to COVID-19 how long would this extension be.

Assistant Town Attorney Recio stated that the most they could ask for currently is six months and due to COVID they could seek additional time for this project and it is extended for the duration of the COVID order.

Commissioner Velasquez asked how this would be an emergency when there are areas where construction is still allowed.

Further discussion took place among the Commission and Assistant Town Attorney Recio regarding the application and other projects that have asked for extensions.

The following individuals from the public spoke on the item:

Horace Henderson spoke against the project

George Kousoulas

Arlene Raijman asked if there would be beach access.

Carolyn Baumel

Bella Krieger spoke in support for the project

Mayor Burkett responded to comments made by the public.

John Shubin addressed the comment made by speaker Arlene Raijman.

William Thompson stated that currently there is no beach access from the street.

Vice Mayor Paul stated that they received an affidavit from Bill Thompson stating where they are at and why they missed the deadline.

Commissioner Salzhauer stated that their extension has nothing to do with COVID.

John Shubin stated they did not file the extension in a timely manner due to the executive orders.

A motion was made by Vice Mayor Paul to approve the extension, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

A motion was made by Commissioner Velasquez to approve the extension for a period of six months, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

Mayor Burkett addressed some comments that were made regarding the extension of this project.

Further discussion took place among the Commission and staff regarding the project and its impact including the water and sewage component.

Assistant Town Attorney Recio clarified to the Commission their concerns regarding the permitting for this project including the demolition concerns.

Vice Mayor Paul spoke regarding condition 49 related to the water and sewer portion of the project and the proffer monies as well as what they would be used for.

Bill Thompson stated that they are scheduled to do demolition October 1.

A motion was made by Commissioner Velasquez giving the Building Official discretion to allow demolition with an adequate safety plan that he approves, seconded by Vice Mayor Paul. The motion carried with a 4-1 vote with Commissioner Salzhauer voting in opposition.

- 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. McCready, MMC, Town Clerk

- June 3, 2020 Zoning Code Workshop Meeting Minutes
- June 9, 2020 Regular Town Commission Meeting Minutes
- June 18, 2020 Budget Workshop Minutes
- June 23, 2020 Special Town Commission Meeting Minutes
- July 1, 2020 Special Town Commission Meeting Minutes
- July 1, 2020 Zoning Code Workshop Minutes
- July 6, 2020 Joint Town Commission and Pension Board Meeting Minutes
- July 9, 2020 Emergency Meeting to Determine Items for Placement on the November Ballot Minutes
- July 14, 2020 Regular Town Commission Meeting Minutes

A motion was made by Commissioner Kesl to approve the above minutes as amended, seconded by Vice Mayor Paul. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

**\*B. Town Manager's Report** – Jason Greene, Interim Town Manager

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

**D. Committee Reports** – Jason Greene, Interim Town Manager – ***None at this time***

**E. Resolution authorizing Mutual Aid Agreement between Bal Harbour Village and Town of Surfside** – Jason Greene, Interim Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE BAL HARBOUR VILLAGE, FLORIDA; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

A motion was made by Vice Mayor Paul to approve the Resolution, seconded by Commissioner Kesl. The motion carried with a 5-0 vote.

**F. Resolution authorizing the Mutual Aid Agreement between the Town of Surfside and the School Board of Miami Dade County through the School Board Police** - Jason Greene, Interim Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE,**

**FLORIDA, APPROVING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

A motion was made by Commissioner Kesl to approve the Resolution, seconded by Vice Mayor Paul. The motion carried with 5-0 vote.

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

**A. Amendment No. 3 Mental Health Agreement Form 2020-21 School Year - Jason Greene, Interim Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AMENDMENT NO. 3 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY HARBOR ISLANDS, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2020/2021 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

Mayor Burkett asked Interim Town Manager Greene how much the City of Miami Beach contributes.

Leslie Rosenfeld, City of Miami Beach, answered the Commission's question and stated that Ruth K Broad is funded by Surfside, Bal Harbour and Bay Harbor and those funds go directly to fund Ruth K. Broad.

Commissioner Kesl asked when the first agreement was signed.

Leslie Rosenfeld, City of Miami Beach, stated it was first signed in 2014 and explained the funding of the nurse onsite.

A motion was made by Commissioner Velasquez to approve the Resolution, seconded by Commissioner Kesl. The motion carried with a 5-0 vote.

**B. External Auditor Extension Resolution - Jason Greene, Interim Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN ENGAGEMENT LETTER WITH MARCUM LLP FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

Interim Town Manager Greene introduced the item and stated the auditors are keeping their flat rate.

A motion was made by Vice Mayor Paul to approve the Resolution, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

**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 spoke on the item:

Jeff Rose spoke regarding the zoning code.

George Kousoulas spoke regarding the elevation of the buildings, height of the buildings, storm water and impact fees.

Debbie Cimadevilla spoke regarding complying with the ordinance regarding construction debris on the beach.

Mayor Burkett closed Good and Welfare.



**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**

Commissioner Kesl gave an update on the COVID-19 Task Force and what has transpired with the rise in cases. He spoke regarding civil enforcement of mask wearing and banning short term rentals.

Commissioner Salzhauer agrees with Commissioner Kesl and the severity of this virus and everyone needs to take this seriously.

Commissioner Velasquez stated that there does not need to be more restrictions, that everyone should protect themselves and wear the masks.

Mayor Burkett commented that everyone needs to take steps in protecting themselves and the amount of testing and gave statistics.

Commissioner Salzhauer spoke regarding the seriousness of wearing masks and the impact of not wearing one.

Vice Mayor Paul stated that we all have to protect each other and wear masks and thanked the Communications Team as well as the Police Department for their outreach.

Interim Town Manager Greene stated that the short-term rental order is not Countywide, that it was Bal Harbour and Miami Beach who have shut down short-term rentals.

Town Attorney Arango stated that Pinecrest limited short term rentals to 30 days as well as Bal Harbour and Miami Beach.

Further discussion took place among the Town Commission regarding short-term rentals and hotels.

Town Attorney Arango wanted clarification on what would take place with existing occupants and suggested giving them a period of time to vacate, and spoke regarding upcoming reservations.

Commissioner Kesl clarified that any existing reservations who are presently here have 30 days to vacate and no new reservations are to be accepted and any upcoming reservations are to be cancelled.

A motion was made by Commissioner Kesl to ban short-term rentals in the Town of Surfside through the end of August, 2020, seconded by Vice Mayor Paul. The motion carried with a 3-2 vote with Commissioner Velasquez and Mayor Burkett voting in opposition.

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

Mayor Burkett provided an update on putting together the new ordinance and baseline of the 2006 code with Commissioner Salzhauer's recommendation along with George Kousoulas and they should have a draft to send to the Commission to bring back at a future meeting.

Mayor Burkett stated that it will not be able to be done before the Zoning in Progress expires and he would like an additional three weeks. He provided a presentation to the Commission.

Commissioner Kesl asked Town Attorney Arango what challenges does it pose to the Town since the development is in existence.

Town Attorney Arango answered Commissioner Kesl's question.

Vice Mayor Paul asked if Mayor Burkett could send them the presentation.

Commissioner Salzhauer suggested an extension of a month to the Zoning in Progress.

Assistant Town Attorney Recio requested not to put a time limit.

The following individuals from the public spoke on the item:

George Kousoulas

Jeff Rose

Sharon Hakmon

A motion was made by Commissioner Salzhauer to extend the Zoning in Progress for 90 days from the date of the new notice as amended, to include height, massing, use, setbacks, encroaching, density, intensity, ECL vs bulkhead, lot coverage, seconded by Commissioner Kesl. The motion carried with a 5-0 vote.

**C. 92<sup>nd</sup> St Beach-end Improvements - Mayor Charles W. Burkett**

Mayor Burkett introduced the item and asked Interim Town Manager Greene regarding an update on this item and the RFP status.

Interim Town Manager Greene gave an update of the project and completion of the project would be a savings of \$150,000.

Commissioner Velasquez commented on mirroring 95<sup>th</sup> Street.

Further discussion took place among the Commission regarding the project and the different designs.

Mayor Burkett requested Commissioner Salzhauer to bring back at the next meeting some proposals on designs.

Public Works Director Stokes addressed the questions and comments made by the Town Commission regarding the project.

Interim Town Manager Greene stated that the street markers are out of the way and they can vote on the design. The design proposed is along the 94<sup>th</sup> street picture and is similar to what is being proposed. He stated that the palms would be moved to make them more of a straight line with the proposed design.

The following individuals from the public spoke on the item:  
George Kousoulas

A motion was made by Commissioner Salzhauer to approve the design, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

**D. Rope Fencing & Posts-Beachwalk/Hardpack - Mayor Charles W. Burkett**

Interim Town Manager Greene introduced the item.

Mayor Burkett spoke regarding the deterioration of the poles.

Commissioner Salzhauer spoke regarding the poles and if there is better material that could be used that would last longer.

Further discussion took place regarding the cost of replacing the rope and what other materials could be used.

The following member of the public spoke on the item:  
George Kousoulas

A motion was made by Commissioner Kesl to finish the project, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

**E. Develop Capital Improvement Plan (CIP) - Mayor Charles W. Burkett**

Mayor Burkett introduced the item.

Interim Town Manager Greene gave an update on the item and stated that this is a moot point at this time and would like to address this item when they have an engineer on staff.

**F. 10 Year Water Supply Plan - Mayor Charles W. Burkett**

Interim Town Manager Greene introduced the item and stated they are seeking approval to complete this project.

Town Planner Hickey gave an overview of the project.

Vice Mayor Paul asked where are they with the study.

Town Planner Hickey answered Vice Mayor Paul's question.

Interim Town Manager Greene addressed the cost and payments that have been made and the cost to complete the project is \$15,000.

Town Attorney Arango advised that this item will need two readings for approval.

A motion was made by Vice Mayor Paul to continue with the study, seconded by Commissioner Kesl. The motion carried with a 5-0 vote.

**G. Various Parks & Recreation Related Events and Initiatives – Mayor Charles W. Burkett**

Interim Town Manager Greene stated that this has been addressed and is a moot point.

Mayor Burkett gave direction to remove this item from the agenda.

**H. Building Department File Digitization – Mayor Charles W. Burkett**

Interim Town Manager Greene introduced the item.

Vice Mayor Paul asked if there is a report to see how far along they are and can it be done inhouse. She also asked if the project is almost completed.

Interim Town Manager Greene explained the process and what can be done inhouse, how much is budgeted and what is pending.

Building Official Prieto gave an explanation of the project and the form of properly putting these files together. He also explained what is able to be done inhouse.

Further discussion took place among the Commission regarding the process and workflow in the Building Department.

Commissioner Kesl recommended to document the process in writing and have staff be assigned to complete that task.

Commissioner Salzhauer commented on the process and what staff member is able to perform the duties and with the proper software. She suggested to have Interim Town Manager Greene come back with a better plan.

Mayor Burkett asked Interim Town Manager Greene to revamp and come back with something more comprehensive.

Interim Town Manager Greene addressed the comments made by the Town Commission and what processes to put in place moving forward.

Vice Mayor Paul asked regarding the cost for this project.

Interim Town Manager Greene addressed Vice Mayor Paul's question.

The following individual from the public spoke on the item:  
George Kousoulas.

Further discussion took place on the item and incorporating a short-term plan, the cost of the project as well as the retention of the files and the compatibility of the modules.

A motion was made by Commissioner Velasquez to move forward digitalizing

the Building Department, seconded by Vice Mayor Paul.

The motion was withdrawn by Commissioner Velasquez.

**I. Pinzur Communication – Mayor Charles W. Burkett**

Commissioner Salzhauer introduced the item and feels that they are overpaying in that area of communication and prefers to have inhouse staff to do the work instead of having it outsourced. She stated that she would like for the Town Commission to reassess those needs.

Commissioner Velasquez asked how much does the Town pay for these services.

Interim Town Manager Greene stated the Town pays Pinzur \$96,000 a year.

Commissioner Velasquez stated that she is very happy with Rachel Pinzur's services.

Commissioner Kesl also agrees to keep Rachel Pinzur onboard but would prefer to bring it inhouse.

Vice Mayor Paul spoke regarding Rachel Pinzur's past experience and how she has addressed the COVID issue.

Interim Town Manager Greene spoke about the contract and stated that it is up for renewal in September.

Mayor Burkett stated that Rachel Pinzur has been extremely accommodating and has always been helpful and with a good attitude. He asked Rachel Pinzur if she would be open to discuss the cost and quantify her work level.

Rachel Pinzur stated that she would be open to it but with a reduced scale of work and hours by looking at the scope of services and hours. She gave a synopsis of her experience and what she has brought to the Town of Surfside.

Commissioner Salzhauer spoke regarding making changes and what the team should be addressing changes necessary to be made by using our communications team along all the departments.

Rachel Pinzur addressed the comments made by Commissioner Salzhauer.

Further discussion took place on the item among the Town Commission.

A motion was made by Vice Mayor Paul to extend the meeting by 5 minutes,

seconded by Commissioner Kesl. The motion carried by consensus.

Vice Mayor Paul commented on having someone that knows the town well and is able to promote the Town.

A motion was made by Commissioner Kesl to go into contractual renegotiation with the Rachel Pinzur and narrow the scope of services and have Interim Town Manager Greene split the funding between the general fund and the tourist fund and bring back at the next meeting, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

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

Item deferred.

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

Item deferred.

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

Item deferred.

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

Item deferred.

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

Item deferred.

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

Item deferred.

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

Item deferred.

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

Item deferred.

**R. Design Review Board Discussion – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**S. Weiss Serota Contract Follow up – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

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

Item deferred.

**U. Additional lighting in the residential area – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

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

Item deferred.

**W. Lowering of Property Taxes and Water Bills – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**X. CGA Contract Follow Up – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.



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

Item deferred.

**Z. Downtown Lighting RFP (Commission deferred to Downtown Vision  
Advisory Committee (DVAC)) –** Mayor Charles W. Burkett

Item deferred.

**AA. Dog Park –** Mayor Charles W. Burkett

Item deferred.

**BB. FPL Solar Together -** Vice Mayor Tina Paul

Item deferred.

**CC. Climate Environmental Collective Revised -** Vice Mayor Tina Paul

Item deferred.

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

Item deferred.

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

Item deferred.

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

Item deferred.

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

Item deferred.

**HH. Speeding & Stop Sign Running - Commissioner Eliana Salzhauer**

Item deferred.

**II. Surfside Point Lake Subaqueous WM Crossing - Bid Documents – Jason Greene, Interim Town Manager**

Item deferred.

**JJ. Beachwalk Trimming- Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**KK. Pool Deck Lighting for Extended Winter Hours- Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**LL. Community Center Second Floor – Staff Report - Jason Greene, Interim Town Manager**

Item deferred.

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

Item deferred.

**NN. Designated (Painted) Walking Areas in the Residential District- Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**OO. Procurement Expertise – Commissioner Eliana Salzhauer**

Item deferred.

**PP. Take Home Vehicles - Commissioner Eliana Salzhauer**

Item deferred.

**QQ. Recent and Significant Increase in Boat, Paddleboard and Kayak Use on Point Lake – Mayor Charles W. Burkett**

Item deferred.

**RR. Comparison of 2006 Code to 2020 Code – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**SS. Stormwater Masterplan - Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**TT. Securing Power Infrastructure: Timely Action Plan for Hurricane Season through accountability now by FPL, ATT and Atlantic Broadband – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**UU. Amendment to the Tourist Board Ordinance – Commissioner Nelly Velasquez**

Item deferred.

**VV. Demolition by Neglect - Mayor Charles W. Burkett**

Item deferred.

**WW. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines – Commissioner Eliana Salzhauer**

Item deferred.

**XX. Draft Ordinance Amending Definitions of Lot Coverage - Commissioner Eliana Salzhauer**

Item deferred.

- YY. Zoning Rewrite “Acre” vs. “Gross Acre” - Commissioner Eliana Salzhauer**

Item deferred.

- ZZ. Legally Defective Charter Amendment Vote in 2012 – Mayor Charles W. Burkett**

Item deferred.

- AAA. Purchase of the property located at 9540 Bay Drive (Pink House) – Commissioner Nelly Velasquez**

Item deferred.

***Thirty (30) Day Staff Report – Items from June 23, 2020 Special Town Commission Meetings***

- A. Miami Christmas Lights – Jason Greene, Interim Town Manager**

***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”**
- G. Mandatory Face Mask in the Town of Surfside**
- H. Bandanas for Town Residents**
- I. Commission Meeting Starting Time at 6:00pm**
- J. Discussion Regarding Assistant Town Manager position and Action**
- K. Photovoltaic RFP**
- L. Facilities Review**
- M. Kayak Launch**
- N. Jacober Contract**
- O. Zambelli Fireworks Manufacturing**

- P. Small Business Survival Grant**
- Q. Review of Amendment No. 2 to Update No. 5 Town of Surfside Emergency Measures**
- R. Downtown Surfside Sidewalk Beautification - Plans and Studies -**  
*[Downtown Vision Advisory Committee to discuss]*
- S. Sidewalk on N 95<sup>th</sup> St between Abbott and Byron**
- T. Beach Raking**
- U. Community Digital Signs**
- V. Government Academy**
- W. Various Tourism Related Events, Initiatives, and Destination Marketing**
- X. Classification and Compensation Study**
- Y. Flooding/Drainage Improvements**
- Z. Abbott Avenue Drainage**
- AA. Police Body-Worn Camera System**
- BB. Care ACT Fund**
- CC. FY 2020 Budget Amendment**
- DD. Purchase of Additional Sewer Pump**
- EE. Planning and Zoning Board Membership Requirements Ordinance**
- FF. Tourist Board Membership Requirement Ordinances**
- GG. Resolution Renaming the Town's Higher Education Scholarships to be called the "Arya Gray Memorial Higher Education Scholarship"**
- HH. Interlocal Shuttle System Report Update**
- II. Reconsideration of the Installation of Berms on 92<sup>nd</sup>**
- JJ. Staffing Hiring Freeze**
- KK. Undergrounding power lines – Staff Report**
- LL. Streamline Town Staffing**
- MM. Brightview Agreement (FKA Luke's Landscape) Report and Follow up–Staff Report**
- NN. Replacement Bins for Trash and Recycling Receptacles Throughout Town**
- OO. Discussion and Action on Ballot Language for Undergrounding of Utilities**
- PP. Potential Ballot Question - P3/Lease or Sale of Town Property**
- QQ. 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  
RR. Star Cleaning Service (Street Sweeping)**

**10. Adjournment**

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 11:14 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. McCreedy, MMC  
Town Clerk



## TOWN MANAGER'S REPORT

AUGUST 11, 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. TOWN DEPARTMENTS

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

**A.** Code Violation Cases: As of July 29, 2020, the total number of active, open cases being managed is 201; of these cases, 88 cases are still under investigation and are working towards compliance; 13 cases are on-hold; 20 cases are in the Special Master hearing queue; 3 cases are in the post-hearing status; 1 case has pending liens, 41 code cases have been issued liens and remain unpaid, and 35 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 July 29, 2020, 90 cases have paid/settled for a total collection of \$90,675.
- 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 June 30, 2020 – *Attachment “D”*

### ***Police Department***

#### ***A. Police Department Statistics (July 1 – July 24, 2020)***

- Traffic Citations – 110
- Parking Citations – 298
- Arrests – 4
- Dispatch Events – 1,259
- Incident/Crime Reports - 66
- Suspicious Person Checks – 15

#### ***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:***

- Surfside Police Department personnel conducted beach and business checks for compliance with COVID-19 related County and Town Orders
- Daily Communications with Miami-Dade Emergency Operations Center
- Miami-Dade EOC WebEOC COVID-19 Municipal Protective Actions - Situation Reports
- Daily Patrol Shift Monitoring of Street Ends at Waterways

Effective Friday July 17, 2020, the Surfside Police Department was authorized by the Miami-Dade County Commission to issue Civil Citations for violations of the Miami-Dade County Emergency Orders. Surfside PD is now authorized to issue Adult Civil Citations for:

- Violations relating to adults not wearing masks/facial coverings; or persons gathering in groups in excess of ten persons



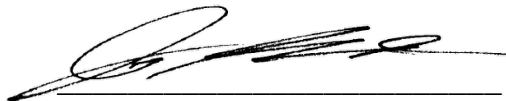
- Violations relating to businesses not adhering to conditions of Miami-Dade County Emergency Orders (such as: employees not wearing masks/facial coverings, restaurants serving food to persons eating inside of the business, etc.)

Police Officers are assigned to the Business District daily to remind residents, visitors and businesses to abide by the emergency orders and providing masks to those who are in need.

*D. Police Events/Community Outreach*

- Monthly community events (Bike with the Chief and Coffee with the Cops) are cancelled until further notice due to Covid-19 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 in conjunction with OneBlood will host a community blood drive on August 19, 2020 from 10:00 a.m. – 5:00 p.m. in the Town Hall municipal parking lot.

Respectfully submitted by:



Jason D. Greene, Interim Town Manager

# Town of Surfside, FL

## Between Jul 01, 2020 and Jul 31, 2020

15 requests were opened

16 requests were closed

The average time to close was 3.2 days

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Beach Issue	6	7	2.2
Code Compliance (Violation)	4	5	5.1
Police (Safety Concern)	2	2	0.2
Code Compliance (Safety Concern)	2	1	6.0
Other	1	1	4.3
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Community Center (P & R)	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Drainage/Flooding (PW)	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
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

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## Between Jan 01, 2014 and Jul 31, 2020

1235 requests were opened

1208 requests were closed

The average time to close was 24.1 days

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	269	267	23.0
Beach Issue	219	209	19.6
Code Compliance (Violation)	160	160	26.9
Parking Issue	103	103	3.2
Police (Safety Concern)	86	86	8.6
Code Compliance (Safety Concern)	99	98	29.7
Street lights (PW)	61	59	119.8
Utilities (Water/Sewer) (PW)	42	35	11.1
Construction Issues	41	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	5	5	12.9
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:** Jason Greene, Interim Town Manager

**From:** Rachel Pinzur, Public Information Representative

**Date:** July 27, 2020

**Subject:** July Social Media (Nextdoor) Report

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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 July, the PIR continued to publish posts pertaining to the COVID-19 pandemic; educated residents on ways to protect the sea turtles during sea turtle nesting season; presented information on the three ballot questions; and also encouraged residents to submit feedback on a Back Bay Study and FAA Metroplex plan. Residents can find valuable COVID-19 updates on the Town website.

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

Last updated on 7/27/2020

DEVELOPMENT APPLICATION PROCESS (2009 - PRESENT)														
Application Date	Location	Project Description	Zoning Process				Density/Intensity		Variances		Building Permit			Construction Status
			DRG	P&Z	TC	Site Plan Extension	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	Original site plan: 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, 3/9/2017, 9/17/2017	12/7/2017	2/13/2018	Applicant has requested extension of approval. Public hearing held on 7/14/20. Deferred to 7/28 TC Meeting.	199 units	48 condominium units, 31 hotel rooms	None	None			Has not applied for permit yet.	
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, Approved February 26, 2019.	Request submitted to extend approval due to emergency declaration (Hurricane Dorian)	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	Unsolicited 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 FPL 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 JUNE 30, 2020**  
**75% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

August 11, 2020

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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**GENERAL FUND - 001**

REVENUE	\$ 15,564,472	\$16,549,272	94%
EXPENDITURES	9,027,210	\$16,549,272	55%
Net Change in Fund Balance	6,537,262		
Fund Balance-September 30, 2019 (Audited)	14,984,105 <sup>A</sup>		
Fund Balance-June 30, 2020 (Reserves)	\$ 21,521,367		

**TOURIST RESORT FUND - 102**

REVENUE	\$ 2,276,504	\$3,308,050	69%
EXPENDITURES	1,654,609	\$3,308,050	50%
Net Change in Fund Balance	621,895		
Fund Balance-September 30, 2019 (Audited)	1,640,525		
Fund Balance-June 30, 2020 (Reserves)	\$ 2,262,420		

**POLICE FORFEITURE FUND - 105**

REVENUE	\$ 13,686	\$101,300	14%
EXPENDITURES	76,526	\$101,300	76%
Net Change in Fund Balance	\$ (62,840)		
Fund Balance-September 30, 2019 (Audited)	105,725		
Fund Balance-June 30, 2020 (Reserves)	\$ 42,885		

**TRANSPORTATION SURTAX FUND - 107**

REVENUE	\$ 181,514	\$276,000	66%
EXPENDITURES	224,817	\$276,000	81%
Net Change in Fund Balance	(43,303)		
Fund Balance-September 30, 2019 (Audited)	328,377		
Fund Balance-June 30, 2020 (Reserves)	\$ 285,074		

**BUILDING FUND - 150**

REVENUE	\$ 363,297	\$1,517,713	24%
EXPENDITURES	933,235	\$1,517,713	61%
Net Change in Fund Balance	(569,938)		
Fund Balance-September 30, 2019 (Audited)	2,563,517		
Fund Balance-June 30, 2020 (Reserves)	\$ 1,993,579		

**CAPITAL PROJECTS FUND - 301**

REVENUE	\$ 179,074	\$250,000	72%
EXPENDITURES	108,512	\$250,000	43%
Net Change in Fund Balance	70,562		
Fund Balance-September 30, 2019 (Audited)	3,048,583		
Fund Balance-June 30, 2020 (Reserves)	\$ 3,119,145		

**NOTES:**

\* Many revenues for June 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 \$12,984,105 is unassigned fund balance (reserves).

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

REVENUE	\$ 1,944,846	\$4,424,500	44%
EXPENDITURES	2,580,228	\$4,424,500	58%
Change in Net Position	(635,382)		
Unrestricted Net Position-September 30, 2019	(2,367,098)		
Unrestricted Net Position-June 30, 2020 (Reserves)	<u>\$ (3,002,480)</u>		

**MUNICIPAL PARKING FUND - 402**

REVENUE	\$ 903,822	\$1,333,618	68%
EXPENDITURES	888,072	\$1,333,618	67%
Change in Net Position	15,750		
Unrestricted Net Position-September 30, 2019	1,198,948		
Unrestricted Net Position-June 30, 2020 (Reserves)	<u>\$ 1,214,698</u>		

**SOLID WASTE FUND - 403**

REVENUE	\$ 1,157,303	\$2,132,673	54%
EXPENDITURES	1,539,534	\$2,132,673	72%
Change in Net Position	(382,231)		
Unrestricted Net Position-September 30, 2019	641,636		
Unrestricted Net Position-June 30, 2020 (Reserves)	<u>\$ 259,405</u>		

**STORMWATER FUND - 404**

REVENUE	\$ 547,908	\$1,034,704	53%
EXPENDITURES	677,165	\$1,034,704	65%
Change in Net Position	(129,257)		
Unrestricted Net Position-September 30, 2019	3,200,132		
Unrestricted Net Position-June 30, 2020 (Reserves)	<u>\$ 3,070,875</u>		

**FLEET MANAGEMENT FUND - 501**

REVENUE	\$ 716,139	\$987,346	73%
EXPENDITURES	742,593	\$987,346	75%
Change in Net Position	(26,454)		
Unrestricted Net Position-September 30, 2019	585,363		
Unrestricted Net Position-June 30, 2020 (Reserves)	<u>\$ 558,909</u>		



Jason D. Greene, Finance Director



Jason Greene, Interim Town Manager

**Town of Surfside**  
**Net Funds Historical Balances**  
**Period 2016 - June 2020**

FUND	9/30/2016	9/30/2017	9/30/2018	9/30/2019	6/30/2020	CAGR <sup>(a)</sup>
General	\$ 7,368,408	\$ 8,460,802	\$ 10,902,050	\$ 14,984,105	\$ 21,521,367	26.7%
Tourist Resort	363,407	469,880	356,313	1,640,525	2,262,420	65.3%
Police Forfeiture	141,755	164,933	159,527	105,725	42,885	-9.3%
Transportation Surtax	354,264	388,363	263,292	328,377	285,074	-2.5%
Building	-	1,742,910	2,760,673	2,563,517	1,993,579	-3.6%
Capital Projects	1,154,352	576,122	2,158,902	3,048,583	3,119,145	38.2%
Water & Sewer	(2,827,890)	(3,048,579)	(2,546,398)	(2,367,098)	(3,002,480)	-5.8%
Municipal Parking	1,111,941	811,013	943,315	1,198,948	1,214,698	2.5%
Solid Waste	245,941	429,743	601,201	641,636	259,405	37.7%
Stormwater	3,392,370	3,264,379	3,203,878	3,200,132	3,070,875	-1.9%
Fleet Management	-	-	-	585,363	558,909	N/A
<b>Total</b>	<b>\$ 11,304,548</b>	<b>\$ 13,259,566</b>	<b>\$ 18,802,753</b>	<b>\$ 25,929,813</b>	<b>\$ 31,325,877</b>	<b>29.0%</b>

(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: Jason Greene, Interim Town Manager**

**DATE: August 5, 2020**

**SUBJECT: Office of the Town Attorney Report for August 11, 2020**

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

- July 1, 2020 – Special Town Commission Meeting and Virtual Zoning Code Workshop
- July 14, 2020 – Virtual Regular Town Commission Meeting
- July 15, 2020 - Virtual Budget Advisory Committee Meeting
- July 21, 2020 – Virtual Budget Workshop
  - Virtual Special Town Commission Meeting Town Manager Selection Process
- July 27, 2020 – Virtual Tourist Board Member Orientation Meeting
- July 28, 2020 – Virtual Parks & Recreation Committee Orientation Meeting
  - Virtual Budget Advisory Committee Orientation Meeting
  - Downtown Vision Advisory Committee Orientation Meeting
- July 30, 2020 – Virtual Planning & Zoning Board Meeting
- August 5, 2020 – Virtual Joint Town Commission Meeting & Budget Advisory Committee

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. With the appointment of new Boards and Committee members, members of the Firm provided various orientation sessions to members regarding Sunshine Law, Public Records Law, Ethics and Board/Committee procedures.

**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 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. The Firm provides regular information and orders issued by the State, the County and other municipalities in response to COVID-19.

As typical, members of the Firm continue to assist the Town administration and staff, as well assist boards and committees, with application review, contract and agreement review,

preparation of ordinances as directed by the Commission, procurement and purchasing, budgetary requirements and approval process, various solicitations (RFQs and RFPs) and agreements, IT related agreements, ADA compliance agreements, Code enforcement and interpretation, attendance at Special Master Hearings, beach furniture operator permits and administration, ethics issues and requirements, police related issues and matters, 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:

- 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 (2006 Code with modifications).
- 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
- Resolution Re Nurse Initiative Ruth K. Broad
- Beach Furniture Ordinance
- Rate Resolutions Solid Waste Assessment
- RFQs for Abbott Avenue Drainage, Planning Services and Engineering Services
- Resolutions Calling Special Election and Referendum for Undergrounding of Utilities, Restricting Sale, Lease or Exchange of Town land, and Indebtedness Restrictions
- Resolution Approving Waste Connections for Recycling Services

**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 the Mayor and Town Commissioners, orientation and training of Commissioners and Board and Committee Members 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 and providing comments/objections to the FAA regarding the draft Environmental Assessment Report, 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, Abbott Avenue Drainage project, landscaping services and shuttle and transportation services, Referendum and Charter amendments, election assistance, various procurements and service or provider agreements for Town improvements, facilities and programs, and FY 2020/2021 budget preparation and approval.



# MEMORANDUM

ITEM NO. 5A

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jason Greene, Interim Town Manager  
**Date:** August 11, 2020  
**Subject:** Employee Health Benefits Contract Renewal for FY 2021

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The contract with UnitedHealthcare (Health), Guardian (Dental and Vision), and Mutual of Omaha (Life, Short-Term Disability and Long Term-Disability), Assure (HRA and FSA) will expire on September 30, 2020.

Adams Benefit, the Town's insurance agent of record for employee health, disability, life, dental, vision and all other related benefit programs was directed by the Human Resources Director, Yamileth Slate-McCloud, to renegotiate the existing plan or find an acceptable alternative plan from another carrier, with the goal of keeping the cost increase to the lowest level possible, while minimizing the impact to our employee coverage. The health insurance rate increase last fiscal year was 9.7% and has ranged from 4.9% to 10% over the last 5 years. The average medical inflation rate is 11.5%

The results of the negotiation as follows:

UnitedHealthcare: 0% renewal rate increase

Guardian (Dental): 0% renewal rate increase and a 2-year rate lock guarantee

Guardian (Vision): 0% renewal rate increase and a 2-year rate lock guarantee

Mutual of Omaha  
(Life Insurance, Short and  
Long Term Disability): 0% renewal rate increase and a 2-year rate lock guarantee

Employee Assistance Program (EAP): Integrated with Mutual of Omaha

Asure Software (COBRA/HRA fees): Paid by broker, Adams Benefit.

Asure Software: Will continue to manage the Flexible Spending Accounts (FSA) and Health Reimbursement Arrangement (HRA)



This action will represent a budgetary savings from the preliminary FY 2021 budget of \$150,000.

Town administration recommends that the Town Commission adopt the attached resolution approving the group health with UnitedHealthcare, dental and vision coverage with Guardian, term life insurance, accidental death, short-term disability and long-term disability with Mutual of Omaha, and the flexible spending, HRA administration, and COBRA with Asure Software. The Benefits Summary for each carrier is included in the package, (Attachment A to the Resolution).

Reviewed by JDG

Prepared by YSM

Renewal Analysis - Benefit & Premium Illustration

	United Health Care Current: AOPY (Legacy INS 2019-Trad) Rx 125		United Health Care Renewal: BWRK (UHC INS 2020 - Trad) RX 570		United Health Care Current: AHM8 (Choice + Legacy INS 2019-H.S.A.) RX 125-H.S.A.		United Health Care Renewal AHM8 (UHC INS 2020-H.S.A.) Rx 570-H.S.A.	
	In-Network	Out-Network	In-Network	Out-Network	In-Network	Out-Network	In-Network	Out-Network
Deductible	\$1,000 Ind. \$2,000 Family		\$1,000 Ind. \$2,000 Family		\$1,500 Ind. \$3,000 Family	\$5,000 Ind. \$10,000 Family	\$1,500 Ind. \$3,000 Family	\$5,000 Ind. \$10,000 Family
Co-Insurance	80%		80%		90%	50%	90%	50%
Physicians Office	\$25 co-pay		\$25 co-pay		10% after ded	50% after ded	10% after ded	50% after ded
Specialist Office	\$50 co-pay		\$50 co-pay		10% after ded	50% after ded	10% after ded	50% after ded
Virtual Visits Network benefits are available when delivered through Designated Virtual Network Provider	\$10 co-pay		No co-pay		10% after ded	50% after ded	10% after ded	50% after ded
Inpatient Hospital	20% after deductible		20% after deductible		10% after ded	50% after ded	10% after ded	50% after ded
Out-Patient Surgery	20% after deductible		20% after deductible		10% after ded	50% after ded	10% after ded	50% after ded
Out-Patient Minor Diagnostic	No Charge		No Charge		10% after ded	50% after ded	10% after ded	50% after ded
Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT)	20% after deductible		20% after deductible		10% after ded	50% after ded	10% after ded	50% after ded
Emergency Room	\$350 co-pay		\$350 co-pay		10% after ded	50% after ded	10% after ded	10% after in ded
Urgent Care Center	\$100 co-pay		\$50 co-pay		10% after ded	50% after ded	10% after ded	50% after ded
Prescription Drugs	\$10/\$35/\$60 2.5 M.O. (Adv PDL)		\$10/\$35/\$70 2.5 M.O. (Adv PDL)		UHC Int Med/Rx Ded \$10/\$35/\$60 2.5 M.O. (Adv PDL)	UHC Int Med/Rx Ded \$10/\$35/\$70 2.5 M.O. (Adv PDL; Std Prev Rx)	UHC Int Med/Rx Ded \$10/\$35/\$70 2.5 M.O. (Adv PDL; Std Prev Rx)	
Out of Pocket Maximum	\$3,500 Ind. \$7,000 Family		\$3,500 Ind. \$7,000 Family		\$4,000 Ind. \$6,000 Family	\$10,000 Ind. \$20,000 Family	\$4,000 Ind. \$6,000 Family	\$10,000 Ind. \$20,000 Family
Provider Search		<a href="http://www.uhc.com">www.uhc.com</a>		<a href="http://www.uhc.com">www.uhc.com</a>		<a href="http://www.uhc.com">www.uhc.com</a>		<a href="http://www.uhc.com">www.uhc.com</a>
Employee	3	\$ 681.02	52	\$ 678.74	11	\$ 598.13	52	\$ 598.30
Employee + Spouse	1	\$ 1,634.98	11	\$ 1,629.51	6	\$ 1,435.98	11	\$ 1,436.39
Employee + Child(ren)	2	\$ 1,384.56	6	\$ 1,379.92	24	\$ 1,216.04	6	\$ 1,216.39
Employee + Family	1	\$ 2,160.98	24	\$ 2,153.75	93	\$ 1,897.96	24	\$ 1,898.50
Monthly	7	\$ 8,608.14	93	\$ 8,579.32		\$ 99,745.82		\$ 99,774.23
Percentage Change				-0.03%				0.00%
		Current	Renewal	Current	Renewal	Current	Renewal	Current

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations.



Renewal Analysis - Dental

	Guardian	
	Current	Renewal
Employee	\$ 14.14	\$ 14.14
Employee + Spouse	\$ 28.30	\$ 28.30
Employee + Child(ren)	\$ 36.75	\$ 36.75
Employee + Family	\$ 52.06	\$ 52.06

	Guardian	
	Current	Renewal
Employee	\$ 41.78	\$ 41.78
Employee + Spouse	\$ 92.75	\$ 92.75
Employee + Child(ren)	\$ 114.45	\$ 114.45
Employee + Family	\$ 160.66	\$ 160.66

DENTAL MAXIMUM ROLLOVER SUMMARY			
For Benefit Year Ending: 12/31/2020			
ROLLOVER ACCOUNT SIZE	NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS	TOTAL ACCOUNT VALUE	
\$0	26	\$0.00	
\$1 - \$250	0	\$0.00	
\$251 - \$500	1	\$400.00	
\$501 - \$750	17	\$10,297.50	
\$751 - \$1,000	3	\$2,400.00	
Over \$1,000	37	\$51,500.00	
<b>TOTAL</b>	<b>58</b>	<b>\$64,597.50</b>	

13 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts.

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum.


"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.


"Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts"

Rollover amounts earned in the benefit year ending 12/31/2020 are applied to the members Maximum Rollover Account for use starting the next benefit year.

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern.







**College Tuition Benefit Rewards Statement as of 06/16/2020**

Plan Number: 00514368  
 Plan Name: TOWN OF SURFSIDE  
 Current Lines of Coverage with CTB: Dental  
 Total Estimated Potential Accumulated Rewards For All Lines of Coverage: \$960,000

Dear Planholder,

Thank you for being a valued Guardian customer. This statement provides a snapshot of the total College Tuition Benefit points earned by your members as a result of being enrolled in one or more of the coverages listed above.

To make sure points are credited to members, they can visit [guardian.collegetuitionbenefit.com](http://guardian.collegetuitionbenefit.com) and register using the following information:

**User ID:** Plan number, **Password:** Guardian

College Tuition Benefit is a great way to help your employees save money on college education. One Tuition Reward = \$1 tuition reduction and can be used at over 400 private college and universities nationwide. The example below demonstrates how Tuition Rewards build up each year.

**A college tuition benefit that increases each year**

Example of how future tuition can be reduced by \$58,500 when the plan participant has four Guardian products (e.g. Dental — with a year 4 bonus of 2,500 rewards, Life, Hospital Indemnity and Critical Illness) over a seven-year period.

16,000 Year 2	24,000 Year 3	34,500 Year 4	42,500 Year 5	50,500 Year 6	58,500 Year 7
------------------	------------------	------------------	------------------	------------------	------------------

**Important deadlines for members:**

- Students must be added to the program by August 24 the year he/she starts grade 11
- The last day members can transfer earned rewards to a student is August 24 of the year he/she starts grade 12

If you have any questions, contact your Guardian Group Sales Representative or send your questions via email to [support@collegetuitionbenefit.com](mailto:support@collegetuitionbenefit.com). For general information about the College Tuition Benefit program go to [guardian.collegetuitionbenefit.com](http://guardian.collegetuitionbenefit.com).


Sincerely,  
 The Guardian Life Insurance Company of America

College Tuition Benefit is a tuition reduction program. This program is currently part of your employee benefit package and addresses a top employee concern ... saving for college. The service is \$0.45 per employee per month for each coverage accumulated by the College Tuition Benefit. (i.e. except for Guardian Dental Vision plan Rewards, which are offered by Davis Vision) This is not a separate line item charge for you, but instead reflected in the total premium billed (though not an insurance charge). The Tuition Rewards program is provided by SAGE CTB, LLC. Guardian does not provide any services related to this program. SAGE CTB, LLC is not a subsidiary or an affiliate of Guardian. Guardian reserves the right to discontinue the College Tuition Benefit program at any time without notice. The College Tuition Benefit is not an insurance benefit and may not be available in all states.  
 2018 - 70400 (Exp. 11/20)



Renewal Analysis - Vision

Vision	Guardian	
	Current	Renewal
Employee	\$ 7.23	\$ 7.23
Employee + Spouse	\$ 13.34	\$ 13.34
Employee + Child(ren)	\$ 13.97	\$ 13.97
Employee + Family	\$ 20.92	\$ 20.92



RE: Guardian Davis Vision Offering

Dear Valued Planholder:

Thank you for choosing Guardian! Starting in 2020, Davis Vision is providing 2,000 College Tuition Benefit Rewards to Guardian Davis Vision Members enrolled in the program. The College Tuition Benefit Rewards program helps address employees concerns about the high cost of college tuition for their loved ones.

**What is the College Tuition Benefit?**  
 Employees enrolled in a Guardian Davis Vision plan earn Tuition Rewards that can be used to pay up to one year's tuition at a network of over 400+ private colleges and universities across the nation. Below is a brief overview of the program.

- Each Tuition Reward point equals \$1 of tuition reduction
- Each year Davis Vision will provide enrolled Guardian Davis Vision Members 2,000 in annual tuition reward points once updated eligibility is received
- If Members are already participating in the College Tuition Benefit program, through any Guardian sponsored offerings, the Davis Vision Rewards will be credited to their existing Guardian Rewards account
- Tuition Rewards can be given to relatives including children, nephews, nieces, and grandchildren who are registered by designated deadlines

No action is necessary. If you or your members are not currently active in the College Tuition Benefit program or if you have any questions, please feel free to visit: [www.guardian.collegetuitionbenefit.com](http://www.guardian.collegetuitionbenefit.com) to learn more. Specific questions can also be directed to your Guardian Representative or sent to: [GuardianDavisCTB@glc.com](mailto:GuardianDavisCTB@glc.com)

Thank you for choosing Guardian for your benefit needs.

*This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.*



# Town of Surfside



10 Hudson Yards  
New York, NY 10001  
guardianlife.com

We recognize the significant impact the COVID-19 pandemic has had on your business and your employees' ability to receive dental care.

To help you manage costs and provide affordable, uninterrupted access to dental care, Guardian planholders with dental and vision benefits will be provided the following support at renewal:

### Financial assistance for dental and vision plans\*

You can elect to receive a one-month premium credit for your fully-insured Guardian dental and vision plans or an extended rate guarantee on dental and vision.

- Premium credit – the premium credit will be applied to your second bill after your renewal, beginning with September 2020 renewals through August 2021.

- Rate guarantee – you may choose a two-year rate guarantee on both products.\*\*

Contact your broker to discuss the option that best suits your needs. To make your election, please send an email to [COVID19@glc.com](mailto:COVID19@glc.com) indicating your choice and include your name, your company name and plan number. Elections must be submitted 30 days prior to your renewal effective date.

### Dental benefit enhancements offering more savings and flexibility for members\*

Guardian is also enhancing your dental benefits through the end of 2021 to offer more savings and flexibility to members, without any Impact to premium or fees.

- Enhancing frequency limits
  - We have enhanced frequency limits on cleanings, exams, and fluoride treatments (if applicable) to a maximum of two per calendar year.
  - This will be applied from July 1, 2020 through December 31, 2021.
- Enhancement for dental plans with Maximum Rollover
  - For the remainder of 2020, members with Maximum Rollover will no longer have a requirement to submit a claim in order to rollover funds into their account.
  - Effective January 1, 2021, members will have \$100 added to their Maximum Rollover Account so they have more funds to spend on care.

We are committed to delivering the support you need to provide quality benefits to your employees that promote good oral health. We thank you for the trust you place in Guardian.

\*Availability of financial assistance and dental benefit enhancements may vary by state. California Non-Kaena plans are excluded.

\*\* Customers in an existing rate guarantee will receive the premium credit option. Rate guarantee not available for groups with less than 51 lives in Florida.

Dental/Guard and Vision Insurance are underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy guidelines and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final written contract. Policy Form # GP-1-DQ2000, et al., GP-1-QDN-16, GP-1-QDN-17, GARDIANLife is a registered trademark of The Guardian Life Insurance Company of America, New York, NY. © Copyright 2020 The Guardian Life Insurance Company of America 2020-102874 (1/21)



# Town of Surfside

## Renewal Analysis - Life & Disability

	Mutual of Omaha	
	Current	Renewal
<b>Basic Life &amp; AD&amp;D</b>		
Employee Life per \$1,000	\$0.220	\$0.220
Employee AD&D per \$1,000	\$0.03	\$0.03
Retiree Life per \$1,000	\$1.250	\$1.250
Grandfathered Retirees per \$1,000	\$0.210	\$0.210

	Mutual of Omaha	
	Current	Renewal
<b>Voluntary Life</b>		
Employee & Spouse Life per \$1,000	\$0.39	\$0.39
Employee & Spouse AD&D per \$1,000	\$0.03	\$0.03
Child(ren) per \$1,000	\$0.10	\$0.10

	Mutual of Omaha	
	Current	Renewal
<b>Short Term Disability</b>		
Rate per \$10 of Total Weekly Benefit	\$0.300	\$0.300

	Mutual of Omaha	
	Current	Renewal
<b>Long Term Disability</b>		
Rate per \$100 of covered monthly payroll	\$0.380	\$0.380

Rate Guarantee Period - October 1, 2020 to October 1, 2022

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.



**RESOLUTION NO. 2020 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING EMPLOYEE HEALTH BENEFITS CONTRACT RENEWALS FOR FISCAL YEAR 2020/21, INCLUDING UNITEDHEALTHCARE FOR EMPLOYEE HEALTH INSURANCE, GUARDIAN FOR DENTAL AND VISION COVERAGE, MUTUAL OF OMAHA FOR LIFE AND DISABILITY INSURANCE, AND ASURE SOFTWARE FOR FLEXIBLE SPENDING ACCOUNT, BENEFIT SERVICES HEALTH REIMBURSEMENT ARRANGEMENT, AND COBRA ADMINISTRATION; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH UNITED HEALTHCARE AND OTHER PROVIDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) continues to work with Adams Benefit (“Adams Benefit”) as its insurance agent of record for employee health, dental, vision, life insurance, disability and other related benefit programs; and

**WHEREAS**, the Town worked with Adams Benefit to renegotiate the existing plans or find an acceptable alternative plan from alternative carriers, with the result of maintaining a zero percent (0%) renewal rate increase from the previous year; and

**WHEREAS**, the Town Commission wishes to continue with and renew (i) UnitedHealthcare for employee health insurance, (ii) Guardian for dental and vision insurance, (iii) Mutual of Omaha for life and disability insurance, and (iv) Assure Software for flexible spending account benefit services, health reimbursement arrangement and COBRA administration, all at a zero percent (0%) renewal rate increase from the previous year, and as set forth in the Commission Communication memorandum presented with this resolution; and



**WHEREAS,** the Town Commission further wishes to authorize the Town Manager to execute any necessary agreements with UnitedHealthcare and other providers for employee health benefits and services; and

**WHEREAS,** the Town Commission finds that the insurance providers and programs selected and this Resolution are in the best interest and welfare of the employees of the Town.

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

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

**Section 2. Approval of Insurance Providers; Authorization to Town Manager.**  
The Town Commission wishes to continue with and renew (i) UnitedHealthcare for employee health insurance, (ii) Guardian for dental and vision insurance, (iii) Mutual of Omaha for life and disability insurance, and (iv) Asure Software for flexible spending account benefit services, health reimbursement arrangement and COBRA administration, for Fiscal Year 2020/2021 and all as set forth in the Commission Communication memorandum presented with this resolution. The Town Commission authorizes the Town Manager to enter into any necessary agreements with UnitedHealthcare and other insurance providers for employee health insurance and other benefit programs, in accordance with the terms and conditions as set forth in the Commission Communication and subject to the approval of the Town Attorney as to form and legal sufficiency.

**Section 3. Implementation.** The Town Manager and/or the Human Resources Director are authorized to take all action necessary to implement the purposes of this Resolution and the employee health benefits and insurance programs detailed in the Commission Communication presented with this Resolution.

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

PASSED AND ADOPTED this 11th day of August, 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                   \_\_\_\_\_

**ATTEST:**










\_\_\_\_\_  
Sandra McCready, 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

# Choice Plus plan details, all in one place.

Use this benefit summary to learn more about this plan’s benefits, ways you can get help managing costs and how you may get more out of this health plan.

Check out what’s included in the plan	Choice Plus
 <p><b>Network coverage only</b> You can usually save money when you receive care for covered health care services from network providers.</p>	<input type="checkbox"/>
 <p><b>Network and out-of-network benefits</b> You may receive care and services from network and out-of-network providers and facilities — but staying in the network can help lower your costs.</p>	<input checked="" type="checkbox"/>
 <p><b>Primary care physician (PCP) required</b> With this plan, you need to select a PCP — the doctor who plays a key role in helping manage your care. Each enrolled person on your plan will need to choose a PCP.</p>	<input type="checkbox"/>
 <p><b>Referrals required</b> You’ll need referrals from your PCP before seeing a specialist or getting certain health care services.</p>	<input type="checkbox"/>
 <p><b>Preventive care covered at 100%</b> There is no additional cost to you for seeing a network provider for preventive care.</p>	<input checked="" type="checkbox"/>
 <p><b>Pharmacy benefits</b> With this plan, you have coverage that helps pay for prescription drugs and medications.</p>	<input checked="" type="checkbox"/>
 <p><b>Tier 1 providers</b> Using Tier 1 providers may bring you the greatest value from your health care benefits. These PCPs and medical specialists meet national standard benchmarks for quality care and cost savings.</p>	<input type="checkbox"/>
 <p><b>Freestanding centers</b> You may pay less when you use certain freestanding centers — health care facilities that do not bill for services as part of a hospital, such as MRI or surgery centers.</p>	<input type="checkbox"/>
 <p><b>Health savings account (HSA)</b> With an HSA, you’ve got a personal bank account that lets you put money aside, tax-free. Use it to save and pay for qualified medical expenses.</p>	<input checked="" type="checkbox"/>

This Benefit Summary is to highlight your Benefits. Don’t use this document to understand your exact coverage. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents govern. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

# Here's a more in-depth look at how Choice Plus works.

## Medical Benefits

	In Network	Out-of-Network
<b>Annual Medical Deductible</b>		
Single Coverage	\$1,500	\$5,000
Family Coverage	\$3,000	\$10,000

No one in the family is eligible for benefits until the family coverage deductible is met.

You're responsible for paying 100% of your medical expenses until you reach your deductible. For certain covered services, you may be required to pay a fixed dollar amount - your copay.

	In Network	Out-of-Network
<b>Annual Out-of-Pocket Limit</b>		
Single Coverage	\$4,000	\$10,000
Family Coverage	\$6,000	\$20,000

No one in the family is eligible for benefits until the family out-of-pocket maximum is met.

Once you've met your deductible, you start sharing costs with your plan - coinsurance. You continue paying a portion of the expense until you reach your out-of-pocket limit. From there, your plan pays 100% of allowed amounts for the rest of the plan year.

## What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services	Network	Out-of-Network
	<b>Preventive Care Services</b>	
Preventive Care	No copay	50%*
<p><i>Includes services such as Routine Wellness Checkups, Immunizations, and Lab and X-ray services for Mammogram, Pap Smear, Prostate and Colorectal Cancer screenings.</i></p> <p><i>Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a copay, co-insurance or deductible. An Out-of-Network deductible does not apply for Child Health Supervision Services.</i></p>		
<b>Office Services - Sickness &amp; Injury</b>		
Primary Care Physician	10%*	50%*
<p><i>Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery and lab work.</i></p>		
Specialist	10%*	50%*
<p><i>Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery and lab work.</i></p>		
Urgent Care	10%*	50%*
<p><i>Additional copays, deductible, or co-insurance may apply when you receive other services at the urgent care facility. For example, surgery and lab work.</i></p>		

\* After the Annual Medical Deductible has been met.

† Prior Authorization Required. Refer to COC/SBN.

## What You Pay for Services

### Copays (\$) and Coinsurance (%) for Covered Health Care Services

	Network	Out-of-Network
Virtual Visits	10%*	50%*
<p><i>Network Benefits are available only when services are delivered through a Designated Virtual Network Provider. You can find a Designated Virtual Visit Network Provider by contacting us at myuhc.com® or the telephone number on your ID card. Access to Virtual Visits and prescription services may not be available in all states or for all groups.</i></p>		
<b>Emergency Care</b>		
Accidental Dental	10%*	10%*
Emergency Ambulance	10%*	10%*
<p><i>Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.</i></p>		
Emergency Room <sup>1</sup>	10%*	10%*
Non-Emergency Ambulance <sup>1</sup>	10%*	50%*
<p><i>Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.</i></p>		
<b>Inpatient Care</b>		
Congenital Heart Disease Surgeries <sup>1</sup>	10%*	50%*
Hospital Inpatient Stays <sup>1</sup>	10%*	50%*
Inpatient Habilitative Services <sup>1</sup>	The amount you pay is based on where the covered health care service is provided.	
<p><i>Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.</i></p>		
Skilled Nursing Facility & Inpatient Rehabilitation Facility Services <sup>1</sup>	10%*	50%*
<p><i>Limited to 60 days per year.</i></p>		
<b>Outpatient Care</b>		
Habilitative Services	10%*	50%*
<p><i>For outpatient therapies (physical therapy, occupational therapy, speech therapy, post-cochlear implant aural therapy, cognitive therapy), limits will be the same as, and combined with those stated under Rehabilitation Services.</i></p>		
<p><i>Visit limits do not apply to Autism Spectrum Disorder.</i></p>		
Home Health Care <sup>1</sup>	10%*	50%*
<p><i>Limited to 60 visits per year. One visit equals up to four hours of skilled care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.</i></p>		

\* After the Annual Medical Deductible has been met.

<sup>1</sup>Prior Authorization Required. Refer to COC/SBN.

## What You Pay for Services

### Copays (\$) and Coinsurance (%) for Covered Health Care Services

	Network	Out-of-Network
Lab Testing <sup>1</sup>	10%*	50%*
<i>Limited to 18 Presumptive Drug Tests per year.</i>		
<i>Limited to 18 Definitive Drug Tests per year.</i>		
Major Diagnostic and Imaging <sup>1</sup>	10%*	50%*
Physician Fees for Surgical and Medical Services	10%*	50%*
Rehabilitation Services	10%*	50%*
<i>Limited to:</i>		
<i>36 visits of cardiac rehabilitation therapy</i>		
<i>20 visits of cognitive rehabilitation therapy</i>		
<i>20 visits of occupational therapy</i>		
<i>30 visits of post-cochlear implant aural therapy</i>		
<i>20 visits of physical therapy</i>		
<i>20 visits of pulmonary rehabilitation therapy</i>		
<i>20 visits of speech therapy</i>		
<i>20 visits of Manipulative Treatments</i>		
<i>Visit limits do not apply to Autism Spectrum Disorder.</i>		
<i>Note: The first three network visits for any combination of physical therapy and Manipulative Treatment for new low back pain are not subject to any copay, co-insurance or deductible and subject to the annual visit limits.</i>		
Scopic Procedures	10%*	50%*
<i>Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.</i>		
Surgery <sup>1</sup>	10%*	50%*
Therapeutic Treatments <sup>1</sup>	10%*	50%*
<i>Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.</i>		
X-ray and other Diagnostic Testing <sup>1</sup>	10%*	50%*
<b>Supplies and Services</b>		
Diabetes Self-Management Items <sup>1</sup>	The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME), Orthotics and Supplies or in the Prescription Drug Benefits Section.	
Diabetes Self-Management and Training <sup>1</sup>	The amount you pay is based on where the covered health care service is provided.	

\* After the Annual Medical Deductible has been met.  
<sup>1</sup>Prior Authorization Required. Refer to COC/SBN.

## What You Pay for Services

### Copays (\$) and Coinsurance (%) for Covered Health Care Services

	Network	Out-of-Network
Durable Medical Equipment, Orthotics and Supplies <sup>1</sup>	10%*	50%*
<i>Limited to a single purchase of a type of DME or orthotic every three years. Repair and/or replacement of DME or orthotics would apply to this limit in the same manner as a purchase. This limit does not apply to wound vacuums.</i>		
Enteral Nutrition	10%*	50%*
Hearing Aids	10%*	50%*
<i>Limited to \$2,500 every year. Benefits are further limited to a single purchase per hearing impaired ear every three years. Repair and/or replacement of a hearing aid would apply to this limit in the same manner as a purchase.</i>		
Ostomy Supplies	10%*	50%*
<i>Limited to \$2,500 per year.</i>		
Pharmaceutical Products	10%*	50%*
<i>This includes medications given at a doctor's office, or in a covered person's home.</i>		
Prosthetic Devices <sup>1</sup>	10%*	50%*
<i>Limited to a single purchase of each type of prosthetic device every three years. Repair and/or replacement of a prosthetic device would apply to this limit in the same manner as a purchase.</i>		
Urinary Catheters	10%*	50%*
<b>Pregnancy</b>		
Maternity Services <sup>1</sup>	The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the Hospital is the same as the mother's length of stay.	
<b>Mental Health Care &amp; Substance Related and Addictive Disorder Services</b>		
Inpatient <sup>1</sup>	10%*	50%*
Outpatient <sup>1</sup>	10%*	50%*
Partial Hospitalization <sup>1</sup>	10%*	50%*
<b>Other Services</b>		
Bones or Joints of the Jaw and Facial Region <sup>1</sup>	10%*	50%*
Cellular or Gene Therapy <sup>1</sup>	The amount you pay is based on where the covered health care service is provided.	
<i>For Network Benefits, Cellular or Gene Therapy services must be received from a Designated Provider.</i>		
Cleft Lip/Cleft Palate Treatment <sup>1</sup>	10%*	50%*
Clinical Trials <sup>1</sup>	The amount you pay is based on where the covered health care service is provided.	
Dental Services – Anesthesia and Hospitalization <sup>1</sup>	10%*	50%*

\* After the Annual Medical Deductible has been met.

<sup>1</sup>Prior Authorization Required. Refer to COC/SBN.

## What You Pay for Services

### Copays (\$) and Coinsurance (%) for Covered Health Care Services

Gender Dysphoria<sup>1</sup>

The amount you pay is based on where the covered health care service is provided or in the Prescription Drug Benefits Section.

Hospice Care<sup>1</sup>

10%\*

50%\*

Osteoporosis Treatment<sup>1</sup>

10%\*

50%\*

Reconstructive Procedures<sup>1</sup>

The amount you pay is based on where the covered health care service is provided.

Transplantation Services<sup>1</sup>

The amount you pay is based on where the covered health care service is provided.

*Network Benefits must be received from a Designated Provider.*

\* After the Annual Medical Deductible has been met.

<sup>1</sup>Prior Authorization Required. Refer to COC/SBN.



# Pharmacy Benefits

In Network

## Annual Pharmacy Deductible

Individual	See the Annual Medical Deductible section
Family	See the Annual Medical Deductible section

The Pharmacy Deductible is the amount you pay for pharmacy expenses per year before you begin to receive Pharmacy Benefits.

Annual Deductible - Network and Out-of-Network

Prescription Drug Product Tier Level	Up to a 31-day supply		Up to a 90-day supply
	Retail Network	Out-of-Network Pharmacy	Mail Order Network Pharmacy**
<b>Tier 1</b> \$	\$10*	\$10*	\$25*
<b>Tier 2</b> \$\$	\$35*	\$35*	\$87.50*
<b>Tier 3</b> \$\$\$	\$70*	\$70*	\$175*

\* After the Annual Medical Deductible has been met.

\*\* Only certain Prescription Drug Products are available through mail order; please visit myuhc.com® or call Customer Care at the telephone number on the back of your ID card for more information. If you choose to opt out of Mail Order Network Pharmacy but do not inform us, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product after the allowed number of fills at the Retail Network Pharmacy. You will be charged a retail Copayment and/or Coinsurance for 31 days or 2 times for 60 days based on the number of days supply dispensed for any Prescription Order or Refills sent to the mail order pharmacy. To maximize your Benefit, ask your Physician to write your Prescription Order or Refill for a 90-day supply, with refills when appropriate, rather than a 30-day supply with three refills.

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3.

If you are a member, you can find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging into your account on myuhc.com® or calling the Customer Care number on your ID card. If you are not a member, you can view prescription information at [welcometouhc.com](http://welcometouhc.com) > Benefits > Pharmacy Benefits.

## Here's an example of how the plan's costs come into play.

### 1 At the start of your plan year...

You're responsible for paying 100% of your covered health services until you reach your **deductible**, which is the amount you pay before your health plan pays a portion.

**YOU PAY 100%**

### 2 Once you reach your deductible...

Your health plan starts to share a percentage of costs (the allowed amounts, excluding copays) for covered health care services with you—this is your **coinsurance**.\*

**YOU PAY 20%\***

**YOUR PLAN PAYS 80%**

### 3 When you reach your out-of-pocket limit...

Your plan covers your costs (the allowed amount) at 100%. Your **out-of-pocket limit** is the most you'll pay for covered health services in a plan year—copays and coinsurance count toward this.

**YOUR PLAN PAYS 100%**

Along the way, you may also be required to pay a fixed amount (for example, \$15)—or **copay**—for covered health care services, such as seeing a provider or purchasing a prescription. You pay 100% of the copay, usually when you receive the service.

\* Your coinsurance may vary by service. This example is for illustrative purposes only.

## More ways to help manage your health plan and stay in the loop.



### Search the network to find doctors.

You can go to providers in and out of our network — but when you stay in network, you'll likely pay less for care. To get started:

- Go to [welcometouhc.com](http://welcometouhc.com) > **Benefits** > **Find a Doctor or Facility**.
- Choose **Search for a health plan**.
- Choose **Choice Plus** to view providers in the health plan's network.



### Manage your meds.

Look up your prescriptions using the Prescription Drug List (PDL). It places medications in tiers that represent what you'll pay, which may make it easier for you and your doctor to find options to help you save money.

- Go to [welcometouhc.com](http://welcometouhc.com) > **Benefits** > **Pharmacy Benefits**.
- Select **Advantage** to view the medications that are covered under your plan.



### Access your plan online.

With [myuhc.com](http://myuhc.com)®, you've got a personalized health hub to help you find a doctor, manage your claims, estimate costs and more.



### Get on-the-go access.

When you're out and about, the UnitedHealthcare® app puts your health plan at your fingertips. Download to find nearby care, video chat with a doctor 24/7, access your health plan ID card and more.

Good stuff that's good to know.

I dig it!

# Other important information about your benefits.

## Medical Exclusions

Services your plan generally does NOT cover. It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

- Acupuncture
- Bariatric Surgery
- Cosmetic Surgery
- Glasses
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Private-Duty Nursing
- Routine Foot Care
- Weight Loss Programs
- Dental Care (Adult/Child)
- Routine Eye Care (Adult/Child)

## Outpatient Prescription Drug Benefits

For Prescription Drug Products dispensed at a retail Network Pharmacy, you are responsible for paying the lowest of the following: 1) The applicable Copayment and/or Coinsurance; 2) The Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product; and 3) The Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from a mail order Network Pharmacy, you are responsible for paying the lower of the following: 1) The applicable Copayment and/or Coinsurance; and 2) The Prescription Drug Charge for that Prescription Drug Product. For an out-of-Network Pharmacy, your reimbursement is based on the Out-of-Network Reimbursement Rate, and you are responsible for the difference between the Out-of-Network Reimbursement Rate and the out-of-Network Pharmacy's Usual and Customary Charge.

See the Copayment and/or Coinsurance stated in the Benefit Information table for amounts. We will not reimburse you for any non-covered drug product.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Certain Prescription Drug Products for which Benefits are described under the Prescription Drug Rider are subject to step therapy requirements. In order to receive Benefits for such Prescription Drug Products you must use a different Prescription Drug Product(s) first. You may find out whether a Prescription Drug Product is subject to step therapy requirements by contacting us at [myuhc.com](http://myuhc.com) or the telephone number on your ID card.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product.

Certain Preventative Care Medications may be covered at zero costshare. You can get more information by contacting us at [myuhc.com](http://myuhc.com) or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how mail order Network Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at [myuhc.com](http://myuhc.com) or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy.

# Other important information about your benefits.

## Pharmacy Exclusions

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

- Prescription Drug Products dispensed outside the United States, except as required for Emergency treatment.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Experimental or Investigational or Unproven Services and medications.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- A Pharmaceutical Product for which Benefits are provided in your Certificate.
- Durable Medical Equipment, including insulin pumps and related supplies for the management and treatment of diabetes, for which Benefits are provided in your Certificate. Prescribed and non-prescribed outpatient supplies. This does not apply to diabetic supplies and inhaler spacers specifically stated as covered.
- General vitamins, except Prenatal vitamins, vitamins with fluoride, and single entity vitamins when accompanied by a Prescription Order or Refill.
- Medications used for cosmetic purposes.
- Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that we determine do not meet the definition of a Covered Health Care Service.
- Prescription Drug Products when prescribed to treat infertility unless required by state law.
- Certain Prescription Drug Products for tobacco cessation.
- Certain compounded drugs.
- Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare).
- Drugs available over-the-counter.
- Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by our PDL Management Committee.
- Growth hormone therapy unless required by state law.
- Any medication that is used for the treatment of erectile dysfunction or sexual dysfunction.
- Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, and prescription medical food products even when used for the treatment of Sickness or Injury, except as required by state mandate.
- Prescription Drug Products designed to adjust sleep schedules, such as for jet lag or shift work.
- Prescription Drug Products when prescribed as sleep aids.
- Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available.
- A Prescription Drug Product with either: an approved biosimilar, a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product.
- Diagnostic kits and products.
- Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.
- Certain Prescription Drug Products that are FDA approved as a package with a device or application, including smart package sensors and/or embedded drug sensors.

UnitedHealthcare does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you weren't treated fairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator:

**Online:** [UHC\\_Civil\\_Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

**Mail:** Civil Rights Coordinator  
UnitedHealthcare Civil Rights Grievance  
P.O. Box 30608, Salt Lake City, UT 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m. You can also file a complaint with the U.S. Dept. of Health and Human Services.

**Online:** <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at:

<http://www.hhs.gov/ocr/office/file/index.html>.

**Phone:** Toll-free 1-800-368-1019, 1-800-537-7697 (TDD)

**Mail:** U.S. Dept. of Health and Human Services,  
200 Independence Avenue, SW Room 509F, HHH Building  
Washington, D.C. 20201

We provide free services to help you communicate with us such as letters in others languages or large print. You can also ask for an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card.

**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card.

**ATENCIÓN:** Si habla español (**Spanish**), hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación.

**請注意:** 如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打會員卡所列的免付費會員電話號碼。

**XIN LƯU Ý:** Nếu quý vị nói tiếng Việt (**Vietnamese**), quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

**알림:** 한국어 (**Korean**)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

**PAALALA:** Kung nagsasalita ka ng Tagalog (**Tagalog**), may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numero ng telepono na nasa iyong identification card.

**ВНИМАНИЕ:** бесплатные услуги перевода доступны для людей, чей родной язык является русский (**Russian**). Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

**توضیحات:** خدمات ترجمه رایگان در اختیار شما می باشد. لطفاً با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

**ATANSYON:** Si w pale Kreyòl ayisyen (**Haitian Creole**), ou kapab benefisyè sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki sou kat idantifikasyon w.

**ATTENTION :** Si vous parlez français (**French**), des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro de téléphone gratuit figurant sur votre carte d'identification.

**UWAGA:** Jeżeli mówisz po polsku (**Polish**), udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer telefonu podany na karcie identyfikacyjnej.

**ATENÇÃO:** Se você fala português (**Portuguese**), contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

**ATTENZIONE:** in caso la lingua parlata sia l'italiano (**Italian**), sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

**ACHTUNG:** Falls Sie Deutsch (**German**) sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Rufnummer auf der Rückseite Ihres Mitgliedsausweises an.

**注意事項:** 日本語 (**Japanese**) を話される場合、無料の言語支援サービスをご利用いただけます。健康保険証に記載されているフリーダイヤルにお電話ください。

**توجه:** اگر زبان شما فارسی (**Farsi**) است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفاً با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

**ध्यान दें:** यदि आप हिंदी (**Hindi**) बोलते हैं, आपको भाषा सहायता सेवाएं, नि:शुल्क उपलब्ध हैं। कृपया अपने पहचान पत्र पर सूचीबद्ध टोल-फ्री फोन नंबर पर कॉल करें।

**CEEB TOOM:** Yog koj hais Lus Hmoob (**Hmong**), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj cim qhia tus kheej.

**ΠΡΟΣΟΧΗ :** Αν μιλάτε Ελληνικά (**Greek**), υπάρχει δωρεάν βοήθεια στη γλώσσα σας. Παρακαλείσθε να καλέσετε το δωρεάν αριθμό που θα βρείτε στην κάρτα ταυτότητας μέλους.

**PAKDAAR:** Nu saritaem ti Ilocano (**Ilocano**), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyan. Maidawat nga awagan iti toll-free a numero ti telepono nga nakalista ayan iti identification card mo.










**DÍI BAA'ÁKONÍNÍZIN:** Diné (**Navajo**) bizaad bee yániiti'go, saad bee áka'anida'awo'ígíí, t'áá jíik'eh, bee ná'ahóót'i'. T'áá shqodí ninaaltsoos nít'ízi bee nééhozinígíí bine'déé' t'áá jíik'ehgo béésh bee hane'i biká'ígíí bee hodiilnih.

**OGOW:** Haddii aad ku hadasho Soomaali (**Somali**), adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

**ગુજરાતી (Gujarati):** ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હો તો આપને ભાષાકીય મદદરૂપ સેવા વલના મુલ્યે પ્રાપ્ય છે. મહેરબાની કરી તમારા આઈડી કાર્ડની સૂચિ પર આપેલા સેમ્યે માટેના ટોલ-ફ્રી નંબર ઉપર કોલ કરો.

# Choice plan details, all in one place.

Use this benefit summary to learn more about this plan’s benefits, ways you can get help managing costs and how you may get more out of this health plan.

Check out what’s included in the plan		Choice
 <p><b>Network coverage only</b> You can usually save money when you receive care for covered health care services from network providers.</p>	<input checked="" type="checkbox"/>	
 <p><b>Network and out-of-network benefits</b> You may receive care and services from network and out-of-network providers and facilities – but staying in the network can help lower your costs.</p>	<input type="checkbox"/>	
 <p><b>Primary care physician (PCP) required</b> With this plan, you need to select a PCP – the doctor who plays a key role in helping manage your care. Each enrolled person on your plan will need to choose a PCP.</p>	<input type="checkbox"/>	
 <p><b>Referrals required</b> You’ll need referrals from your PCP before seeing a specialist or getting certain health care services.</p>	<input type="checkbox"/>	
 <p><b>Preventive care covered at 100%</b> There is no additional cost to you for seeing a network provider for preventive care.</p>	<input checked="" type="checkbox"/>	
 <p><b>Pharmacy benefits</b> With this plan, you have coverage that helps pay for prescription drugs and medications.</p>	<input checked="" type="checkbox"/>	
 <p><b>Tier 1 providers</b> Using Tier 1 providers may bring you the greatest value from your health care benefits. These PCPs and medical specialists meet national standard benchmarks for quality care and cost savings.</p>	<input type="checkbox"/>	
 <p><b>Freestanding centers</b> You may pay less when you use certain freestanding centers – health care facilities that do not bill for services as part of a hospital, such as MRI or surgery centers.</p>	<input type="checkbox"/>	
 <p><b>Health savings account (HSA)</b> With an HSA, you’ve got a personal bank account that lets you put money aside, tax-free. Use it to save and pay for qualified medical expenses.</p>	<input type="checkbox"/>	

This Benefit Summary is to highlight your Benefits. Don’t use this document to understand your exact coverage. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents govern. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

# Here's a more in-depth look at how Choice works.

## Medical Benefits

### In Network

Annual Medical Deductible	
Individual	\$1,000
Family	\$2,000

All individual deductible amounts will count toward the family deductible, but an individual will not have to pay more than the individual deductible amount.

You're responsible for paying 100% of your medical expenses until you reach your deductible. For certain covered services, you may be required to pay a fixed dollar amount - your copay.

Annual Out-of-Pocket Limit	
Individual	\$3,500
Family	\$7,000

All individual out-of-pocket maximum amounts will count toward the family out-of-pocket maximum, but an individual will not have to pay more than the individual out-of-pocket maximum amount.

Once you've met your deductible, you start sharing costs with your plan - coinsurance. You continue paying a portion of the expense until you reach your out-of-pocket limit. From there, your plan pays 100% of allowed amounts for the rest of the plan year.

## What You Pay for Services

### Copays (\$) and Coinsurance (%) for Covered Health Care Services

#### Network

#### Preventive Care Services

Preventive Care No copay

Includes services such as Routine Wellness Checkups, Immunizations, and Lab and X-ray services for Mammogram, Pap Smear, Prostate and Colorectal Cancer screenings.

Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a copay, co-insurance or deductible.

#### Office Services - Sickness & Injury

Primary Care Physician \$25 copay

Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery.

Specialist \$50 copay

Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery.

Urgent Care \$50 copay

Additional copays, deductible, or co-insurance may apply when you receive other services at the urgent care facility. For example, surgery.

\* After the Annual Medical Deductible has been met.

† Prior Authorization Required. Refer to COC/SBN.

## What You Pay for Services

### Copays (\$) and Coinsurance (%) for Covered Health Care Services

Network

Virtual Visits

No copay

*Benefits are available only when services are delivered through a Designated Virtual Network Provider. You can find a Designated Virtual Visit Network Provider by contacting us at myuhc.com<sup>®</sup> or the telephone number on your ID card. Access to Virtual Visits and prescription services may not be available in all states or for all groups.*

#### Emergency Care

Accidental Dental 20%\*

Emergency Ambulance 20%\*

*Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.*

Emergency Room<sup>†</sup> \$350 copay

Non-Emergency Ambulance 20%\*

*Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.*

#### Inpatient Care

Congenital Heart Disease Surgeries 20%\*

Hospital Inpatient Stays 20%\*

Inpatient Habilitative Services The amount you pay is based on where the covered health care service is provided.

*Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.*

Skilled Nursing Facility & Inpatient Rehabilitation Facility Services 20%\*

*Limited to 60 days per year.*

#### Outpatient Care

Habilitative Services \$25 copay

*For outpatient therapies (physical therapy, occupational therapy, speech therapy, post-cochlear implant aural therapy, cognitive therapy), limits will be the same as, and combined with those stated under Rehabilitation Services.*

*Visit limits do not apply to Autism Spectrum Disorder.*

Home Health Care 20%\*

*Limited to 60 visits per year. One visit equals up to four hours of skilled care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.*

\*After the Annual Medical Deductible has been met.

<sup>†</sup>Prior Authorization Required. Refer to COC/SBN.



## What You Pay for Services

### Copays (\$) and Coinsurance (%) for Covered Health Care Services

Network

Lab Testing No copay

*Limited to 18 Presumptive Drug Tests per year.*

*Limited to 18 Definitive Drug Tests per year.*

Major Diagnostic and Imaging 20%\*

Physician Fees for Surgical and Medical Services 20%\*

Rehabilitation Services \$25 copay

*Limited to:*

*20 visits of Manipulative Treatments*

*36 visits of cardiac rehabilitation therapy*

*20 visits of cognitive rehabilitation therapy*

*20 visits of occupational therapy*

*30 visits of post-cochlear implant aural therapy*

*20 visits of physical therapy*

*20 visits of pulmonary rehabilitation therapy*

*20 visits of speech therapy*

*Visit limits do not apply to Autism Spectrum Disorder.*

*Note: The first three network visits for any combination of physical therapy and Manipulative Treatment for new low back pain are not subject to any copay, co-insurance or deductible and subject to the annual visit limits.*

Scopic Procedures 20%\*

*Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.*

Surgery 20%\*

Therapeutic Treatments 20%\*

*Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.*

X-ray and other Diagnostic Testing No copay

### Supplies and Services

Diabetes Self-Management Items The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME), Orthotics and Supplies or in the Prescription Drug Benefits Section.

Diabetes Self-Management and Training The amount you pay is based on where the covered health care service is provided.

\*After the Annual Medical Deductible has been met.

†Prior Authorization Required. Refer to COC/SBN.

## What You Pay for Services

### Copays (\$) and Coinsurance (%) for Covered Health Care Services

Durable Medical Equipment, Orthotics and Supplies 20%\*

*Limited to a single purchase of a type of DME or orthotic every three years. Repair and/or replacement of DME or orthotics would apply to this limit in the same manner as a purchase. This limit does not apply to wound vacuums.*

Enteral Nutrition 20%\*

Hearing Aids 20%\*

*Limited to \$2,500 every year. Benefits are further limited to a single purchase per hearing impaired ear every three years. Repair and/or replacement of a hearing aid would apply to this limit in the same manner as a purchase.*

Ostomy Supplies 20%\*

*Limited to \$2,500 per year.*

Pharmaceutical Products 20%\*

*This includes medications given at a doctor's office, or in a covered person's home.*

Prosthetic Devices 20%\*

*Limited to a single purchase of each type of prosthetic device every three years. Repair and/or replacement of a prosthetic device would apply to this limit in the same manner as a purchase.*

Urinary Catheters 20%\*

#### Pregnancy

Maternity Services

The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the Hospital is the same as the mother's length of stay.

#### Mental Health Care & Substance Related and Addictive Disorder Services

Inpatient 20%\*

Outpatient \$50 copay

Partial Hospitalization 20%\*

#### Other Services

Bones or Joints of the Jaw and Facial Region 20%\*

Cellular or Gene Therapy

The amount you pay is based on where the covered health care service is provided.

*Cellular or Gene Therapy services must be received from a Designated Provider.*

Cleft Lip/Cleft Palate Treatment 20%\*

Clinical Trials

The amount you pay is based on where the covered health care service is provided.

Dental Services – Anesthesia and Hospitalization 20%\*

\*After the Annual Medical Deductible has been met.

†Prior Authorization Required. Refer to COC/SBN.

## What You Pay for Services

### Copays (\$) and Coinsurance (%) for Covered Health Care Services

	Network
Gender Dysphoria	The amount you pay is based on where the covered health care service is provided or in the Prescription Drug Benefits Section.
Hospice Care	20%*
Osteoporosis Treatment	20%*
Reconstructive Procedures	The amount you pay is based on where the covered health care service is provided.
Transplantation Services	The amount you pay is based on where the covered health care service is provided.

*Network Benefits must be received from a Designated Provider.*

\* After the Annual Medical Deductible has been met.

† Prior Authorization Required. Refer to COC/SBN.

# Pharmacy Benefits

In Network

Annual Pharmacy Deductible			
Individual	You do not have to pay a pharmacy deductible		
Family	You do not have to pay a pharmacy deductible		
Prescription Drug Product Tier Level	Up to a 31-day supply	Up to a 90-day supply	
	Retail Network	Mail Order Network Pharmacy**	
Tier 1 \$	\$10	\$25	
Tier 2 \$\$	\$35	\$87.50	
Tier 3 \$\$\$	\$70	\$175	

\* After the Annual Medical Deductible has been met.

\*\* Only certain Prescription Drug Products are available through mail order; please visit myuhc.com® or call Customer Care at the telephone number on the back of your ID card for more information. If you choose to opt out of Mail Order Network Pharmacy but do not inform us, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product after the allowed number of fills at the Retail Network Pharmacy. You will be charged a retail Copayment and/or Coinsurance for 31 days or 2 times for 60 days based on the number of days supply dispensed for any Prescription Order or Refills sent to the mail order pharmacy. To maximize your Benefit, ask your Physician to write your Prescription Order or Refill for a 90-day supply, with refills when appropriate, rather than a 30-day supply with three refills.

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3.

If you are a member, you can find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging into your account on myuhc.com® or calling the Customer Care number on your ID card. If you are not a member, you can view prescription information at welcome.touhc.com > Benefits > Pharmacy Benefits.

## Here's an example of how the plan's costs come into play.

### 1 At the start of your plan year...

You're responsible for paying 100% of your covered health services until you reach your **deductible**, which is the amount you pay before your health plan pays a portion.

YOU PAY 100%

### 2 Once you reach your deductible...

Your health plan starts to share a percentage of costs (the allowed amounts, excluding copays) for covered health care services with you—this is your **coinsurance**.\*

YOU PAY 20%\*

YOUR PLAN PAYS 80%

### 3 When you reach your out-of-pocket limit...

Your plan covers your costs (the allowed amount) at 100%. Your **out-of-pocket limit** is the most you'll pay for covered health services in a plan year—copays and coinsurance count toward this.

YOUR PLAN PAYS 100%

Along the way, you may also be required to pay a fixed amount (for example, \$15)—or **copay**—for covered health care services, such as seeing a provider or purchasing a prescription. You pay 100% of the copay, usually when you receive the service.

\* Your coinsurance may vary by service. This example is for illustrative purposes only.

## More ways to help manage your health plan and stay in the loop.



### Search the network to find doctors.

You can go to providers in and out of our network — but when you stay in network, you'll likely pay less for care. To get started:

- Go to [welcometouhc.com](http://welcometouhc.com) > **Benefits** > **Find a Doctor or Facility**.
- Choose **Search for a health plan**.
- Choose **Choice** to view providers in the health plan's network.



### Manage your meds.

Look up your prescriptions using the Prescription Drug List (PDL). It places medications in tiers that represent what you'll pay, which may make it easier for you and your doctor to find options to help you save money.

- Go to [welcometouhc.com](http://welcometouhc.com) > **Benefits** > **Pharmacy Benefits**.
- Select **Advantage** to view the medications that are covered under your plan.



### Access your plan online.

With [myuhc.com](http://myuhc.com)®, you've got a personalized health hub to help you find a doctor, manage your claims, estimate costs and more.



### Get on-the-go access.

When you're out and about, the UnitedHealthcare® app puts your health plan at your fingertips. Download to find nearby care, video chat with a doctor 24/7, access your health plan ID card and more.

Good stuff that's good to know.

I dig it!

# Other important information about your benefits.

## Medical Exclusions

Services your plan generally does NOT cover. It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

- Acupuncture
- Bariatric Surgery
- Cosmetic Surgery
- Glasses
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Private-Duty Nursing
- Routine Foot Care
- Weight Loss Programs
- Dental Care (Adult/Child)
- Routine Eye Care (Adult/Child)

## Outpatient Prescription Drug Benefits

For Prescription Drug Products dispensed at a retail Network Pharmacy, you are responsible for paying the lowest of the following: 1) The applicable Copayment and/or Coinsurance; 2) The Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product; and 3) The Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from a mail order Network Pharmacy, you are responsible for paying the lower of the following: 1) The applicable Copayment and/or Coinsurance; and 2) The Prescription Drug Charge for that Prescription Drug Product. For an out-of-Network Pharmacy, your reimbursement is based on the Out-of-Network Reimbursement Rate, and you are responsible for the difference between the Out-of-Network Reimbursement Rate and the out-of-Network Pharmacy's Usual and Customary Charge.

See the Copayment and/or Coinsurance stated in the Benefit Information table for amounts. We will not reimburse you for any non-covered drug product.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Certain Prescription Drug Products for which Benefits are described under the Prescription Drug Rider are subject to step therapy requirements. In order to receive Benefits for such Prescription Drug Products you must use a different Prescription Drug Product(s) first. You may find out whether a Prescription Drug Product is subject to step therapy requirements by contacting us at [myuhc.com](http://myuhc.com) or the telephone number on your ID card.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product.

Certain Preventative Care Medications may be covered at zero costshare. You can get more information by contacting us at [myuhc.com](http://myuhc.com) or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how mail order Network Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at [myuhc.com](http://myuhc.com) or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy.

# Other important information about your benefits.

## Pharmacy Exclusions

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

- A Prescription Drug Product with either: an approved biosimilar, a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product.
- Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that we determine do not meet the definition of a Covered Health Care Service.
- Certain compounded drugs.
- Medications used for cosmetic purposes.
- Diagnostic kits and products.
- Durable Medical Equipment, including insulin pumps and related supplies for the management and treatment of diabetes, for which Benefits are provided in your Certificate. Prescribed and non-prescribed outpatient supplies. This does not apply to diabetic supplies and inhaler spacers specifically stated as covered.
- Any medication that is used for the treatment of erectile dysfunction or sexual dysfunction.
- Prescription Drug Products dispensed outside the United States, except as required for Emergency treatment.
- Experimental or Investigational or Unproven Services and medications.
- Certain Prescription Drug Products that are FDA approved as a package with a device or application, including smart package sensors and/or embedded drug sensors.
- Growth hormone therapy unless required by state law.
- Prescription Drug Products when prescribed to treat infertility unless required by state law.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by our PDL Management Committee.
- Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, and prescription medical food products even when used for the treatment of Sickness or Injury, except as required by state mandate.
- Drugs available over-the-counter.
- A Pharmaceutical Product for which Benefits are provided in your Certificate.
- Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.
- Prescription Drug Products when prescribed as sleep aids.
- Prescription Drug Products designed to adjust sleep schedules, such as for jet lag or shift work.
- Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available.
- Certain Prescription Drug Products for tobacco cessation.
- General vitamins, except Prenatal vitamins, vitamins with fluoride, and single entity vitamins when accompanied by a Prescription Order or Refill.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare).

UnitedHealthcare does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you weren't treated fairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator:

**Online:** [UHC\\_Civil\\_Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

**Mail:** Civil Rights Coordinator  
UnitedHealthcare Civil Rights Grievance  
P.O. Box 30608, Salt Lake City, UT 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m. You can also file a complaint with the U.S. Dept. of Health and Human Services.

**Online:** <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at:  
<http://www.hhs.gov/ocr/office/file/index.html>.

**Phone:** Toll-free 1-800-368-1019, 1-800-537-7697 (TDD)

**Mail:** U.S. Dept. of Health and Human Services,  
200 Independence Avenue, SW Room 509F, HHH Building  
Washington, D.C. 20201

We provide free services to help you communicate with us such as letters in others languages or large print. You can also ask for an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card.

**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card.

**ATENCIÓN:** Si habla español (**Spanish**), hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación.

**請注意:** 如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打會員卡所列的免付費會員電話號碼。

**XIN LƯU Ý:** Nếu quý vị nói tiếng Việt (**Vietnamese**), quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

**알림:** 한국어 (**Korean**)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

**PAALALA:** Kung nagsasalita ka ng Tagalog (**Tagalog**), may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numero ng telepono na nasa iyong identification card.

**ВНИМАНИЕ:** Бесплатные услуги перевода доступны для людей, чей родной язык является русский (**Russian**). Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

**فيوغلللا قذعاسملا تامدخ ناف، (Arabic) ذيبرعلا شذحتت تنك اذا: هيبت**  
يلع جردملا ايناجملا فتاطا مقرب لاصتالا يجرى. لكل عحاتم ذيناجملا  
لئب قصاخلا فيرعتلا ققاطب

**ATANSYON:** Si w pale Kreyòl ayisyen (**Haitian Creole**), ou kapab benefisyè sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki sou kat idantifikasyon w.

**ATTENTION :** Si vous parlez français (**French**), des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro de téléphone gratuit figurant sur votre carte d'identification.

**UWAGA:** Jeżeli mówisz po polsku (**Polish**), udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer telefonu podany na karcie identyfikacyjnej.

**ATENÇÃO:** Se você fala português (**Portuguese**), contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

**ATTENZIONE:** in caso la lingua parlata sia l'italiano (**Italian**), sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

**ACHTUNG:** Falls Sie Deutsch (**German**) sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Rufnummer auf der Rückseite Ihres Mitgliedsausweises an.

**注意事項:** 日本語 (**Japanese**) を話される場合、無料の言語支援サービスをご利用いただけます。健康保険証に記載されているフリーダイヤルにお電話ください。

**توجه:** اگر زبان شما فارسی (**Farsi**) است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفا با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

**ध्यान दें:** यदि आप हिंदी (**Hindi**) बोलते हैं, आपको भाषा सहायता सेवाएं, नि:शुल्क उपलब्ध हैं। कृपया अपने पहचान पत्र पर सूचीबद्ध टोल-फ्री फोन नंबर पर कॉल करें।

**CEEB TOOM:** Yog koj hais Lus Hmoob (**Hmong**), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj cim qhia tus kheej.

**ΠΡΟΣΟΧΗ :** Αν μιλάτε Ελληνικά (**Greek**), υπάρχει δωρεάν βοήθεια στη γλώσσα σας. Παρακαλείστε να καλέσετε το δωρεάν αριθμό που θα βρείτε στην κάρτα ταυτότητας μέλους.

**PAKDAAR:** Nu saritaem ti Ilocano (**Ilocano**), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Maidawat nga awagan iti toll-free a numero ti telepono nga nakalista ayan iti identification card mo.

**DÍI BAA'ÁKONÍNÍZIN:** Diné (**Navajo**) bizaad bee yániit'í go. saad bee áka'anída'awo'ígíí, t'áá jíik'eh, bee ná'ahóót'í. T'áá shóodí ninaaltsoos nit'ízi bee nééhozinígíí bine'déé' t'áá jíik'ehgo béesh bee hane'í biká'ígíí bee hodiílnih.

**OGOW:** Haddii aad ku hadasho Soomaali (**Somali**), adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

**ગુજરાતી (Gujarati):** ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હો તો આપને ભાષાકીય મદદરૂપ સેવા વગરના મૂલ્યે પ્રાપ્ય છે. મહેરબાની કરી તમારા આઈડી કાર્ડની સૂચિપર આપેલા સેભ્ય મોટેના ટોલ-ફ્રી નંબર ઉપર કોલ કરો.

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## Questions? Concerns?

Help Page 80

Call weekdays, 7:00 AM to 8:30 PM, EST.



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# Welcome

Dear TOWN OF SURFSIDE Employee,

We are happy to have been chosen by TOWN OF SURFSIDE to be the provider of your employee benefits this year. For over 150 years, we have helped millions of people plan, secure and look after their families. We believe that life's unexpected surprises should be met with the support, guidance and understanding of someone who truly cares. And, we understand the power of help. It's why we go above and beyond to do what's right for you.

With Guardian® coverage you get:

- Affordable group rates
- Convenient payroll deduction
- Benefits for your unique needs

Take advantage of the benefits offered to you at work. Feel secure knowing that you have the coverage you need from a trusted provider and that it's there when you need it most.

Guardian

GUARDIAN® is a registered trademark of The Guardian Life Insurance Company of America®. Insurance products are underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage.

2018-71635 (12/20)

**Dental Benefit Summary**

**Group Number:** 00516368

**A Dental insurance plan through Guardian:**

- Provides coverage for key preventive services such as regular checkups and cleanings to keep you and your family healthy
- Helps offset potentially expensive dental procedures, such as crowns and fillings
- Gives you access to one of the nation's largest dental networks so care is convenient to you
- Makes it easy to find a high quality certified network dentist by accessing guardiananytime.com or Guardian's find a provider mobile app
- Fast and easy claim payments

**About Your Benefits:**

**Option 1: DHMO** plan, you enjoy negotiated discounts from our network dentists. You pay a fixed copay for each covered service. Out-of-network visits are not covered.

**Option 2: PPO** plan, you can visit any dentist; but you pay less out-of-pocket when you choose a PPO dentist. Out-of-network benefits are based on a percentile of the prevailing fee data for the dentist's zip code.

Your Dental Plan	Option 1: DHMO	Option 2: PPO	
<b>Your Network is</b>	Guardian	DentalGuard Preferred	
<b>Your Bi-weekly premium</b>	<b>\$0.00</b>	<b>\$7.74</b>	
You and Spouse/Domestic Partner	\$1.52	\$31.27	
You and Child(ren)	\$5.42	\$41.28	
You, Spouse/Domestic Partner and Child(ren)	\$12.49	\$62.61	
<b>Calendar year deductible</b>		<i>In-Network</i>	<i>Out-of-Network</i>
Individual	No deductible	\$50	\$50
Family limit		3 per family	
Waived for		Preventive	Preventive
<b>Charges covered for you (co-insurance)</b>	<i>Network only</i>	<i>In-Network</i>	<i>Out-of-Network</i>
Preventive Care	You pay a copay for each covered procedure. See "Plan Details", for more information.	100%	100%
Basic Care		90%	80%
Major Care		60%	50%
Orthodontia		50%	50%
<b>Annual Maximum Benefit</b>		\$2000	\$2000
<b>Maximum Rollover</b>	Maximum Rollover is not applicable for this plan type.	Yes	
Rollover Threshold		\$800	
Rollover Amount		\$400	
Rollover In-network Amount		\$600	
Rollover Account Limit		\$1500	
<b>Lifetime Orthodontia Maximum</b>	Not Applicable	\$1500	
<b>Office visit copay</b>	\$0	None	
<b>Dependent Age Limits</b>	26 *	26 *	

\***Family coverage** for spouse and children if the child is dependent upon the employee for support and is: (i) living in the employee's household; or (ii) a full-time or part-time student.

## A Sample of Services Covered by Your Plan:

		Option 1: DHMO	Option 2: PPO	
		You Pay	Plan pays (on average)	
		Network only	In-network	Out-of-network
Preventive Care	Cleaning (prophylaxis)	\$0	100%	100%
	Frequency:	2 times in 12 months <sup>^</sup>		2 in 12 Months
	Fluoride Treatments	\$0	100%	100%
	Limits:	No Age Limits		Under Age 19
	Oral Exams	\$0	100%	100%
	Sealants (per tooth)	\$0	100%	100%
	X-rays	\$0	100%	100%
Basic Care	Anesthesia*	Restrictions Apply	90%	80%
	Fillings‡	\$0	90%	80%
	Perio Surgery	\$200-380	90%	80%
	Periodontal Maintenance	\$0	90%	80%
	Frequency:	2 times in 12 months <sup>^</sup>		Once Every 6 Months
		(Standard)		
	Root Canal	\$120-270	90%	80%
Major Care	Scaling & Root Planing (per quadrant)	\$0	90%	80%
	Simple Extractions	\$0	90%	80%
	Surgical Extractions	\$30-200	90%	80%
	Bridges and Dentures	\$381-575	60%	50%
	Inlays, Onlays, Veneers**	\$250-370	60%	50%
Orthodontia	Repair & Maintenance of Crowns, Bridges & Dentures	\$0-160	60%	50%
	Single Crowns	\$375	60%	50%
	Orthodontia	\$1,500-2,800	50%	50%
	Limits:	Adults & Child(ren)		Child(ren)
Cosmetic Care	Bleaching	\$165	Not Covered	Not Covered

This is only a partial list of dental services. Your certificate of benefits will show exactly what is covered and excluded. \*\*For PPO and or Indemnity members, Crowns, Inlays, Onlays and Labial Veneers are covered only when needed because of decay or injury or other pathology when the tooth cannot be restored with amalgam or composite filling material. When Orthodontia coverage is for "Child(ren)" only, the orthodontic appliance must be placed prior to the age limit set by your plan; If full-time status is required by your plan in order to remain insured after a certain age; then orthodontic maintenance may continue as long as full-time student status is maintained. If Orthodontia coverage is for "Adults and Child(ren)" this limitation does not apply. \*General Anesthesia – restrictions apply. ‡For PPO and or Indemnity members, Fillings – restrictions may apply to composite fillings. (^Additional cleanings are available for an additional co-pay).

*This document is a summary of the major features of the referenced insurance coverage. It is intended for illustrative purposes only and does not constitute a contract. The insurance plan documents, including the policy and certificate, comprise the contract for coverage. The full plan description, including the benefits and all terms, limitations and exclusions that apply will be contained in your insurance certificate. The plan documents are the final arbiter of coverage. Coverage terms may vary by state and actual sold plan. The premium amounts reflected in this summary are an approximation; if there is a discrepancy between this amount and the premium actually billed, the latter prevails.*

### Manage Your Benefits:

Go to [www.GuardianAnytime.com](http://www.GuardianAnytime.com) to access secure information about your Guardian benefits including access to an image of your ID Card. Your on-line account will be set up within 30 days after your plan effective date..

### Find A Dentist:

Visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com)  
Click on "Find A Provider"; You will need to know your plan, which can be found on the first page of your dental benefit summary.

### Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00516368

**Please call the Guardian Helpline if you need to use your benefits within 30 days of plan effective date. Please note, self-serve options over the phone or online at Guardian Anytime are not available until the case is fully implemented, please wait to speak to a live agent when calling the Guardian Helpline.**

## EXCLUSIONS AND LIMITATIONS

- **Important Information about Guardian's DentalGuard Indemnity and DentalGuard Preferred Network PPO plans:** This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), orthodontia (unless expressly provided for), cosmetic or experimental treatments (unless they are expressly provided for), any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # GP-1-DG2000 et al.
- This policy provides dental coverage only. This policy provides managed care dental benefits through a network of participating general dentists and specialty care dentists. Except for limited emergency services, benefits will be provided for services provided by the primary care dentist selected by the member. The member must pay the primary care dentist a patient charge/copayment for most covered services. No benefits will be paid for treatment by a specialist unless the patient is referred by his or her primary care dentist and the referral is approved under the policy. Only those services listed in the policy's schedule of benefits are covered. Certain services are subject to frequency or other periodic limitations. Where orthodontic benefits are specifically included, the policy provides for one course of comprehensive treatment per member. Unless specifically included, the Managed Dental Care policy does not provide orthodontic benefits if comprehensive orthodontic treatment or retention is in progress as of the member's effective date under the Managed Dental Care policy. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The applicable Managed Dental Care documents are the final arbiter of coverage. See your Certificate for complete specifics of all Exclusions and Limitations. All products, unless otherwise noted, are underwritten by The Guardian Life Insurance Company of America ("Guardian") or one of the following wholly-owned Guardian subsidiaries: Managed Dental Care (CA); First Commonwealth Insurance Company (IL); First Commonwealth Limited Health Services Corporation (IN); First Commonwealth Limited Health Services Corporation of Michigan (MI); First Commonwealth of Missouri, Inc. (MO) and Managed DentalGuard, Inc. (NJ, OH and TX). Any reference to a specific product type, including but not limited to "DHMO" or "Prepaid" is not intended to refer to a specific state license designation, but rather is merely intended to refer to a general product design. Such DHMO, or prepaid products, are licensed in the applicable jurisdiction. In addition, certain products are underwritten by Dominion Dental Services, Inc. (DC, DE, MD, PA and VA) and LIBERTY Dental Plan of Nevada, Inc. (NV). Please see the applicable policy forms for details. In the event of conflict between this brochure and the policy forms, the policy forms shall control.
- **PPO and or Indemnity Special Limitation:** Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan. R3-DG2000

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# MANAGED DENTALGUARD

## CA, CO, FL, IL, IN, MI, MO, NJ, NY, and OH

### FINE PRINT

**(For MDG Plans U10G, U11G, U20G, U21G, U30G, U31G, U40G, U41G, U50G, U51G, U60G, U61G, U10M, U11M, U20M, U21M, U30M, U31M, U40M, U41M, U50M, U51M, U60M, and U61M)**

Managed DentalGuard (Guardian, First Commonwealth, Managed Dental Care, Managed DentalGuard, MDG) (Us; We) combines broad dental coverage with a number of cost-saving features for you and your family. Many procedures are covered at no cost to you. There are no claim forms to complete, no deductibles and no yearly maximums.

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#### **Emergency Dental Services (Applicable in CA, CO, FL, NJ and OH only)**

The MDG network also provides for emergency dental services 24 hours a day, 7 days a week, to all Members. A Member should contact his or her selected Primary Care Dentist (PCD), who will arrange for such care.

A Member may require emergency dental services when he or she is unable to obtain services from his or her PCD. The Member should contact his or her PCD for a referral to another Dentist or contact Us for an authorization to obtain services from another Dentist. The Member must submit to Us: (a) the bill incurred as a result of the emergency; (b) evidence of payment; and (c) a brief explanation of the emergency. This should be done within 60 days or as soon as reasonably possible. We will reimburse the Member for the cost of covered emergency dental services, less the applicable Patient Charge(s).

When emergency dental services are provided by a dentist other than the Member's assigned PCD, and without referral by the PCD or authorization by Us, coverage is limited to the benefit for palliative treatment (code D9110) only.

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#### **Emergency Dental Services (Applicable in IL, IN, MI, and MO only)**

Emergency Dental Services means only covered, bona fide emergency services which are reasonably necessary to relieve the sudden onset of severe pain, fever, swelling serious bleeding or severe discomfort, or to prevent the imminent loss of teeth. Services related to the initial emergency condition but not required specifically to relieve pain, discomfort, bleeding or swelling or to prevent imminent tooth loss, including services performed at the emergency visit and services performed at subsequent visits, are not considered emergency dental services.

A Member should contact his or her PCD who will arrange for Emergency Dental Services. All PCDs are required to have arrangements for Emergency Dental Services 24 hours a day, 7 days a week.

A Member may require Emergency Dental Services when he or she is unable to obtain services from his or her PCD. The Member should contact his or her PCD for a referral to another dentist or contact First Commonwealth's Member Services Department for an authorization to obtain services from another dentist. The Member must submit to First Commonwealth: (a) the bill incurred as a result of the emergency; (b) evidence of payment; and (c) a brief explanation of the emergency. This should be done within 30 days or as soon as reasonably possible. First Commonwealth will reimburse the Member for the cost of Emergency Dental Services, less the applicable Patient Charge(s).

When Emergency Dental Services are provided by a dentist other than the Member's assigned PCD, and without referral by the PCD or authorization by First Commonwealth, coverage is limited to the benefit for palliative treatment (code D9110) only.

Follow-up care, if needed, should be provided by the Member's PCD.

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#### **Emergency Dental Services (Applicable in NY only)**

We provide for Emergency Dental Services 24 hours a day, 7 days a week, to all Members. A Member should contact his or her selected and assigned PCD, who will make arrangements for such care. If the Member is unable to reach his or her PCD in an emergency during normal business hours, he or she must contact our Member Services Department for instructions. If the Member is not able to reach his or her PCD in an emergency after normal business hours, the Member may seek Emergency Dental Services from any dentist. Then, within 2 business days, he or she should call Guardian to advise of the emergency claim. The Member must submit to Guardian: (a) the bill incurred as a result of the emergency; (b) evidence of payment; (c) a brief explanation of the

emergency; and (d) a description of the attempt to reach his or her PCD. This must be done within 90 days, or as soon as is reasonably possible. Guardian will reimburse the Member for 50% of the cost of the Emergency Dental Services.

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#### **General Guidelines For Alternative Procedures**

There may be a number of accepted methods of treating a specific dental condition. When a Member selects an alternative procedure over the service recommended by the PCD, the Member must pay the difference between the PCD's usual charges for the recommended service and the alternative procedure. He or she will also have to pay the applicable Patient Charge for the recommended service.

When the Member selects a posterior composite restoration as an alternative procedure to a recommended amalgam restoration, the alternative procedure policy does not apply.

When the Member selects an extraction as an alternative procedure to root canal therapy, the alternative procedure does not apply.

When the PCD recommends a crown, the alternative procedure policy does not apply, regardless of the type of crown placed. The type of crown includes, but is not limited to: (a) a full metal crown; (b) a porcelain fused to metal crown; or (c) a porcelain crown. The Member must pay the applicable Patient Charge for the crown actually placed.

The Plan provides for the use of noble, high noble and base metals for inlays, onlays, crowns, and fixed bridges. When high noble metal is used, the Member will pay an additional amount for the actual cost of the high noble metal. In addition, the Member will pay the usual Patient Charge for the inlay, onlay, crown or fixed bridge. The total Patient Charges for the high noble metal may not exceed the actual lab bill for the service.

In all cases when there is more than one course of treatment available, a full disclosure of all the options must be given to the Member before treatment begins. The PCD should present the Member with the treatment plan in writing before treatment begins, to assure that there is no confusion over what he or she must pay.

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#### **General Guidelines For Alternative Treatment By The PCD**

There may be a number of accepted methods for treating a specific dental condition. In all cases where there are more than one course of treatment available, a full disclosure of all the options must be given the Member before treatment begins. The PCD should present the Member with a written treatment plan, including treatment costs, before treatment begins, to minimize the potential for confusion over what the Member should pay, and to fully document informed consent.

- If any of the recommended alternate services are selected by the Member and not covered under the Plan, then the Member must pay the PCD's usual charge for the recommended alternate service.
- If any treatment is specifically not recommended by the PCD (i.e., the PCD determines it is not an appropriate service for the condition being treated), then the PCD is not obliged to provide that treatment even if it is a covered service under the Plan.

Members can request and receive a second opinion by contacting Member Services in the event they have questions regarding the recommendations of the PCD or Participating Specialty Care Dentist.

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#### **Crowns, Bridges and Dentures**

A crown is a covered service when it is recommended by a PCD. The replacement of a crown or bridge is not covered within 5 years of the original placement under the Plan. The replacement of a partial or complete denture is covered only if the existing denture cannot be made satisfactory by relining, rebase or repair. Construction of new dentures may not exceed one each in any 5-year period from the date of previous placement under the Plan. Immediate dentures are not subject to the 5-year limitation.

The benefit for complete dentures includes all usual post-delivery care including adjustments for 6 months after insertion. The benefit for immediate dentures: (a) includes limited follow-up care only for 6 months; and (b) does not include required future permanent rebasing or relining procedures or a complete new denture.

Porcelain crowns and/or porcelain fused to metal crowns are covered on anterior, bicuspid and molar teeth when recommended by the PCD.

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#### **Multiple Crown and Bridge Unit Treatment Fee**

When a Member's treatment plan includes six (6) or more covered units of crown and/or bridge to restore teeth or replace missing teeth, the Member will be responsible for the Patient Charge for each unit of crown or bridge, plus an additional charge per unit as shown in the Covered Dental Services and Patient Charges section.

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### **Pediatric Specialty Services**

If, during a PCD visit, a Member under age eight (8) is unmanageable, the PCD may refer the Member to a Participating Pediatric Specialty Care Dentist for the current treatment plan only. Following completion of the approved pediatric treatment plan, the Member must return to the PCD for further services. If necessary, We must first authorize subsequent referrals to the Participating Specialty Care Dentist. Any services performed by a Pediatric Specialty Care Dentist after the Member's eighth (8<sup>th</sup>) birthday will not be covered, and the Member will be responsible for the Pediatric Specialty Care Dentist's usual fees.

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### **Second Opinion Consultation (Not applicable in CA):**

A Member may wish to consult another Dentist for a second opinion regarding services recommended or performed by: (a) his or her PCD; or (b) a Participating Specialty Care Dentist through an authorized referral. To have a second opinion consultation covered by Us, the Member must call or write Member Services for prior authorization. We only cover a second opinion consultation when the recommended services are otherwise covered under the Plan.

A Member Services Representative will help the Member identify a Participating Dentist to perform the second opinion consultation. The Member may request a second opinion with a Non-Participating General Dentist or Specialty Care Dentist. The Member Services Representative will arrange for any available records or radiographs and the necessary second opinion form to be sent to the consulting Dentist. The second opinion consultation shall have the applicable Patient Charge for code D9310.

Third opinions are not covered unless requested by Us. If a third opinion is requested by the Member, the Member is responsible for the payment. Exceptions will be considered on an individual basis, and must be approved in writing by Us.

The Plan's benefit for a second opinion consultation is limited to \$50.00. If a Participating Dentist is the consultant dentist, the Member is responsible for the applicable Patient Charge for code D9310. If a Non-Participating Dentist is the consultant dentist, the Member must pay the applicable Patient Charge for code D9310 and any portion of the Non-Participating Dentist's fee over \$50.00.

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### **Second Opinion Consultation (Applicable in CA only):**

A Member may wish to consult another Dentist for a second opinion regarding services recommended or performed by: (a) his or her PCD; or (b) a Participating Specialty Care Dentist through an authorized referral. To have a second opinion consultation covered by Us, the Member must call or write Member Services for prior authorization. We only cover a second opinion consultation when the recommended services are otherwise covered under the Plan.

Plan will review and approve second opinions if there are questions regarding the following:

- The reasonableness or necessity of a recommended surgical procedure.
- Diagnosis or plan of care, including once care has been initiated.
- Treatment in progress.

Authorization or denial will be provided in an expeditious manner. The Member will be notified in writing if the second opinion is denied and reason for denial will be included. The Member will have the right to file a grievance with the Plan.

A Member Services Representative will help the Member identify a Participating Dentist to perform the second opinion consultation. The Member may request a second opinion with a Non-Participating General Dentist or Specialty Care Dentist. The Member Services Representative will arrange for any available records or radiographs and the necessary second opinion form to be sent to the consulting dentist. Authorizations for second opinions are valid for sixty (60) days from the date of approval. Once the second opinion consultation is completed and the Second Opinion Form is returned to the Member Services Representative, you and your dentist will receive a copy of the findings and recommendations.

You may appeal a denial for a second opinion to:

Managed Dental Care (MDC)  
Grievance Committee  
21255 Burbank Boulevard Suite 120  
Woodland Hills, CA 91367

The appeal will be reviewed through the Plan's grievance process on the basis of the necessity of the treatment and/or specialty procedure being recommended. Appeals are reviewed on the basis of all available dental records and the input of the referring dentist. All appeals for the necessity of a second opinion are reviewed by a dentist having appropriate clinical background, as determined by MDC's Dental Director. Second opinions that have not received prior authorization and are for non-covered services are excluded.



MDC has a written policy describing the timeline for second opinions and how we administer the second opinion program. You may request a complete copy of MDC's written policy by contacting the Member Services Department at 800-273-3330, or by mail at P.O. Box 4391, Woodland Hills, CA 91367.

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#### **Noble and High Noble Metals**

The Plan provides for the use of noble metals for inlays, onlays, crowns, and fixed bridges. When high noble metal (including "gold") is used, the Member will be responsible for the Patient Charge for the inlay, onlay, crown, or fixed bridge, plus an additional charge equal to the actual laboratory cost of the high noble metal.

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#### **General Anesthesia / IV Sedation**

General anesthesia / IV sedation – General anesthesia or IV sedation is limited to services provided by a Participating Oral Surgery Specialty Care Dentist. Not all Participating Oral Surgery Specialty Care Dentists offer these services. The Member is responsible to identify and receive services from a Participating Oral Surgery Specialty Care Dentist willing to provide general anesthesia or IV sedation.

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#### **Office Visit Charges**

Office visit Patient Charges that are the Member's responsibility after the employer's Group Plan has been in effect for three (3) full years, will be paid to the PCD by Us.

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#### **Orthodontic Treatment**

The Plan covers orthodontic services as listed under Covered Dental Services and Patient Charges section. Coverage is limited to one course of treatment per Member. We must preauthorize treatment, and treatment must be performed by a Participating Orthodontic Specialty Care Dentist.

The Plan covers, up to, twenty-four (24) months of comprehensive orthodontic treatment. If treatment beyond twenty-four (24) months is necessary, the Member will be responsible for each additional month of treatment, based upon the Participating Orthodontic Specialty Care Dentist's contracted fee.

Except as described under the Treatment in Progress – Orthodontic Treatment and Treatment in Progress – Takeover Benefit for Orthodontic Treatment, orthodontic services are not covered if comprehensive treatment begins before the Member is eligible for benefits under the Plan. If a Member's coverage terminates after the fixed banding appliances are inserted, the Participating Orthodontic Specialty Care Dentist may prorate his or her usual fee over the remaining months of treatment. The Member is responsible for all payments to the Participating Orthodontic Specialty Care Dentist for services after the termination date. Retention services are covered at the Patient Charge shown in the Covered Dental Services and Patient Charges section only following a course of comprehensive orthodontic treatment started and completed under this Plan. (This paragraph is not applicable in MI).

If a Member's coverage terminates after the fixed banding appliances are inserted, the Participating Orthodontic Specialty Care Dentist may prorate his or her usual fee over the remaining months of treatment. The Member is responsible for all payments to the Participating Orthodontic Specialty Care Dentist for services after the termination date. (This paragraph is applicable in MI only).

If a Member transfers to another Orthodontic Specialty Care Dentist after authorized comprehensive orthodontic treatment has started under this Plan, the Member must pay any additional costs associated with the change in Orthodontic Specialty Care Dentist and subsequent treatment.

The benefit for the treatment plan and records includes initial records and any interim and final records. The benefit for comprehensive orthodontic treatment covers the fixed banding appliances and related visits only. The Member must pay for any additional fixed or removable appliances. The benefit for orthodontic retention is limited to twelve (12) months and covers any and all necessary fixed and removable appliances and related visits. Retention services are covered only following a course of comprehensive orthodontic treatment covered under the Plan. Limited orthodontic treatment and interceptive (Phase I) treatment are not covered. (This paragraph is not applicable in MI).

The benefit for the treatment plan and records includes initial records and any interim and final records. The benefit for comprehensive orthodontic treatment covers the fixed banding appliances and related visits only. Additional fixed or removable appliances will be the Member's responsibility. The benefit for orthodontic retention is limited to twelve (12) months and covers any and all necessary fixed and removable appliances and related visits. Retention services are covered at the Patient Charge shown in the Covered Dental Services and Patient Charges section only following a course of comprehensive orthodontic treatment covered under the Plan. Limited orthodontic treatment and interceptive (Phase I) treatment are not covered. (This paragraph is applicable in MI only).

The Plan does not cover any incremental charges for non-standard orthodontic appliances or those made with clear, ceramic, white or other optional material or lingual brackets. The Member must pay any additional costs for the use of optional materials.

If a Member has orthodontic treatment associated with orthognathic surgery (a Non-Covered procedure involving the surgical moving of teeth), the Plan provides the standard orthodontic benefit. The Member must pay any additional charges related to the orthognathic surgery and the complexity of the orthodontic treatment. The additional charge will be based on the Participating Orthodontic Specialty Care Dentist's usual fee.

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**Treatment in Progress (Applicable in CA, CO, FL, NJ, NY and OH only):**

A Member may choose to have a Participating Dentist complete an inlay, onlay, crown, fixed bridge, denture, root canal, or orthodontic treatment procedure which: (1) is listed in the Covered Dental Services and Patient Charges Section; and (2) was started but not completed prior to the Member's eligibility to receive benefits under this Plan. The Member is responsible to identify, and transfer to, a Participating Dentist willing to complete the procedure at the Patient Charge described in this section.

- Restorative Treatment – Inlays, onlays, crowns and fixed bridges are started when the tooth or teeth are prepared and completed when the final restoration is permanently cemented. Dentures are started when the impressions are taken and completed when the denture is delivered to the patient. Inlays, onlays, crowns, fixed bridges, or dentures which are shown in the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan, have a Patient Charge equal to 85% of the Participating General Dentist's usual fee. (There is no additional charge for high noble metal.)
  - Endodontic Treatment – Endodontic treatment is started when the pulp chamber is opened and completed when the permanent root canal filling material is placed. Endodontic procedures which are shown in the Covered Dental Services and Patient Charges section that were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating General or Specialty Care Dentist who is willing to complete the procedure at a Patient Charge equal to 85% of Participating Dentist's usual fee.
  - Orthodontic Treatment – Comprehensive orthodontic treatment is started when the teeth are banded. Comprehensive orthodontic treatment procedures which are shown in the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating Orthodontic Specialty Care Dentist who is willing to complete the treatment, including retention, at a Patient Charge equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. Also refer to the Treatment in Progress – Takeover Benefit for Orthodontic Treatment (Orthodontic Takeover Treatment-in-Progress) section.
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**Treatment in Progress (Applicable in IL, IN and MO only):**

A Member may choose to have a Participating Dentist complete an inlay, onlay, crown, fixed bridge, denture, root canal, or orthodontic treatment procedure which: (1) is listed in the Covered Dental Services and Patient Charges Section; and (2) was started but not completed prior to the Member's eligibility to receive benefits under this Plan. The Member is responsible to identify, and transfer to, a Participating Dentist willing to complete the procedure at the Patient Charge described in this section.

- Restorative Treatment – Inlays, onlays, crowns and fixed bridges are started when the tooth or teeth are prepared and completed when the final restoration is permanently cemented. Dentures are started when the impressions are taken and completed when the denture is delivered to the patient. Inlays, onlays, crowns, fixed bridges, or dentures which are shown in the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan, may be covered if the Member identifies a Participating Dentist who is willing to complete the procedure at a Patient Charge equal to 85% of the Participating Dentist's usual fee. (There is no additional charge for high noble metal.)
  - Endodontic Treatment – Endodontic treatment is started when the pulp chamber is opened and completed when the permanent root canal filling material is placed. Endodontic procedures which are shown in the Covered Dental Services and Patient Charges section that were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating Dentist who is willing to complete the procedure at a Patient Charge equal to 85% of Participating Dentist's usual fee.
  - Orthodontic Treatment – Comprehensive orthodontic treatment is started when the teeth are banded. Comprehensive orthodontic treatment procedures which are shown in the Covered Dental Services and Patient Charges section and were started but not completed prior to the Member's eligibility to receive benefits under this Plan may be covered if the Member identifies a Participating Orthodontic Specialty Care Dentist who is willing to complete the treatment, including retention, at a Patient Charge equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. Also refer to the Treatment in Progress – Takeover Benefit for Orthodontic Treatment section.
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**Treatment in Progress (Applicable in MI only):**

A Member may choose to have a Participating General Dentist or Specialty Care Dentist complete an inlay, onlay, crown, fixed bridge, denture, root canal, or orthodontic treatment procedure which: (1) is listed in the Covered Dental Services and Patient Charges Section; and (2) was started by a Non-Participating Dentist but not completed prior to the Member's eligibility to receive benefits under this Plan. We will assist the Member in identifying and transferring to a Participating General Dentist or Specialty Care Dentist willing to complete the procedure at the Patient Charge shown in the Covered Dental Services and Patient Charges section.

This provision includes:

- Restorative Treatment – Inlays, onlays, crowns and fixed bridges are started when the tooth or teeth are prepared and completed when the final restoration is permanently cemented. Dentures are started when the impressions are taken and completed when the denture is delivered to the patient.
- Endodontic Treatment – Endodontic treatment is started when the pulp chamber is opened and completed when the permanent root canal filling material is placed.
- Orthodontic Treatment – Comprehensive orthodontic treatment is started when the teeth are banded.

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**Treatment-in-Progress – Takeover Benefit for Orthodontic Treatment (Not Applicable in MI):**

The Treatment-in-Progress - Takeover Benefit for Orthodontic Treatment (Orthodontic Takeover Treatment-In-Progress) provides a Member who qualifies, as explained below, a benefit to continue comprehensive orthodontic treatment that was started under another dental HMO plan with the current treating Orthodontist, after this Plan becomes effective.

A Member may be eligible for the Treatment-in-Progress - Takeover Benefit for Orthodontic Treatment only if:

- The Member was covered by another dental HMO plan just prior to the effective date of this Plan and had started comprehensive orthodontic treatment (D8070, D8080, or D8090) with a Participating Network Orthodontist under the prior dental HMO plan;
- The Member has such orthodontic treatment in progress at the time this Plan becomes effective;
- The Member continues such orthodontic treatment with the treating Orthodontist;
- The Member's payment responsibility for the comprehensive orthodontic treatment in progress has increased because the treating Orthodontist raised fees due to the termination of the prior dental HMO plan; and
- A Treatment-in-Progress – Takeover Benefit for Orthodontic Treatment Form, completed by the treating Orthodontist, is submitted to Us within 6 months of the effective date of this Plan.

The benefit amount will be calculated based on: (i) the number of remaining months of comprehensive orthodontic treatment; and (ii) the amount by which the Member's payment responsibility has increased as a result of the treating Orthodontist's raised fees, up to a maximum benefit of \$500 per Member.

The Member will be responsible to have the treating Orthodontist complete a Treatment-in-Progress – Takeover Benefit for Orthodontic Treatment Form and submit it to Us. The Member has 6 months from the effective date of this Plan to have the Form submitted to Us in order to be eligible for the Treatment-in-Progress - Takeover Benefit for Orthodontic Treatment. We will determine the Member's additional payment responsibility and prorate the months of comprehensive orthodontic treatment that remain. The Member will be paid quarterly until the benefit has been paid or until the Member completes treatment, whichever comes first. The benefit will cease if the Member's coverage under this Plan is terminated.

This benefit is only available to Members that were covered under the prior dental HMO dental plan and are in comprehensive orthodontic treatment with a Participating Network Orthodontist when this Plan becomes effective with Us. It will not apply if the comprehensive orthodontic treatment was started when the Member was covered under a PPO or Indemnity plan; or where no prior coverage existed; or if the Member transfers to another Orthodontist. This benefit applies to Members of new Plans only. It does not apply to Members of existing Plans. And it does not apply to persons who become newly eligible under the Group after the effective date of this Plan.

The benefit is only available to Members in comprehensive orthodontic treatment (D8070, D8080, or D8090). It does not apply to any other orthodontic services. Additionally, we will only cover up to a total 24 months of comprehensive orthodontic treatment.

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**Continuity of Care Benefit for Orthodontic Treatment in Progress with a Non-Participating Provider (Applicable in MI only):**

Continuity of Care Benefit for Orthodontic Treatment with a Non-Participating Provider provides a Member who qualifies, as explained below, a continuity of care benefit.

A Member may qualify for the Continuity of Care Benefit for Orthodontic Treatment in Progress with a Non-Participating Provider only if all of the following conditions are met:

- The Member was covered by another dental HMO plan just prior to the effective date of this Plan;

- The Member had started comprehensive orthodontic treatment (D8070, D8080 or D8090) under the prior plan with an Orthodontist who participated in that plan's network but who does not participate in the Plan network;
- The Member has such orthodontic treatment in progress at the time this Plan becomes effective;
- The Member elects to continue comprehensive orthodontic treatment with the treating Non-Participating Orthodontist;
- The Member's payment responsibility for the such orthodontic treatment has increased because the treating Non-Participating Orthodontist raised fees due to the termination of the prior dental HMO plan; and
- Continuity of Care Benefit for Orthodontic Treatment in Progress with a Non-Participating Provider Form, completed by the treating Non-Participating Orthodontist is submitted to Us within 6 months of the effective date of this Plan.

The benefit amount will be calculated based on: (i) the number of remaining months of comprehensive orthodontic treatment; and (ii) the amount by which the Member's payment responsibility has increased as a result of the treating Orthodontist's raised fees, up to a maximum benefit of \$500 per Member.

We will determine the Member's additional payment responsibility and prorate the months of comprehensive orthodontic treatment that remain. The benefit will be paid quarterly to the treating Orthodontist until the benefit has been paid or until the Member completes treatment, whichever comes first. The benefit will cease if the Member's coverage under this Plan is terminated.

This benefit does not apply to any services other than comprehensive orthodontic treatment (D8070, D8080 or D8090). It will not apply if the comprehensive orthodontic treatment was started when the Member was covered under a PPO or Indemnity plan; or where no prior coverage existed; or if the Member transfers to another Orthodontist. This benefit applies to Members of new Plans only. It does not apply to Members of existing Plans. And it does not apply to persons who become newly eligible under the Group after the effective date of this plan.

#### Limitations

NOTE: Time limitations for a service are determined from the date that service was last rendered under this plan. The codes below in parentheses refer to the CDT Codes as shown in the Covered Dental Services and Patient Charges section.

We don't pay benefits in excess of any of the following limitations:

1. Routine cleaning (prophylaxis: D1110, D1120, D1999) or periodontal maintenance procedure (D4910, D4999) – a total of four (4) services in any twelve (12) month period. One (1) of the covered periodontal maintenance procedures may be performed by a Participating Periodontal Specialty Care Dentist if done within three (3) to six (6) months following completion of approved active periodontal therapy (periodontal scaling and root planing or periodontal osseous surgery) by a Participating Periodontal Specialty Care Dentist. Active periodontal therapy includes periodontal scaling and root planing or periodontal osseous surgery.
2. Fluoride treatment (D1203, D1204, D1206, D2999) – four (4) in any twelve (12) month period.
3. Adjunctive pre-diagnostic tests that aid in detection of mucosal abnormalities including pre-malignant and malignant lesions, not to include cytology or biopsy procedures (D0431) – limited to one (1) in any two (2) year period on or after the 40<sup>th</sup> birthday.
4. Full mouth x-rays – one (1) set in any three (3) year period.
5. Bitewing x-rays – two (2) sets in any twelve (12) month period.
6. Panoramic x-rays – one (1) set in any three (3) year period.
7. Sealants – limited to permanent teeth, up to the 16<sup>th</sup> birthday – one (1) per tooth in any three (3) year period.
8. Gingival flap procedure (D4240, D4241) or osseous surgery (D4260, D4261) – a total of one (1) service per quadrant or area in any three (3) year period.
9. Periodontal soft tissue graft procedures (D4270, D4271) or subepithelial connective tissue graft procedure (D4273) – a total of one (1) service per area in any three (3) year period.
10. Periodontal scaling and root planing (D4341, D4342) – one (1) service per quadrant or area in any twelve (12) month period.
11. Emergency dental services when more than fifty (50) miles from the PCD's office – limited to a \$50.00 reimbursement per incident. (Not applicable in NY and MI).
11. Emergency dental services when more than fifty (50) miles from the PCD's office – limited to a \$50.00 reimbursement per incident, after payment of any patient charge which may apply. (Applicable in NY only).
12. Emergency dental services when provided by a dentist other than the Member's assigned PCD, and without referral by the PCD or authorization by MDG – limited to the benefit for palliative treatment (code D9110) only. (Not applicable in NY).
12. Emergency dental services when provided by a dentist other than the Member's assigned PCD, and without referral by the PCD or authorization by MDG – limited to fifty percent (50%) of the cost for Emergency Dental Services. (Applicable in NY only).
13. Reline of a complete or partial denture – (one) 1 per denture in any twelve (12) month period.
14. Rebase of a complete or partial denture – (one) 1 per denture in any twelve (12) month period.
15. Second Opinion Consultation – When approved by Us, a second opinion consultation will be reimbursed up to fifty dollars (\$50.00) per treatment plan. (Not applicable in CA).

15. Second Opinion Consultation – When approved by Us, a second opinion consultation will be reimbursed up to fifty dollars (\$50.00) per treatment plan. The office visit Patient Charge will apply. (Applicable in CA only).

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### Exclusions

We won't pay for:

1. Any condition for which benefits of any nature are recovered or found to be recoverable, whether by adjudication or settlement, under any Worker's Compensation or Occupational Disease Law, even though the Member fails to claim his or her rights to such benefit.
2. Dental services performed in a hospital, surgical center, or related hospital fees.
3. Any treatment of congenital and/or developmental malformations. This exclusion will not apply to an otherwise covered service involving (a) congenitally missing or (b) supernumerary teeth. (Not applicable in FL, MO, NY or NJ).
3. Any treatment of congenital and/or developmental malformations. This exclusion will not apply to an otherwise covered service involving (a) the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities of a newborn child; (b) congenitally missing; or (c) supernumerary teeth. (Applicable in MO only).
4. Any histopathological examination or other laboratory charges.
5. Removal of tumors, cysts, neoplasms or foreign bodies that are not of tooth origin.
6. Any oral surgery requiring the setting of a fracture or dislocation.
7. Placement of osseous (bone) grafts.
8. Dispensing of drugs not normally supplied in a dental office for treatment of dental diseases.
9. Any treatment or appliances requested, recommended or performed: (a) which in the opinion of the Participating Dentist is not necessary for maintaining or improving the Member's dental health, or (b) which is solely for cosmetic purposes. (Not applicable in NY).
9. Any treatment or appliances requested, recommended or performed which is solely for cosmetic purposes. Excluded services do not include: (i) reconstructive surgery that is incidental to or follows surgery resulting from trauma, infections or other diseases of the involved part; (ii) reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect; (iii) care or treatment due to accidental injury to sound natural teeth within twelve (12) months of the accident; and (iv) care or treatment necessary due to congenital disease or anomaly. (Applicable in NY only).
10. Precision attachments, stress breakers, magnetic retention or overdenture attachments.
11. The use of: (a) intramuscular sedation, (b) oral sedation, or (c) inhalation sedation, including but not limited to nitrous oxide.
12. Any procedure or treatment method: (a) which does not meet professionally recognized standards of dental practice or (b) which is considered to be experimental in nature. (Not applicable in NY).
12. Any procedure or treatment method: (a) which does not meet Medically Necessary Services; or (b) which is considered to be experimental in nature. This does not apply if coverage is recommended by a utilization review agent. (Applicable in NY only).
13. Replacement of lost, missing, or stolen appliances or prosthesis or the fabrication of a spare appliance or prosthesis.
14. Replacement or repair of prosthetic appliances damaged due to the neglect of the Member. (Not applicable in FL).
15. Any Member request for: (a) specialist services or treatment which can be routinely provided by the PCD, or (b) treatment by a Specialist without a referral by the PCD and approval from Us.
16. Treatment provided by any public program, or paid for or sponsored by any government body, unless We are legally required to provide benefits.
17. Any restoration, service, appliance or prosthetic device used solely to: (a) alter vertical dimension; (b) replace tooth structure lost due to attrition or abrasion; or (c) splint or stabilize teeth for periodontal reasons; (d) realign teeth.
18. Any service, appliance, device or modality intended to treat disturbances of the temporomandibular joint (TMJ). (Not applicable in NY).
18. Any service, appliance, device or modality intended to treat disturbances of the temporomandibular joint (TMJ), that are incidental to or result from a medical condition. (Applicable in NY only).
19. Dental services, other than covered Emergency Dental Services, which were performed by any Dentist other than the Member's assigned PCD, unless We had provided written authorization.
20. Cephalometric x-rays, except when performed as part of the orthodontic treatment plan and records for a covered course of comprehensive orthodontic treatment.
21. Treatment which requires the services of a Prosthodontist.
22. Treatment which requires the services of a Pediatric Specialty Care Dentist, after the Member's 8<sup>th</sup> birthday.
23. Consultations for non-covered services.
24. Any procedure not specifically listed in the Covered Dental Services and Patient Charges section.
25. Any service or procedure: (a) associated with the placement, prosthodontic restoration or maintenance of a dental implant; and (b) any incremental charges to other covered services as a result of the presence of a dental implant.
26. Inlays, onlays, crowns or fixed bridges or dentures started, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress – Restorative Treatment. (Inlays, onlays, crowns or fixed bridges are considered to be (a) started when the tooth or teeth are prepared, and (b) completed when the final restoration is permanently cemented. Dentures are considered to be (a) started when the impressions are taken, and (b) completed when the denture is delivered to the Member.) (Not applicable in MI).
26. Inlays, onlays, crowns or fixed bridges or dentures started by a Non-Participating Dentist, but not completed prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress. (Inlays, onlays

crowns or fixed bridges are considered to be: (a) started when the tooth or teeth are prepared, and (b) completed when the final restoration is permanently cemented. Dentures are considered to be: (a) started when the impressions are taken, and (b) completed when the denture is delivered to the Member.) (Applicable in MI only).

27. Root canal treatment started, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress – Endodontic Treatment. (Root canal treatment is considered to be: (a) started when the pulp chamber is opened, and (b) completed when the permanent root canal filling material is placed.) (Not applicable in MI and NJ).

27. Root canal treatment started by a Non-Participating Dentist, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress. (Root canal treatment is considered to be: (a) started when the pulp chamber is opened, and (b) completed when the permanent root canal filling material is placed.) (Applicable in MI only).

27. Root canal treatment started, but not completed, prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress – Endodontic Treatment. (Root canal treatment is: (a) started when the pulp chamber is opened, and (b) completed when the permanent root canal filling material is placed.) (Applicable in NJ only).

28. Orthodontic treatment started prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress – Orthodontic Treatment - Orthodontic Treatment and Treatment in Progress – Takeover Benefit for Orthodontic Treatment. (Orthodontic treatment is considered to be started when the teeth are banded.) (Not applicable in MI and NY).

28. Orthodontic treatment started by a Non-Participating Dentist prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress. (Orthodontic treatment is considered to be started when the teeth are banded.) (Applicable in MI only).

28. Orthodontic treatment started prior to the Member's eligibility to receive benefits under this Plan, except as described under Treatment in Progress – Orthodontic Treatment and Treatment in Progress – Takeover Benefit for Orthodontic Treatment. (Orthodontic treatment is started when the teeth are banded.) (Applicable in NY only).

29. Inlays, onlays, crowns, fixed bridges or dentures started by a Non-Participating Dentist. (Inlays, onlays, crowns, and fixed bridges are considered to be started when the tooth or teeth are prepared. Dentures are considered to be started when the impressions are taken.) This exclusion will not apply to services that are started and which were covered, under the Plan as Emergency Dental Services. (Not applicable in MI and NY).

29. Inlays, onlays, crowns, fixed bridges or dentures started by a Non-Participating Dentist while the Member is covered under this Plan. (Inlays, onlays, crowns and fixed bridges are considered to be started when the tooth or teeth are prepared. Dentures are considered to be started when the impressions are taken.) This exclusion will not apply to services that are started and which are covered under the Plan as Emergency Dental Services. (Applicable in MI only).

29. Inlays, onlays, crowns, fixed bridges or dentures started by a Non-Participating Dentist. (Inlays, onlays, crowns, and fixed bridges are started when the tooth or teeth are prepared. Dentures are started when the impressions are taken.) This exclusion will not apply to services that are started and which were covered, under the Plan as Emergency Dental Services. (Applicable in NY only).

30. Root canal treatment started by a Non-Participating Dentist. (Root canal treatment is considered to be started when the pulp chamber is opened.) This exclusion will not apply to services that were started and which were covered, under the Plan as Emergency Dental Services. (Not applicable in MI).

30. Root canal treatment started by a Non-Participating Dentist while the Member is covered under this Plan. Root canal treatment is considered to be started when the pulp chamber is opened.) This exclusion will not apply to services that were started and which are covered under the Plan as Emergency Dental Services. (Applicable in MI only).

31. Orthodontic treatment started by a Non-Participating Dentist while the Member is covered under this plan. (Orthodontic treatment is considered to be started when the teeth are banded.)

32. Extractions performed solely to facilitate orthodontic treatment.

33. Extractions of impacted teeth with no radiographic evidence of pathology. The removal of impacted teeth is not covered if performed for prophylactic reasons.

34. Orthognathic surgery (moving of teeth by surgical means) and associated incremental charges.

35. Clinical crown lengthening (D4249) performed in the presence of periodontal disease on the same tooth.

36. Procedures performed to facilitate Non-Covered Services, including but not limited to: (a) root canal therapy to facilitate overdentures, hemisection or root amputation, and (b) osseous surgery to facilitate either guided tissue regeneration or an osseous graft.

37. Procedures, appliances or devices: (a) guide minor tooth movement or (b) to correct or control harmful habits.

38. Any endodontic, periodontal, crown or bridge abutment procedure or appliance requested, recommended or performed for a tooth or teeth with a guarded, questionable or poor prognosis.

39. Re-treatment of orthodontic cases, or changes in orthodontic treatment necessitated by any kind of accident.

40. Replacement or repair of orthodontic appliances damaged due to the neglect of the Member.

Current Dental Terminology (c) American Dental Association

CDT Codes ++	Covered Dental Services	Patient Charges
D0999	Office visit during regular hours, general dentist only *	\$0
	<b>Evaluations</b>	
D0120	Periodic oral examination – established patient	0
D0140	Limited oral evaluation – problem focused	0
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	0
D0150	Comprehensive oral evaluation – new or established patient	0
D0170	Re-evaluation – limited, problem focused (established patient, not post-operative visit)	0
D0180	Comprehensive periodontal evaluation – new or established patient	0
	<b>Radiographs/Diagnostic Imaging (Including Interpretation)</b>	
D0210	Intraoral – complete series (including bitewings)	0
D0220	Intraoral – periapical first film	0
D0230	Intraoral – periapical each additional film	0
D0240	Intraoral – occlusal film	0
D0270	Bitewing – single film	0
D0272	Bitewings – two films	0
D0273	Bitewings – three films	0
D0274	Bitewings – four films	0
D0277	Vertical bitewings – 7 to 8 films	0
D0330	Panoramic film	0
	<b>Tests and Examinations</b>	
D0431	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures	50
D0460	Pulp vitality tests	0
D0470	Diagnostic casts	0
	<b>Dental Prophylaxis</b>	
D1110	Prophylaxis – adult, for the first two services in any 12-month period + #	0
D1120	Prophylaxis – child, for the first two services in any 12-month period + #	0
D1999	Prophylaxis – adult or child, for each additional service in same 12-month period + #	60
	<b>Topical Fluoride Treatment (Office Procedure)</b>	
D1203	Topical application of fluoride (prophylaxis not included) – child, for the first two services in any 12-month period + =	0
D1204	Topical application of fluoride (prophylaxis not included) – adult, for the first two services in any 12-month period + =	0
D1206	Topical fluoride varnish; therapeutic application for moderate to high caries risk patients, for the first two services in any 12-month period + =	0
D2999	Topical fluoride (adult or child), each additional service in the same 12-month period + =	20
	<b>Other Preventive Services</b>	
D1310	Nutritional counseling for control of dental disease	0
D1330	Oral hygiene instructions	0
D1351	Sealant – per tooth (molars) ^	0
D9999	Sealant – per tooth (non-molars) ^	35
	<b>Space Maintenance (Passive Appliances)</b>	
D1510	Space maintainer – fixed - unilateral	0
D1515	Space maintainer – fixed - bilateral	0
D1525	Space maintainer – removable - bilateral	0
D1550	Re-cementation of space maintainer	0
D1555	Removal of fixed space maintainer	0
	<b>Amalgam Restorations (Including Polishing)</b>	
D2140	Amalgam – one surface, primary or permanent	0
D2150	Amalgam – two surfaces, primary or permanent	0
D2160	Amalgam – three surfaces, primary or permanent	0
D2161	Amalgam – four or more surfaces, primary or permanent	0
	<b>Resin-Based Composite Restorations - Direct</b>	
D2330	Resin-based composite – one surface, anterior	0
D2331	Resin-based composite – two surfaces, anterior	0
D2332	Resin-based composite – three surfaces, anterior	0
D2335	Resin-based composite – four or more surfaces or involving incisal angle (anterior)	0
D2390	Resin-based composite crown, anterior	75
D2391	Resin-based composite – one surface, posterior	0
D2392	Resin-based composite – two surfaces, posterior	0
D2393	Resin-based composite – three surfaces, posterior	0
D2394	Resin-based composite – four or more surfaces, posterior	0
	<b>Inlay/Onlay Restorations ^^</b>	
D2510	Inlay – metallic – one surface **	265
D2520	Inlay – metallic – two surfaces **	320
D2530	Inlay – metallic – three or more surfaces **	350
D2542	Onlay – metallic – two surfaces **	350
D2543	Onlay – metallic – three surfaces **	360
D2544	Onlay – metallic – four or more surfaces **	370
D2610	Inlay – porcelain/ceramic – one surface	265
D2620	Inlay – porcelain/ceramic – two surfaces	320
D2630	Inlay – porcelain/ceramic – three or more surfaces	350
D2642	Onlay – porcelain/ceramic – two surfaces	350
D2643	Onlay – porcelain/ceramic – three surfaces	360
D2644	Onlay – porcelain/ceramic – four or more surfaces	370

CDT Codes ++	Covered Dental Services	Patient Charges
	<b>Crowns – Single Restorations Only ^^</b>	
D2740	Crown – porcelain/ceramic substrate	\$395
D2750	Crown – porcelain fused to high noble metal **	375
D2751	Crown – porcelain fused to predominantly base metal	375
D2752	Crown – porcelain fused to noble metal	375
D2780	Crown – ¾ cast high noble metal **	365
D2781	Crown – ¾ cast predominantly base metal	365
D2782	Crown – ¾ cast noble metal	365
D2783	Crown – ¾ porcelain/ceramic	365
D2790	Crown – full cast high noble metal **	375
D2791	Crown – full cast predominantly base metal	375
D2792	Crown – full cast noble metal	375
D2794	Crown – titanium	375
	<b>Other Restorative Services</b>	
D2910	Recement inlay, onlay, or partial coverage restoration	0
D2915	Recement cast or prefabricated post and core	0
D2920	Recement crown	0
D2930	Prefabricated stainless steel crown – primary tooth	88
D2931	Prefabricated stainless steel crown – permanent tooth	88
D2932	Prefabricated resin crown	108
D2933	Prefabricated stainless steel crown with resin window	108
D2934	Prefabricated esthetic coated stainless steel crown – primary tooth	115
D2940	Sedative filling	0
D2950	Core buildup, including any pins	100
D2951	Pin retention – per tooth, in addition to restoration	18
D2952	Post and core in addition to crown, indirectly fabricated	155
D2953	Each additional indirectly fabricated post – same tooth	79
D2954	Prefabricated post and core in addition to crown	125
D2957	Each additional prefabricated post – same tooth	51
D2960	Labial veneer (resin laminate) – chairside	250
D2970	Temporary crown (fractured tooth)	86
D2971	Additional procedures to construct new crown under existing partial denture framework	125
	<b>Pulp Capping</b>	
D3110	Pulp cap – direct (excluding final restoration)	0
D3120	Pulp cap – indirect (excluding final restoration)	0
	<b>Pulpotomy</b>	
D3220	Therapeutic pulpotomy (excluding final restoration) – removal of pulp coronal to the dentinocemental junction and application of medicament	0
D3221	Pulpal debridement, primary and permanent teeth	0
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development	0
D3230	Pulpal therapy (resorbable filling) – anterior, primary tooth (excluding final restoration)	0
D3240	Pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration)	0
	<b>Endodontic Therapy (Including Treatment Plan, Clinical Procedures And Follow-up Care)</b>	
D3310	Root canal, anterior (excluding final restoration)	120
D3320	Root canal, bicuspid (excluding final restoration)	145
D3330	Root canal, molar (excluding final restoration)	270
D3331	Treatment of root canal obstruction; non-surgical access	0
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	75
D3333	Internal root repair of perforation defects	116
	<b>Endodontic Retreatment</b>	
D3346	Retreatment of previous root canal therapy – anterior	375
D3347	Retreatment of previous root canal therapy – bicuspid	425
D3348	Retreatment of previous root canal therapy – molar	525
	<b>Apicoectomy/Periradicular Services</b>	
D3410	Apicoectomy/periradicular surgery – anterior	240
D3421	Apicoectomy/periradicular surgery – bicuspid (first root)	270
D3425	Apicoectomy/periradicular surgery – molar (first root)	320
D3426	Apicoectomy/periradicular surgery (each additional root)	116
D3430	Retrograde filling – per root	72
D3950	Canal preparation and fitting of preformed dowel or post	20
	<b>Surgical Services (Including Usual Postoperative Care)</b>	
D4210	Gingivectomy or gingivoplasty – four or more contiguous teeth or bounded teeth spaces per quadrant	200
D4211	Gingivectomy or gingivoplasty – one to three contiguous teeth or bounded teeth spaces per quadrant	60
D4240	Gingival flap procedure, including root planing – four or more contiguous teeth or bounded teeth spaces per quadrant	240
D4241	Gingival flap procedure, including root planing – one to three contiguous teeth or bounded teeth spaces per quadrant	144
D4249	Clinical crown lengthening – hard tissue	280
D4260	Osseous surgery (including flap entry and closure) – four or more contiguous teeth or bounded teeth spaces per quadrant	380
D4261	Osseous surgery (including flap entry and closure) – one to three contiguous teeth or bounded teeth spaces per quadrant	230
D4268	Surgical revision procedure, per tooth	0
D4270	Pedicle soft tissue graft procedure	350
D4271	Free soft tissue graft procedure (including donor site surgery)	363
D4273	Subepithelial connective tissue graft procedures, per tooth	399



CDT Codes ++	Covered Dental Services	Patient Charges
<b>Non-Surgical Periodontal Service</b>		
D4341	Periodontal scaling and root planing – four or more teeth per quadrant	\$0
D4342	Periodontal scaling and root planing – one to three teeth per quadrant	0
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	0
<b>Other Periodontal Services</b>		
D4910	Periodontal maintenance, for the first two services in any 12-month period + #	0
D4920	Unscheduled dressing change (by someone other than treating dentist)	0
D4999	Periodontal maintenance, each additional service in same 12-month period + #	60
<b>Complete Dentures (Including Routine Post-Delivery Care)</b>		
D5110	Complete denture – maxillary	452
D5120	Complete denture – mandibular	452
D5130	Immediate denture – maxillary	492
D5140	Immediate denture – mandibular	492
<b>Partial Dentures (Including Routine Post-Delivery Care)</b>		
D5211	Maxillary partial denture – resin base (including any conventional clasps, rests and teeth)	381
D5212	Mandibular partial denture – resin base (including any conventional clasps, rests and teeth)	443
D5213	Maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	500
D5214	Mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	500
D5225	Maxillary partial denture – flexible base (including any clasps, rests and teeth)	575
D5226	Mandibular partial denture – flexible base (including any clasps, rests and teeth)	575
<b>Adjustments to Dentures</b>		
D5410	Adjust complete denture – maxillary	0
D5411	Adjust complete denture – mandibular	0
D5421	Adjust partial denture – maxillary	0
D5422	Adjust partial denture – mandibular	0
<b>Repairs To Complete Dentures</b>		
D5510	Repair broken complete denture base	40
D5520	Replace missing or broken teeth – complete denture (each tooth)	36
<b>Repairs To Partial Dentures</b>		
D5610	Repair resin denture base	44
D5620	Repair cast framework	80
D5630	Repair or replace broken clasp	56
D5640	Replace broken teeth – per tooth	36
D5650	Add tooth to existing partial denture	52
D5660	Add clasp to existing partial denture	64
D5670	Replace all teeth and acrylic on cast metal framework (maxillary)	196
D5671	Replace all teeth and acrylic on cast metal framework (mandibular)	196
<b>Denture Rebase Procedures</b>		
D5710	Rebase complete maxillary denture	160
D5711	Rebase complete mandibular denture	160
D5720	Rebase maxillary partial denture	160
D5721	Rebase mandibular partial denture	160
<b>Denture Reline Procedures</b>		
D5730	Reline complete maxillary denture (chairside)	88
D5731	Reline complete mandibular denture (chairside)	88
D5740	Reline maxillary partial denture (chairside)	88
D5741	Reline mandibular partial denture (chairside)	88
D5750	Reline complete maxillary denture (laboratory)	120
D5751	Reline complete mandibular denture (laboratory)	120
D5760	Reline maxillary partial denture (laboratory)	120
D5761	Reline mandibular partial denture (laboratory)	120
<b>Interim Prosthesis</b>		
D5820	Interim partial denture (maxillary)	175
D5821	Interim partial denture (mandibular)	175
<b>Other Removable Prosthetic Services</b>		
D5850	Tissue conditioning, maxillary	36
D5851	Tissue conditioning, mandibular	36
<b>Fixed Partial Denture Pontics ^^</b>		
D6210	Pontic – cast high noble metal **	350
D6211	Pontic – cast predominantly base metal	350
D6212	Pontic – cast noble metal	350
D6214	Pontic – titanium	350
D6240	Pontic – porcelain fused to high noble metal **	350
D6241	Pontic – porcelain fused to predominantly base metal	350
D6242	Pontic – porcelain fused to noble metal	350
D6245	Pontic – porcelain/ceramic	360
<b>Fixed Partial Denture Retainers – Inlays/Onlays ^^</b>		
D6600	Inlay – porcelain/ceramic – two surfaces	320
D6601	Inlay – porcelain/ceramic – three or more surfaces	350
D6602	Inlay – cast high noble metal, two surfaces **	320
D6603	Inlay – cast high noble metal, three or more surfaces **	350
D6604	Inlay – cast predominantly base metal, two surfaces	320

CDT Codes ++	Covered Dental Services	Patient Charges
	<b>Fixed Partial Denture Retainers – Inlays/Onlays ^^ (continued)</b>	
D6605	Inlay – cast predominantly base metal, three or more surfaces	\$350
D6606	Inlay – cast noble metal, two surfaces	320
D6607	Inlay – cast noble metal, three or more surfaces	350
D6608	Onlay – porcelain/ceramic, two surfaces	350
D6609	Onlay – porcelain/ceramic, three or more surfaces	360
D6610	Onlay – cast high noble metal, two surfaces **	350
D6611	Onlay – cast high noble metal, three or more surfaces **	360
D6612	Onlay – cast predominantly base metal, two surfaces	350
D6613	Onlay – cast predominantly base metal, three or more surfaces	360
D6614	Onlay – cast noble metal, two surfaces	350
D6615	Onlay – cast noble metal, three or more surfaces	360
D6624	Inlay – titanium	320
D6634	Onlay – titanium	350
	<b>Fixed Partial Denture Retainers – Crowns ^^</b>	
D6740	Crown – porcelain/ceramic	395
D6750	Crown – porcelain fused to high noble metal **	375
D6751	Crown – porcelain fused to predominantly base metal	375
D6752	Crown – porcelain fused to noble metal	375
D6780	Crown – ¾ cast high noble metal **	365
D6781	Crown – ¾ cast predominantly base metal	365
D6782	Crown – ¾ cast noble metal	365
D6783	Crown – ¾ porcelain/ceramic	365
D6790	Crown – full cast high noble metal **	375
D6791	Crown – full cast predominantly base metal	375
D6792	Crown – full cast noble metal	375
D6794	Crown – titanium	375
	<b>Other Fixed Partial Denture Services</b>	
D6930	Recement fixed partial denture	36
D6970	Post and core in addition to fixed partial denture retainer, indirectly fabricated	155
D6972	Prefabricated post and core in addition to fixed partial denture retainer	125
D6973	Core build up for retainer, including any pins	100
D6976	Each additional cast post – same tooth	79
D6977	Each additional prefabricated post – same tooth	51
D6999	Multiple crown and bridge unit treatment plan – per unit, six or more units per treatment plan ^^	125
	<b>Extractions</b>	
D7111	Extraction, coronal remnants – deciduous tooth	0
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	0
	<b>Surgical Extractions (Includes Local Anesthesia, Suturing, If Needed, And Routine Postoperative Care)</b>	
D7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	30
D7220	Removal of impacted tooth – soft tissue	114
D7230	Removal of impacted tooth – partially bony	140
D7240	Removal of impacted tooth – completely bony	160
D7241	Removal of impacted tooth – completely bony, with unusual surgical complications	200
D7250	Surgical removal of residual tooth roots (cutting procedure)	35
D7261	Primary closure of a sinus perforation	250
	<b>Other Surgical Procedures</b>	
D7280	Surgical access of an unerupted tooth	250
D7283	Placement of device to facilitate eruption of impacted tooth	50
D7285	Biopsy of oral tissue – hard (bone, tooth)	60
D7286	Biopsy of oral tissue – soft	50
D7288	Brush biopsy – transepithelial sample collection	65
	<b>Alveoplasty – Surgical Preparation Of Ridge For Dentures</b>	
D7310	Alveoplasty in conjunction with extractions – four or more teeth or tooth spaces, per quadrant	125
D7311	Alveoplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	65
D7320	Alveoplasty not in conjunction with extractions – four or more teeth or tooth spaces, per quadrant	150
D7321	Alveoplasty not in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	105
	<b>Surgical Excision Of Intra-Osseous Lesions</b>	
D7450	Removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm	180
D7451	Removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm	289
	<b>Excision Of Bone Tissue</b>	
D7471	Removal of lateral exostosis (maxilla or mandible)	204
D7472	Removal of torus palatinus	283
D7473	Removal of torus mandibularis	283
	<b>Surgical Incision</b>	
D7510	Incision and drainage of abscess – intraoral soft tissue	25
D7511	Incision and drainage of abscess – intraoral soft tissue – complicated (includes drainage of multiple fascial spaces)	30
	<b>Other Repair Procedures</b>	
D7960	Frenulectomy (frenectomy or frenotomy) – separate procedure	133
D7963	Frenuloplasty	163

Managed DentalGuard - Plan Schedule

Plan U30G

CDT Codes ++	Covered Dental Services	Patient Charges
	<b>Unclassified Treatment</b>	
D9110	Palliative (emergency) treatment of dental pain – minor procedure	\$0
D9120	Fixed partial denture sectioning	15
D9215	Local anesthesia	0
D9220	Deep sedation/general anesthesia – first 30 minutes +++	195
D9221	Deep sedation/general anesthesia – each additional 15 minutes +++	75
D9241	Intravenous conscious sedation/analgesia – first 30 minutes +++	195
D9242	Intravenous conscious sedation/analgesia – each additional 15 minutes +++	75
	<b>Professional Consultation</b>	
D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	0
	<b>Professional Visits</b>	
D9430	Office visit for observation (during regularly scheduled hours) – no other services performed	0
D9440	Office visit – after regularly scheduled hours	50
D9450	Case presentation, detailed and extensive treatment planning	0
	<b>Miscellaneous Services</b>	
D9951	Occlusal adjustment – limited	10
D9971	Odontoplasty – one to two teeth	10
D9972	External bleaching – per arch	165
	Broken appointment	25

Current Dental Terminology (CDT) © American Dental Association (ADA)

- + The Patient Charges for codes D1110, D1120, D1203, D1204, D1206 and D4910 are limited to the first two services in any 12-month period. For each additional service in the same 12-month period, see codes D1999, D2999 and D4999 for the applicable Patient Charge.
- ++ Covered Services are subject to exclusions, limitations and Plan provisions as described in Member's Plan booklet and the Manual (including the Quality Management retrospective review). Other codes may be used to describe Covered Services.
  - The Member will be responsible for the Office Visit Fee when the Plan Schedule suffix listed on the ID Card and Eligibility Report is an "M". The Plan will be responsible for the Office Visit Fee when the Plan Schedule suffix listed on the ID Card and Eligibility Report is a "G". The ID Card and Eligibility Report will indicate if the Office Visit Fee is \$5 or \$10.
  - # Routine prophylaxis or periodontal maintenance procedure - a total of four services in any 12-month period. One of the covered periodontal maintenance procedures may be performed by a participating periodontal Specialist if done within three to six months following completion of approved, active periodontal therapy (periodontal scaling and root planing or periodontal osseous surgery) by a participating periodontal Specialist. Active periodontal therapy includes periodontal scaling and root planing or periodontal osseous surgery.
  - = Fluoride Treatment - a total of four services in any 12-month period.
  - ^ Sealants are limited to permanent teeth up to the 16th birthday.
  - \*\* If high noble metal is used, there will be an additional Patient Charge for the actual cost of the high noble metal.
  - ^^ The Patient Charge for these services is per unit.
- +++ Procedure codes D9220, D9221, D9241 and D9242 are limited to a participating oral surgery Specialist. Additionally, these services are only covered in conjunction with other covered surgical services.

Underwritten by: (IL) - First Commonwealth Insurance Company, (MO) - First Commonwealth of Missouri, (IN) - First Commonwealth Limited Health Services Corporation, (MI) - First Commonwealth Inc., (CA) - Managed Dental Care, (TX) - Managed DentalGuard, Inc. (DHMO), (NJ) - Managed DentalGuard, Inc., (FL, NY) - The Guardian Life Insurance Company of America. All First Commonwealth, Managed DentalGuard, Inc., and Managed Dental Care entities referenced are wholly-owned subsidiaries of The Guardian Life Insurance Company of America. Limitations and exclusions apply. Plan documents are the final arbiter of coverage.

The Guardian Life Insurance Company of America, New York, NY

2008-6567

# MANAGED DENTALGUARD ORTHODONTIC BENEFITS

## Managed DentalGuard Orthodontic Plan Schedule – Option W

CDT Codes	Covered Services and Patient Charges	Patient Charges	Orthodontics In Progress
	<b>Orthodontics</b>		
D8070	Comprehensive orthodontic treatment of the transitional dentition **		
D8080	Comprehensive orthodontic treatment of the adolescent dentition **	Child: \$1500 Adult: 2800	***
D8090	Comprehensive orthodontic treatment of the adult dentition **		***
D8660	Pre-orthodontic treatment visit (includes treatment plan, records, evaluation and consultation)	250	***
D8670	Periodic orthodontic treatment visit	0	***
D8680	Orthodontic retention	400	***
	Broken appointment	25	***

*Current Dental Terminology (CDT) © American Dental Association (ADA)*

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- \*\* Child orthodontics is limited to dependent children under age 19; adult orthodontics is limited to dependent children age 19 and above and employee or spouse. A Member's age is determined on the date of banding.
- \*\*\* Treatment in progress: Orthodontic Treatment – Comprehensive orthodontic treatment is started when the teeth are banded. Orthodontic treatment procedures which are listed on the Plan Schedule and were started but not completed prior to the Member's eligibility to receive benefits under this plan may be covered if the Member identifies a Participating Orthodontic Specialty Care Dentist who is willing to complete the treatment at a patient charge equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. In this situation retention services would also be at 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. When comprehensive orthodontic treatment is started prior to the Member's eligibility to receive benefits under this plan, the Patient Charge for orthodontic retention is equal to 85% of the Participating Orthodontic Specialty Care Dentist's usual fee. Also refer to the Orthodontic Takeover Treatment-in-Progress section.
- ++ Covered Services are subject to exclusions, limitations and Plan provisions as described in Member's Plan Booklet and the Manual.

#### The Plan Covers:

- Orthodontic services as listed under Covered Dental Services and Patient Charges, limited to one (1) course of treatment per Member. We must preauthorize treatment, and it must be performed by a Participating Orthodontic Specialist Dentist.
- Up to twenty-four (24) months of comprehensive orthodontic treatment.
- Treatment plan and records, including initial records and any interim and final records.
- Comprehensive orthodontic treatment, including the fixed banding appliances and related visits only.
- Retention services following a course of comprehensive orthodontic treatment that was covered under this Plan.
- Orthodontic retention, including any and all necessary fixed and removable appliances and related visits.
- If a Member has orthodontic treatment associated with orthognathic surgery (a non-covered procedure involving the surgical moving of teeth), the Plan provides the standard orthodontic benefit. The Member will be responsible for additional charges related to the orthognathic surgery and the complexity of the orthodontic treatment. The additional charge will be based on the Participating Orthodontic Specialist Dentist's usual fee.

#### This Plan Does Not Cover:

- Any procedure listed as an exclusion, in excess of Plan limitations, or as not covered under MDG.
- Orthodontic treatment performed by any dentist other than a Participating Orthodontic Specialist Dentist.
- Limited orthodontic treatment and interceptive (Phase I) treatment.
- Treatment beyond twenty-four (24) months. (The Member will be responsible for an additional charge for each additional month of treatment, based upon the Participating Orthodontic Specialist Dentist's contracted fee.)
- Except as described under treatment in progress – orthodontic treatment, orthodontic services are not covered if comprehensive treatment begins before the Member is eligible for benefits under the Plan. If a Member's coverage terminates after the fixed banding appliances are inserted, the Participating Orthodontist Specialty Care Dentist may prorate his or her usual fee over the remaining months of treatment.
- Orthodontic services after a Member's coverage terminates.
- Any incremental charges for non-standard orthodontic appliances or those made with clear, ceramic, white or other optional material or lingual brackets.
- Procedures, appliances or devices to (a) guide minor tooth movement or (b) to correct or control harmful habits.
- Re-treatment of orthodontic cases, or changes in orthodontic treatment necessitated by any kind of accident.
- Replacement or repair of orthodontic appliances damaged due to the neglect of the Member.
- Extractions performed solely to facilitate orthodontic treatment.
- Orthognathic surgery (moving of teeth by surgical means) and associated incremental charges.
- If a Member transfers to another Participating Orthodontic Specialty Care Dentist after authorized comprehensive orthodontic treatment has started under this Plan, the Member will be responsible for any additional costs associated with the change in Orthodontic Specialty Care Dentist and subsequent treatment.

Managed DentalGuard is underwritten by Managed Dental Care in CA; First Commonwealth in IL, MO, MI and IN; Guardian in FL and NY, and Managed DentalGuard, Inc. in NJ and TX. Managed Dental Care, First Commonwealth and Managed DentalGuard, Inc. are wholly owned subsidiaries of The Guardian Life Insurance Company of America.

# Dental Maximum Rollover<sup>®</sup>

## Save Your Unused Claims Dollars For When You Need Them Most

Guardian will roll over a portion of your unused annual maximum into your personal Maximum Rollover Account (MRA). If you reach your Plan Annual Maximum in future years, you can use money from your MRA. To qualify for an MRA, you must have a paid claim (not just a visit) and must not have exceeded the paid claims threshold during the benefit year. Your MRA may not exceed the MRA limit. You can view your annual MRA statement detailing your account and those of your dependents on [www.GuardianAnytime.com](http://www.GuardianAnytime.com).

*Please note that actual maximum limitations and thresholds vary by plan. Your plan may vary from the one used below as an example to illustrate how the Maximum Rollover functions.*

Plan Annual Maximum*	Threshold	Maximum Rollover Amount	In-Network Only Rollover Amount	Maximum Rollover Account Limit
\$2000	\$800	\$400	\$600	\$1500
Maximum claims reimbursement	Claims amount that determines rollover eligibility	Additional dollars added to Plan Annual Maximum for future years	Additional dollars added to Plan Annual Maximum for future years if only in-network providers were used during the benefit year	Plan Annual Maximum plus Maximum Rollover cannot exceed \$3,500 in total

\* If a plan has a different annual maximum for PPO benefits vs. non-PPO benefits, (\$1500 PPO/\$1000 non-PPO for example) the non-PPO maximum determines the Maximum Rollover plan.

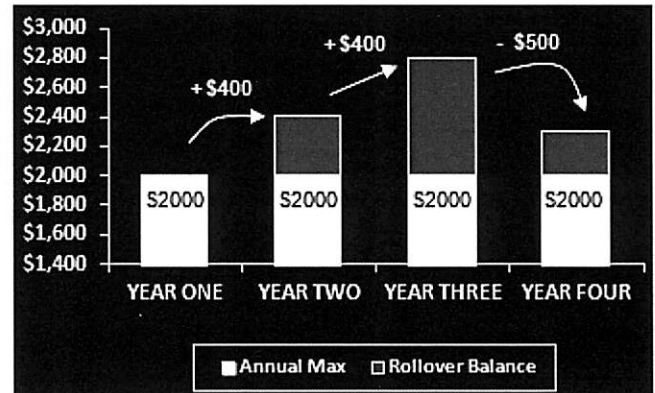
### Here's how the benefits work:

**YEAR ONE:** Jane starts with a \$2000 Plan Annual Maximum. She submits \$150 in dental claims. Since she did not reach the \$800 Threshold, she receives a \$400 rollover that will be applied to Year Two.

**YEAR TWO:** Jane now has an increased Plan Annual Maximum of \$2,400. This year, she submits \$50 in claims and receives an additional \$400 rollover added to her Plan Annual Maximum.

**YEAR THREE:** Jane now has an increased Plan Annual Maximum of \$2,800. This year, she submits \$2,500 in claims. All claims are paid due to the amount accumulated in her Maximum Rollover Account.

**YEAR FOUR:** Jane's Plan Annual Maximum is \$2,300 (\$2,000 Plan Annual Maximum + \$300 remaining in her Maximum Rollover Account).



For Overview of your Dental Benefits, please see About Your Benefit Section of this Enrollment Booklet.

#### NOTES:

You and your insured dependents maintain separate MRAs based on your own claim activity. Each MRA may not exceed the MRA limit.

Cases on either a calendar year or policy year accumulation basis qualify for the Maximum Rollover feature. For calendar year cases with an effective date in October, November or December, the Maximum Rollover feature starts as of the first full benefit year. For example, if a plan starts in November of 2013, the claim activity in 2014 will be used and applied to MRAs for use in 2015.

Under either benefit year set up (calendar year or policy year), Maximum Rollover for new entrants joining with 3 months or less remaining in the benefit year, will not begin until the start of the next full benefit year. Maximum Rollover is deferred for members who have coverage of Major services deferred. For these members, Maximum Rollover starts when coverage of Major services starts, or the start of the next benefit year if 3 months or less remain until the next benefit year. (Actual eligibility timeframe may vary. See your Plan Details for the most accurate information.)

Guardian's Dental Insurance is underwritten and issued by The Guardian Life Insurance Company of America or its subsidiaries, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage.

Policy Form #GP-1-DG2000, et al.

**Vision Benefit Summary**

**Group Number:** 00516368

**Why choose Guardian for your Vision insurance:**

For just a few dollars a month, this coverage saves you money on optical wellness, as well as providing discounts on eyewear, contacts, and corrective vision services

- Extensive network of vision specialists and medical professionals
- Affordable coverage
- Quick and easy claim payments

**About Your Benefits:**

**Option 1:** Significant out-of-pocket savings available with your **Full Feature** plan by visiting one of Davis Vision's network locations including retail centers such as Wal-Mart®, JCPenney®, Sears®, Target®, Sam's Club®, Pearle®, and Visionworks®.

Your Vision Plan	Full Feature - Designer
<b>Your Network is</b>	Davis Vision
<b>Your Bi-weekly premium</b>	<b>\$ 3.34</b>
You and Spouse/Domestic partner	\$ 6.16
You and Child(ren)	\$ 6.45
You, Spouse/Domestic partner and Child(ren)	\$ 9.66

Copay	
Exams Copay	\$ 10
Materials Copay (waived for elective contact lenses)	\$ 25

Sample of Covered Services	You pay (after copay if applicable):	
	In-network	Out-of-network
Eye Exams	\$0	Amount over \$50
Single Vision Lenses	\$0	Amount over \$48
Lined Bifocal Lenses	\$0	Amount over \$67
Lined Trifocal Lenses	\$0	Amount over \$86
Lenticular Lenses	\$0	Amount over \$126
Frames	80% of amount over \$130*2	Amount over \$48
Contact Lenses (Elective and conventional)	85% of amount over \$130*	Amount over \$105
Contact Lenses (Planned replacement and disposable)	85% of amount over \$130*	Amount over \$105
Contact Lenses (Medically Necessary)	\$0	Amount over \$210
Cosmetic Extras	Avg. 40-60% off retail price	No discounts
Glasses (Additional pair of frames and lenses)	Courtesy discount from most providers	No discounts
Laser Correction Surgery Discount	Up to 25% off the usual charge or 5% off promotional price	No discounts

Service Frequencies	
Exams	Every calendar year
Lenses (for glasses or contact lenses)‡‡	Every calendar year
Frames	Every two calendar years
Network discounts (glasses and contact lens professional service)	Applies to first purchase & courtesy discount from most providers on subsequent purchases.

Dependent Age Limits	26
Visit <a href="http://www.GuardianAnytime.com">www.GuardianAnytime.com</a> and click on "Find a Provider"	

This is only a partial list of vision services. Your certificate of benefits will show exactly what is covered and excluded.

Benefit information illustrated within this material reflects the plan covered by Guardian as of 08/21/2019

## Davis

- Benefit includes coverage for glasses or contact lenses, not both.
- Family coverage for spouse and children if the child is dependent upon the employee for support and is: (i) living in the employee's household; or (ii) a full-time or part-time student.
- Contact lenses from Davis Vision's Collection are available at most private practice locations with Full Feature and Materials Only plans. Contacts from the collection are covered in full including fitting and evaluation, in excess of the plan's materials copay. Elective contacts that are not part of the Collection are covered up to the plan's elective contact lens allowance and the materials copay is waived.
- \*Due to lower prices available at Wal-mart and Sam's Club locations, discounts do not apply. Members will pay 100% of the amount over their allowance.
- For Davis Vision, complete eyeglasses must be purchased at one time from one provider. For example, if a member purchases only lenses, he or she cannot purchase frames later in the same benefit period. The member is not eligible for new vision materials until the next benefit period. Only charges for an initial purchase can be used toward the material allowance. Any unused balance remaining after the initial purchase cannot be banked for future use.
- <sup>2</sup>Extra \$50 at Visionworks stores

*This document is a summary of the major features of the referenced insurance coverage. It is intended for illustrative purposes only and does not constitute a contract. The insurance plan documents, including the policy and certificate, comprise the contract for coverage. The full plan description, including the benefits and all terms, limitations and exclusions that apply will be contained in your insurance certificate. The plan documents are the final arbiter of coverage. Coverage terms may vary by state and actual sold plan. The premium amounts reflected in this summary are an approximation; if there is a discrepancy between this amount and the premium actually billed, the latter prevails.*

### Manage Your Benefits:

Go to [www.GuardianAnytime.com](http://www.GuardianAnytime.com) to access secure information about your Guardian benefits including access to an image of your ID Card. Your on-line account will be set up within 30 days after your plan effective date.

### Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00516368.

**Please call the Guardian Helpline if you need to use your benefits within 30 days of plan effective date.**

**Please note, self-serve options over the phone or online at Guardian Anytime are not available until the case is fully implemented, please wait to speak to a live agent when calling the Guardian Helpline.**

## EXCLUSIONS AND LIMITATIONS

*Important Information:* This policy provides vision care limited benefits health insurance only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department. Coverage is limited to those charges that are necessary for a routine vision examination. Co-pays apply. The plan does not pay for: orthoptics or vision training and any associated supplemental testing; medical or surgical treatment of the eye; and eye examination or corrective eyewear required by an employer as a condition of employment; replacement of lenses and frames that are furnished under this plan, which are lost or broken (except at normal intervals when services are otherwise available or a warranty exists). The plan limits benefits for blended lenses, oversized lenses, photochromic lenses, tinted lenses, progressive multifocal lenses, coated or laminated lenses, a frame that exceeds plan allowance, cosmetic lenses; U-V protected lenses and optional cosmetic processes.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract #GP-I-DAVIS-05-VIS et al.

### Laser Correction Surgery:

Up to 25% off for vision laser surgery.

Laser surgery is not an insured benefit. The surgery is available at a discounted fee. The covered person must pay the entire discounted fee. In addition, the laser surgery discount may not be available in all states.



**NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

**Effective: 05/01/2016**

This Notice of Privacy Practices describes how Guardian and its subsidiaries may use and disclose your Protected Health Information (PHI) in order to carry out treatment, payment and health care operations and for other purposes permitted or required by law.

Guardian is required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices concerning PHI. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all PHI maintained by us. If we make material changes to our privacy practices, copies of revised notices will be made available on request and circulated as required by law. Copies of our current Notice may be obtained by contacting Guardian (using the information supplied below), or on our Web site at [www.guardianlife.com/privacy-policy](http://www.guardianlife.com/privacy-policy).

**What is Protected Health Information (PHI):**

PHI is individually identifiable information (including demographic information) relating to your health, to the health care provided to you or to payment for health care. PHI refers particularly to information acquired or maintained by us as a result of your having health coverage (including medical, dental, vision and long term care coverage).

**In What Ways may Guardian Use and Disclose your Protected Health Information (PHI):**

Guardian has the right to use or disclose your PHI without your written authorization to assist in your treatment, to facilitate payment and for health care operations purposes. There are certain circumstances where we are required by law to use or disclose your PHI. And there are other purposes, listed below, where we are permitted to use or disclose your PHI without further authorization from you. Please note that examples are provided for illustrative purposes only and are not intended to indicate every use or disclosure that may be made for a particular purpose.

**Guardian has the right to use or disclose your PHI for the following purposes:**

**Treatment.** Guardian may use and disclose your PHI to assist your health care providers in your diagnosis and treatment. For example, we may disclose your PHI to providers to supply information about alternative treatments.

**Payment.** Guardian may use and disclose your PHI in order to pay for the services and resources you may receive. For example, we may disclose your PHI for payment purposes to a health care provider or a health plan. Such purposes may include: ascertaining your range of benefits; certifying that you received treatment; requesting details regarding your treatment to determine if your benefits will cover, or pay for, your treatment.

**Health Care Operations.** Guardian may use and disclose your PHI to perform health care operations, such as administrative or business functions. For example, we may use your PHI for underwriting and premium rating purposes. However, we will not use or disclose your genetic information for underwriting purposes and are prohibited by law from doing so.

**Appointment Reminders.** Guardian may use and disclose your PHI to contact you and remind you of appointments.

**Health Related Benefits and Services.** Guardian may use and disclose PHI to inform you of health related benefits or services that may be of interest to you.

**Plan Sponsors.** Guardian may use or disclose PHI to the plan sponsor of your group health plan to permit the plan sponsor to perform plan administration functions. For example, a plan may contact us regarding benefits, service or coverage issues. We may also disclose summary health information about the enrollees in your group health plan to the plan sponsor so that the sponsor can obtain premium bids for health insurance coverage, or to decide whether to modify, amend or terminate your group health plan.



#### Guardian is required to use or disclose your PHI:

- To you or your personal representative (someone with the legal right to make health care decisions for you);
- To the Secretary of the Department of Health and Human Services, when conducting a compliance investigation, review or enforcement action related to health information privacy or security; and
- Where otherwise required by law.

#### Guardian is Required to Notify You of any Breaches of Your Unsecured PHI.

Although Guardian takes reasonable, industry-standard measures to protect your PHI, should a breach occur, Guardian is required by law to notify affected individuals. Under federal medical privacy law, a breach means the acquisition, access, use, or disclosure of unsecured PHI in a manner not permitted by law that compromises the security or privacy of the PHI.

#### Other Uses and Disclosures.

Guardian may also use and disclose your PHI for the following purposes without your authorization:

- We may disclose your PHI to persons involved in your care or payment for care, such as a family member or close personal friend, when you are present and do not object, when you are incapacitated, under certain circumstances during an emergency or when otherwise permitted by law.
- We may use or disclose your PHI for public health activities, such as reporting of disease, injury, birth and death, and for public health investigations.
- We may use or disclose your PHI in an emergency, directly to or through a disaster relief entity, to find and tell those close to you of your location or condition
- We may disclose your PHI to the proper authorities if we suspect child abuse or neglect; we may also disclose your PHI if we believe you to be a victim of abuse, neglect, or domestic violence.
- We may disclose your PHI to a government oversight agency authorized by law to conducting audits, investigations, or civil or criminal proceedings.
- We may use or disclose your PHI in the course of a judicial or administrative proceeding (e.g., to respond to a subpoena or discovery request).
- We may disclose your PHI to the proper authorities for law enforcement purposes.
- We may disclose your PHI to coroners, medical examiners, and/or funeral directors consistent with law.
- We may use or disclose your PHI for organ or tissue donation.
- We may use or disclose your PHI for research purposes, but only as permitted by law.
- We may use or disclose PHI to avert a serious threat to health or safety.
- We may use or disclose your PHI if you are a member of the military as required by armed forces services.
- We may use or disclose your PHI to comply with workers' compensation and other similar programs.
- We may disclose your PHI to third party business associates that perform services for us, or on our behalf (e.g. vendors).
- We may use and disclose your PHI to federal officials for intelligence and national security activities authorized by law. We also may disclose your PHI to authorized federal officials in order to protect the President, other officials or foreign heads of state, or to conduct investigations authorized by law.
- We may disclose your PHI to correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official (e.g., for the institution to provide you with health care services, for the safety and security of the institution, and/or to protect your health and safety or the health and safety of other individuals).
- We may use or disclose your PHI to your employer under limited circumstances related primarily to workplace injury or illness or medical surveillance.

We generally will not sell your PHI, or use or disclose PHI about you for marketing purposes without your authorization unless otherwise permitted by law.

#### **Your Rights with Regard to Your Protected Health Information (PHI):**

Your Authorization for Other Uses and Disclosures. Other than for the purposes described above, or as otherwise permitted by law, Guardian must obtain your written authorization to use or disclosure your PHI. You have the right to revoke that authorization in writing except to the extent that: (i) we have taken action in reliance upon the authorization prior to your written revocation, or (ii) you were required to give us your authorization as a condition of obtaining coverage, and we have the right, under other law, to contest a claim under the coverage or the coverage itself.

Under federal and state law, certain kinds of PHI may require enhanced privacy protections. These forms of PHI include information pertaining to:

- HIV/AIDS testing, diagnosis or treatment
- Venereal and /or communicable Disease(s)
- Genetic Testing
- Alcohol and drug abuse prevention, treatment and referral
- Psychotherapy notes

We will only disclose these types of delineated information when permitted or required by law or upon your prior written authorization.

Your Right to an Accounting of Disclosures. An 'accounting of disclosures' is a list of certain disclosures we have made, if any, of your PHI. You have the right to receive an accounting of certain disclosures of your PHI that were made by us. This right applies to disclosures for purposes other than those made to carry out treatment, payment and health care operations as described in this notice. It excludes disclosures made to you, or those made for notification purposes.

We ask that you submit your request in writing by completing our form. Your request may state a requested time period not more than six years prior to the date when you make your request. Your request should indicate in what form you want the list (e.g., paper, electronically). Our form for Accounting of Disclosure requests is available at [www.guardianlife.com/privacy-policy](http://www.guardianlife.com/privacy-policy).

Your Right to Obtain a Paper Copy of This Notice. You have a right to request a paper copy of this notice even if you have previously agreed to accept this notice electronically. You may obtain a paper copy of this notice by sending a request to the contact information listed at the end of this notice.

Your Right to File a Complaint. If you believe your privacy rights have been violated, you may file a complaint with Guardian or the Secretary of U.S. Department of Health and Human Services. If you wish to file a complaint with Guardian, you may do so using the contact information below. You will not be penalized for filing a complaint.

Please submit any exercise of the Rights designated below to Guardian in writing using the contact information listed below. For some requests, Guardian may charge for reasonable costs associated with complying with your requests; in such a case, we will notify you of the cost involved and provide you the opportunity to modify your request before any costs are incurred.

Your Right to Request Restrictions. You have the right to request a restriction on the PHI we use or disclose about you for treatment, payment or health care operations as described in this notice. You also have the right to request a restriction on the medical information we disclose about you to someone who is involved in your care or the payment for your care.

Guardian is not required to agree to your request; however, if we do agree, we will comply with your request until we receive notice from you that you no longer want the restriction to apply (except as required by law or in emergency situations). Your request must describe in a clear and concise manner: (a) the information you wish restricted; (b) whether you are requesting to limit Guardian's use, disclosure or both; and (c) to whom you want the limits to apply.

Your Right to Request Confidential Communications. You have the right to request that Guardian communicate with you about your PHI be in a particular manner or at a certain location. For example, you may ask that we contact you at work rather than at home. We are required to accommodate all reasonable requests made in writing, when such requests clearly state that your life could be endangered by the disclosure of all or part of your PHI.

Your Right to Amend Your PHI If you feel that any PHI about you, which is maintained by Guardian, is inaccurate or incomplete, you have the right to request that such PHI be amended or corrected. Within your written request, you must provide a reason in support of your request. Guardian reserves the right to deny your request if: (i) the PHI was not created by Guardian, unless the person or entity that created the information is no longer available to amend it (ii) if we do not maintain the PHI at issue (iii) if you would not be permitted to inspect and copy the PHI at issue or (iv) if the PHI we maintain about you is accurate and complete. If we deny your request, you may submit a written statement of your disagreement to us, and we will record it with your health information.

Your Right to Access to Your PHI. You have the right to inspect and obtain a copy of your PHI that we maintain in designated record sets. Under certain circumstances, we may deny your request to inspect and copy your PHI. In an instance where you are denied access and have a right to have that determination reviewed, a licensed health care professional chosen by Guardian will review your request and the denial. The person conducting the review will not be the person who denied your request. Guardian promises to comply with the outcome of the review.

**How to Contact Us:**

If you have any questions about this Notice or need further information about matters covered in this Notice, please call the toll-free number on the back of your Guardian ID card. If you are a broker please call 800-627-4200. All others please contact us at 800-541-7846. You can also write to us with your questions, or to exercise any of your rights, at the address below:

Attention: Guardian Corporate Privacy Officer  
National Operations

Address: The Guardian Life Insurance Company of America  
Group Quality Assurance - Northeast  
P.O. Box 981573  
El Paso, TX 79998-1573

Welcome to the College Tuition Benefits Rewards program! Your Plan Sponsor has worked with Guardian to make College Tuition Benefit services available to eligible participants enrolling in the following coverage/option(s):

Coverage	Option
Dental	Option 1: DHMO Option 2: PPO

**Register Today!**

You can now create your Rewards account and start accumulating your Tuition Rewards that can be used to pay up to one year's tuition at over 380 private colleges and universities across the nation. In 2016, over \$60 million in College Tuition Benefit Rewards were submitted by high school seniors. **Here is how it works:**

- Annual enrollment in this plan earns you 2,000 Tuition Rewards (1 Reward = \$1 in tuition reduction at a network of Private Colleges and Universities) for each line of Guardian coverage (up to four lines).
- Guardian Dental participants receive a bonus after year four.
- These rewards are yours for your lifetime and can be given to children, grandchildren, nieces, nephews and godchildren.

The Tuition Rewards program is provided by College Tuition Benefit. The Guardian Life Insurance Company of America (Guardian) does not provide any services related to this program. College Tuition Benefit is not a subsidiary or an affiliate of Guardian.

**Print and cut out ID Card**

College Tuition Benefits Rewards- ID Card	f o l d	<b>The College Tuition Benefit</b> 435 Devon Park Drive Building 400, Suite 410 Wayne, PA 19087 Phone: (215) 839-0119 Fax: (215) 392-3255
Register@ <b>www.Guardian.CollegeTuitionBenefit.com</b>  <b>User ID:</b> Is Your Guardian Group Plan Number that can be found on your benefit booklet <b>Password:</b> Guardian		

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Guardian Life, P.O. Box 14319,  
Lexington, KY 40512

Please print clearly and mark carefully.

Employer Name: TOWN OF SURFSIDE	Group Plan Number: 00516368	Benefits Effective: _____
PLEASE CHECK APPROPRIATE BOX <input type="checkbox"/> Initial Enrollment <input type="checkbox"/> Re-Enrollment <input type="checkbox"/> Add Employee/Dependents <input type="checkbox"/> Drop/Refuse Coverage <input type="checkbox"/> Information Change		
<input type="checkbox"/> Increase Amount <input type="checkbox"/> Family Status Change		

Class: \_\_\_\_\_ Division: \_\_\_\_\_ Subtotal Code: \_\_\_\_\_ (Please obtain this from your Employer)

<b>About You:</b> First, MI, Last Name:		Social Security Number ____ - ____ - ____	
Address		City	State
Zip			
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yy): ____ - ____ - ____	Phone: ( ) - -	
Email Address:	Are you married or do you have a spouse? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of marriage/union: ____ - ____ - ____	
	Do you have children or other dependents? <input type="checkbox"/> Yes <input type="checkbox"/> No	Placement date of adopted child: ____ - ____ - ____	

<b>About Your Job:</b>		Hours worked per week: _____	Job Title: _____
Work Status:		Date of full time hire: ____ - ____ - ____	
<input type="checkbox"/> Active <input type="checkbox"/> Retired <input type="checkbox"/> Cobra/State Continuation			

**About Your Family:** Please include the names of the dependents you wish to enroll for coverage. A dependent is a person that you, as a taxpayer, claim; who relies on you for financial support; and for whom you qualify for a dependency tax exception. Dependency tax exemptions are subject to IRS rules and regulations. Additional information may be required for non-standard dependents such as a grandchild, a niece or a nephew.

Spouse (First, MI, Last Name)	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Social Security Number ____ - ____ - ____	
Address/City/State/Zip:		Date of Birth (mm-dd-yyyy) ____ - ____ - ____	
Phone: ( ) -			
Child/Dependent 1:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent
Address/City/State/Zip:		Social Security Number ____ - ____ - ____	
Phone: ( ) -		Date of Birth (mm-dd-yyyy) ____ - ____ - ____	
Child/Dependent 2:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent
Address/City/State/Zip:		Social Security Number ____ - ____ - ____	
Phone: ( ) -		Date of Birth (mm-dd-yyyy) ____ - ____ - ____	

<b>Child/Dependent 3:</b> Address/City/State/Zip: Phone: ( ) -	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Social Security Number _____ - _____ - _____ Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent
<b>Child/Dependent 4:</b> Address/City/State/Zip: Phone: ( ) -	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Social Security Number _____ - _____ - _____ Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent

<b>Drop Coverage:</b> <input type="checkbox"/> Drop Employee <input type="checkbox"/> Drop Dependents The date of withdrawal cannot be prior to the date this form is completed Last Day of Coverage: ____ - ____ - ____ <input type="checkbox"/> Termination of Employment <input type="checkbox"/> Retirement Last Day Worked: ____ - ____ - ____ <input type="checkbox"/> Other Event: _____ Date of Event: ____ - ____ - ____	<b>Coverage Being Dropped:</b> <input type="checkbox"/> Dental <input type="checkbox"/> Employee <input type="checkbox"/> Spouse <input type="checkbox"/> Child(ren) <input type="checkbox"/> Vision <input type="checkbox"/> Employee <input type="checkbox"/> Spouse <input type="checkbox"/> Child(ren)
<b>Loss Of Other Coverage:</b> I and/or my dependents were previously covered under <u>another insurance plan</u> . Loss of coverage was due to: <input type="checkbox"/> Termination of Employment: ____ - ____ - ____ <input type="checkbox"/> Divorce ____ - ____ - ____ <input type="checkbox"/> Death of Spouse ____ - ____ - ____ <input type="checkbox"/> Termination/Expiration of Coverage ____ - ____ - ____ Coverage Lost <input type="checkbox"/> Dental <input type="checkbox"/> Vision	I have been offered the above coverage(s) and wish to drop enrollment for the following reasons: <input type="checkbox"/> Covered under another insurance plan <input type="checkbox"/> Other _____ (additional information may be required)

**Dental Coverage:** You must be enrolled to cover your dependents. Check only one box.

Your Bi-weekly Premium	Employee Only	EE & Spouse	EE & Dependent/Child(ren)	EE, Spouse & Dependent/Child(ren)
Option 1: DHMO	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$1.52	<input type="checkbox"/> \$5.42	<input type="checkbox"/> \$12.49
Option 2: PPO	<input type="checkbox"/> \$7.74	<input type="checkbox"/> \$31.27	<input type="checkbox"/> \$41.28	<input type="checkbox"/> \$62.61

• If Managed Dental Care is elected, you must have a Primary Care Dentist (PCD). Please designate your PCD(s) by listing dental office location number(s) for each person. Please visit [guardianlife.com](http://guardianlife.com) for a list of providers. If you do not select a PCD, one will be assigned for you.

Employee \_\_\_\_\_ Spouse \_\_\_\_\_ Child(ren) \_\_\_\_\_

I do not want this coverage. If you do not want this Dental Coverage, please mark all that apply:

I am covered under another Dental plan  
 My spouse is covered under another Dental plan  
 My dependents are covered under another Dental plan

**Vision Coverage:** You must be enrolled to cover your dependents. Check only one box.

Your Bi-weekly Premium	Employee Only	EE & Spouse	EE & Dependent/Child(ren)	EE, Spouse & Dependent/Child(ren)
Full Feature - Designer	<input type="checkbox"/> \$3.34	<input type="checkbox"/> \$6.16	<input type="checkbox"/> \$6.45	<input type="checkbox"/> \$9.66

I do not want this coverage. If you do not want this Vision Coverage, please mark all that apply:

I am covered under another Vision plan  
 My spouse is covered under another Vision plan  
 My dependents are covered under another Vision plan

Signature

- An employee's decision to elect Vision or not elect Vision must be retained until the next plan's Open Enrollment period. If the employee elects not to enroll in vision coverage, they are not eligible to enroll until the plan's next Open Enrollment period.
- I understand that my dependent(s) cannot be enrolled for a coverage if I am not enrolled for that coverage.
- I understand that the premium amounts shown above are estimations and are for illustrative purposes only.
- Submission of this form does not guarantee coverage. Among other things, coverage is contingent upon underwriting approval and meeting the applicable eligibility requirements as set forth in the applicable benefit booklet.
- If coverage is waived and you later decide to enroll, late entrant penalties may apply. You may also have to provide, at your own expense, proof of each person's insurability. Guardian or its designee has the right to reject your request.
- Plan design limitations and exclusions may apply. For complete details of coverage, please refer to your benefit booklet. State limitations may apply.
- I hereby apply for the group benefit(s) that I have chosen above.
- I understand that I must meet eligibility requirements for all coverages that I have chosen above.
- I agree that my employer may deduct premiums from my pay if they are required for the coverage I have chosen above.
- I acknowledge and consent to receiving electronic copies of applicable insurance related documents, in lieu of paper copies, to the extent permitted by applicable law. I may change this election only by providing thirty (30) day prior written notice.
- I attest that the information provided above is true and correct to the best of my knowledge.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

The laws of New York require the following statement appear: If you are not a resident of New York this statement does not apply to you: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. (Does not apply to Life Insurance.)

SIGNATURE OF EMPLOYEE X \_\_\_\_\_

DATE \_\_\_\_\_





# Short-Term Disability Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

<b>ELIGIBILITY - ALL ELIGIBLE EMPLOYEES</b>	
<b>Eligibility Requirement</b>	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
<b>Premium Payment</b>	The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.
<b>BENEFITS</b>	
<b>Elimination Period</b>	If you become disabled, there is an elimination period before benefits are payable. Your benefits begin: <ul style="list-style-type: none"> <li>• On the 15th day of your disabling injury.</li> <li>• On the 15th day of your disabling illness.</li> </ul>
<b>Weekly Benefit</b>	Your benefit is equivalent to 66% of your before-tax weekly earnings, not to exceed the plan's maximum weekly benefit amount less other income sources.
<b>Maximum Benefit Period</b>	Up to 24 weeks
<b>Maximum Weekly Benefit</b>	\$1,000
<b>Minimum Weekly Benefit</b>	None
<b>Partial Disability Benefits</b>	If you become disabled and can work part-time (but not full-time), you may be eligible for partial disability benefits, which will help supplement your income until you are able to return to work full-time.
<b>DEFINITIONS</b>	
<b>Definition of Disability</b>	Disability and disabled mean that because of an injury or illness, a significant change in your mental or functional abilities has occurred, for which you are prevented from performing at least one of the material duties of your regular job and are unable to generate current earnings which exceed 99% of your weekly earnings from your regular job. You can be totally or partially disabled during the elimination period.
<b>Definition of Weekly Earnings</b>	Weekly earnings for salaried employees is the gross annual salary in effect immediately prior to the date disability begins, divided by 52. Weekly earnings for hourly employees is the hourly rate of pay multiplied by the average number of hours worked per week during the 12 month period immediately prior to the date disability begins. If employed for part of the prior 12 month period, weekly earnings is the hourly rate of pay multiplied by the average number of hours worked.
<b>FEATURES</b>	
<b>Vocational Rehabilitation Benefit</b>	If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a monthly benefit increase of 5%.
<b>SERVICES</b>	
<b>Hearing Discount Program</b>	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit <a href="http://www.amplifonusa.com/mutualofomaha">www.amplifonusa.com/mutualofomaha</a> to learn more.

# > Frequently Asked Questions

## Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

## How long will my benefits be paid?

Benefits begin after the end of the elimination period and can be payable up to the maximum benefit period as long as you remain disabled.

## Will my benefits be reduced by other sources of income?

Yes, depending on the type of income you receive. Your benefit amount may be reduced by other sources of income such as retirement/government plans, other group disability plans, paid family leave, salary continuance/sick leave, settlements on payments received and no-fault benefits.

## Does this plan cover me if I become disabled due to an injury at work?

No, your STD insurance only provides benefits for off-the-job coverage for disabilities due to injury or sickness.

## Are there any limitations or exclusions?

The benefits payable are subject to the following:

- A pre-existing condition limitation does not apply.
- Benefits are not payable for any disability or loss that:
  - Results from an act of declared or undeclared war or armed aggression
  - Results from participation in a riot or commission of or attempt to commit a felony
  - Arises out of or in the course of employment with the policyholder for benefits under any workers' compensation or occupational disease law, or receives any settlement from the workers' compensation carrier
  - Results, whether the insured person is sane or insane, from an intentionally self-inflicted injury or illness, suicide, or attempted suicide
  - Occurs while incarcerated or imprisoned for any period exceeding 31 days
  - Is solely a result of a loss of a professional license, occupation license or certification

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this summary, the certificate booklet will prevail. Benefits availability is subject to final acceptance and approval of the group application by the underwriting company. Disability income insurance is underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Policy form number 7000GM-U-EZ-2010.





# Long-Term Disability Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

<b>ELIGIBILITY - ALL ELIGIBLE EMPLOYEES</b>	
<b>Eligibility Requirement</b>	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
<b>Premium Payment</b>	The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.
<b>BENEFITS</b>	
<b>Elimination Period</b>	Your benefits begin on the later of 180 calendar days after the onset of your disabling injury or illness or the date your short term disability ends.
<b>Monthly Benefit</b>	Your benefit is equivalent to 60% of your before-tax monthly earnings, not to exceed the plan's maximum monthly benefit amount less other income sources.  The premium for your long-term disability coverage is waived while you are receiving benefits.
<b>Maximum Monthly Benefit</b>	\$7,000
<b>Minimum Monthly Benefit</b>	\$50
<b>Maximum Benefit Period</b>	If you become disabled prior to age 62, benefits are payable to age 65, your Social Security Normal Retirement Age or 3.5 years, whichever is longest. At age 62 (and older), the benefit period will be based on a reduced duration schedule.
<b>Partial Disability Benefits</b>	If you become disabled and can work part-time (but not full-time), you may be eligible for partial disability benefits.
<b>DEFINITIONS</b>	
<b>Own Occupation</b>	2 Years
<b>Own Occupation Earnings Test</b>	99%
<b>Definition of Monthly Earnings</b>	Monthly earnings for salaried employees is the gross annual salary in effect immediately prior to the date disability begins, divided by 12. Monthly earnings for hourly employees is the hourly rate of pay multiplied by the average number of hours worked during the 12 month period immediately prior to the date disability begins. If employed for part of the prior 12 month period, monthly earnings is the hourly rate of pay multiplied by the average number of hours worked.
<b>FEATURES</b>	
<b>Vocational Rehabilitation Benefit</b>	If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a monthly benefit increase of 5%.
<b>Survivor Benefit</b>	If you pass away while receiving disability benefits, a lump sum equal to 3 times your monthly benefit will be paid to your eligible survivor.
<b>SERVICES</b>	
<b>Employee Assistance Program (EAP)</b>	The EAP program provides you and your loved ones access to trained professionals and resources for assistance with personal and workplace issues.

**Hearing Discount Program**

The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit [www.amplifonusa.com/mutualofomaha](http://www.amplifonusa.com/mutualofomaha) to learn more.

# > Frequently Asked Questions

## Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

## How long will my benefits be paid?

Benefits begin after the end of the elimination period and can be payable up to the maximum benefit period as long as you remain disabled.

## Will my benefits be reduced by other sources of income?

Yes, depending on the type of income you receive. Your benefit amount may be reduced by other sources of income such as retirement/government plans, other group disability plans, salary continuance/sick leave, settlements on payments received and no-fault benefits.

## Does this plan cover me if I become disabled due to an injury at work?

Yes, your LTD insurance provides benefits for both on-the-job and off-the-job coverage for disabilities due to injury or sickness.

## Are there any limitations or exclusions?

The benefits payable are subject to the following:

- Disabilities related to alcohol and drug abuse are only payable for up to 24 months while insured under the policy.
- Disabilities related to mental disorders are only payable for up to 24 months while insured under the policy.
- Disabilities related to specific conditions are only payable for up to 24 months while insured under the policy.
- Your plan is subject to a pre-existing condition limitation. A pre-existing condition is one for which you have received medical treatment, consultation, care or services including diagnostic measures, or if you were prescribed or took prescription medications in the predetermined time frame prior to your effective date of coverage. The pre-existing condition under this plan is 3/12 which means any condition that you receive medical attention for in the 3 months prior to your effective date of coverage that results in a disability during the first 12 months of coverage, would not be covered.
- Benefits are not payable for any disability or loss that:
  - Results from an act of declared or undeclared war or armed aggression
  - Results from participation in a riot or commission of or attempt to commit a felony
  - Results, whether the insured person is sane or insane, from an intentionally self-inflicted injury or illness, suicide, or attempted suicide
  - Results from alcohol and drug abuse and/or substance abuse, except as noted above
  - Results from a mental disorder, except as noted above
  - Is caused by alcohol and drug abuse and/or substance abuse, while not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction
  - Occurs while incarcerated or imprisoned for any period exceeding 31 days
  - Is solely a result of a loss of a professional license, occupation license or certification

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this summary, the certificate booklet will prevail. Benefits availability is subject to final acceptance and approval of the group application by the underwriting company. Disability income insurance is underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Policy form number 7000GM-U-EZ-2010.





# Term Life Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

<b>ELIGIBILITY - ALL OTHER ELIGIBLE RETIREES</b>	
<b>Eligibility Requirement</b>	You must be an actively eligible member to be eligible for coverage. The policyholder's definition of actively eligible is on file and approved with the company underwriting this coverage.
<b>Premium Payment</b>	The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.
<b>BENEFITS</b>	
<b>Life Insurance Benefit Amount</b>	For You: \$15,000 In the event of death, the benefit paid will be equal to the benefit amount after any age reductions less any living care/accelerated death benefits previously paid under this plan.
<b>FEATURES</b>	
<b>Living Care/ Accelerated Death Benefit</b>	50% of the amount of the life insurance benefit is available to you if terminally ill, not to exceed \$7,500.
<b>Conversion</b>	If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.
<b>SERVICES</b>	
<b>Travel Assistance</b>	The Travel Assistance program is an added benefit that provides assistance for your travels over 100 miles away from home or outside the country.
<b>Hearing Discount Program</b>	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit <a href="http://www.amplifonusa.com/mutualofomaha">www.amplifonusa.com/mutualofomaha</a> to learn more.
<b>Will Prep Services</b>	We work with Epoq, Inc. to offer employees online will prep tools. In just a few clicks you can complete a basic will or other documents to protect your family and property. To get started visit <a href="http://www.willprepservices.com">www.willprepservices.com</a> .
<b>EXCLUSIONS</b>	
Insurance benefits and guarantee issue amounts are not subject to age reductions.	

# > Frequently Asked Questions

## Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

## What is Guarantee Issue?

The amount of insurance applied for without answering any health questions (or which does not require evidence of insurability). Coverage amounts over the Guarantee Issue Amount will require evidence of insurability.

## What is Evidence of Insurability?

Evidence of Insurability or proof of good health – may be required if you are a late entrant and/or you request any additional coverage above your guarantee issue amount.

## Can I take this insurance with me if I change jobs/am no longer a member of this group?

In the event this insurance ends due to a change in your employment/membership status with the group, or for certain other reasons, you may have the right to continue this insurance under the Conversion provision, subject to certain conditions.

## Are there any limitations, reductions or exclusions?

The benefits payable are based on the following:

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Life insurance and accidental death & dismemberment insurance are underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Policy form number 7000GM-U-EZ 2010 or state equivalent (in NC: 7000GM-U-EZ 2010 NC). United of Omaha Life Insurance Company is licensed nationwide, except New York.





# Term Life Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

ELIGIBILITY - ALL ELIGIBLE GRANDFATHERED RETIREES RETAINING \$2,500 BENEFIT	
Eligibility Requirement	You must be an actively eligible member to be eligible for coverage. The policyholder's definition of actively eligible is on file and approved with the company underwriting this coverage.
Premium Payment	The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.
BENEFITS	
Life Insurance Benefit Amount	For You: \$2,500 In the event of death, the benefit paid will be equal to the benefit amount after any age reductions less any living care/accelerated death benefits previously paid under this plan.
FEATURES	
Living Care/ Accelerated Death Benefit	50% of the amount of the life insurance benefit is available to you if terminally ill, not to exceed \$1,250.
Conversion	If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.
SERVICES	
Travel Assistance	The Travel Assistance program is an added benefit that provides assistance for your travels over 100 miles away from home or outside the country.
Hearing Discount Program	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit <a href="http://www.amplifonusa.com/mutualofomaha">www.amplifonusa.com/mutualofomaha</a> to learn more.
Will Prep Services	We work with Epoq, Inc. to offer employees online will prep tools. In just a few clicks you can complete a basic will or other documents to protect your family and property. To get started visit <a href="http://www.willprepservices.com">www.willprepservices.com</a> .
EXCLUSIONS	
Insurance benefits and guarantee issue amounts are not subject to age reductions.	



# › Frequently Asked Questions

## Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

## What is Guarantee Issue?

The amount of insurance applied for without answering any health questions (or which does not require evidence of insurability). Coverage amounts over the Guarantee Issue Amount will require evidence of insurability.

## What is Evidence of Insurability?

Evidence of Insurability or proof of good health – may be required if you are a late entrant and/or you request any additional coverage above your guarantee issue amount.

## Can I take this insurance with me if I change jobs/am no longer a member of this group?

In the event this insurance ends due to a change in your employment/membership status with the group, or for certain other reasons, you may have the right to continue this insurance under the Conversion provision, subject to certain conditions.

## Are there any limitations, reductions or exclusions?

The benefits payable are based on the following:

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Life insurance and accidental death & dismemberment insurance are underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Policy form number 7000GM-U-EZ 2010 or state equivalent (in NC: 7000GM-U-EZ 2010 NC). United of Omaha Life Insurance Company is licensed nationwide, except New York.





# Voluntary Term Life Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

## ELIGIBILITY - ALL ELIGIBLE ACTIVE EMPLOYEES

<b>Eligibility Requirement</b>	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
<b>Dependent Eligibility Requirement</b>	To be eligible for coverage, your dependents must be able to perform normal activities, and not be confined (at home, in a hospital, or in any other care facility), and any child(ren) must be under age 26. In order for your spouse and/or children to be eligible for coverage, you must elect coverage for yourself.
<b>Premium Payment</b>	The premiums for this insurance are paid in full by you.

## COVERAGE GUIDELINES

	Minimum	Guarantee Issue	Maximum
<b>For You</b>	\$20,000	5 times annual salary, up to \$60,000	\$60,000, in increments of \$20,000, but no more than 5 times annual salary
<b>Spouse</b>	\$10,000	100% of employee's benefit, up to \$20,000	100% of employee's benefit, up to \$50,000
<b>Children</b>	\$10,000	100% of employee's benefit	100% of employee's benefit, up to \$10,000

Subject to any reductions shown below. Guarantee Issue is available to new hires. Amounts over the Guarantee Issue will require a health application/evidence of insurability. For late entrants, all amounts will require a health application/evidence of insurability.

## BENEFITS

<b>Life Insurance Benefit Amount</b>	<p>Within the coverage guidelines defined above, you select the amount of life insurance coverage you want.</p> <p>This plan includes the option to select coverage for your spouse and dependent children. Children include those, up to age 26.</p> <p>In the event of death, the benefit paid will be equal to the benefit amount after any age reductions less any living care/accelerated death benefits previously paid under this plan.</p>
<b>Accidental Death &amp; Dismemberment (AD&amp;D) Benefit Amount</b>	<p>For you and your spouse: The Principal Sum amount is equal to the amount of life insurance benefit.</p> <p>AD&amp;D coverage is available if you or your dependents are injured or die as a result of an accident, and the injury or death is independent of sickness and all other causes. The benefit amount depends on the type of loss incurred, and is either all or a portion of the Principal Sum.</p>

## FEATURES

<b>Living Care/ Accelerated Death Benefit</b>	50% of the amount of the life insurance benefit is available to you if terminally ill, not to exceed \$30,000.
<b>Waiver of Premium</b>	If it is determined that you are totally disabled, your life insurance benefit will continue without payment of premium, subject to certain conditions.

<b>Additional AD&amp;D Benefits</b>	In addition to basic AD&D benefits, you are protected by the following benefits: - Child Education                      - Seat Belt                                      - Airbag - Common Carrier                      - Paralysis
<b>Portability</b>	Allows you to continue this insurance program for yourself and your dependents should you leave your employer for any reason, without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.
<b>Conversion</b>	If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.
<b>SERVICES</b>	
<b>Hearing Discount Program</b>	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit <a href="http://www.amplifonusa.com/mutualofomaha">www.amplifonusa.com/mutualofomaha</a> to learn more.
<b>Will Prep Services</b>	We work with Epoq, Inc. to offer employees online will prep tools. In just a few clicks you can complete a basic will or other documents to protect your family and property. To get started visit <a href="http://www.willprepservices.com">www.willprepservices.com</a> .
<b>AGE REDUCTIONS AND EXCLUSIONS</b>	
Insurance benefits and guarantee issue amounts are subject to age reductions: - At age 70, amounts reduce to 65% - At age 75, amounts reduce to 45% - At age 80, amounts reduce to 30% - At age 85, amounts reduce to 20% - At age 90, amounts reduce to 15%	
Spouse coverage terminates when you reach age 70.	
Life insurance benefits will not be paid if the insured's death is the result of suicide within two years from the date coverage begins. If this occurs, the sum of the premiums paid will be returned to the beneficiary. The same applies for any future increases in coverage under this plan.	
Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.	
Please contact your employer if you have questions prior to enrolling.	

# Voluntary Term Life and AD&D Coverage Selection and Premium Calculation

Please note that the premium amounts presented below may vary slightly from the amounts provided on your enrollment form, due to rounding.

**To select your benefit amount and calculate your premium, do the following:**

- 1) Locate the benefit amount you want from the top row of the employee premium table. Your benefit amount must be in an increment of \$20,000. Refer to the Coverage Guidelines section for minimums and maximums, if needed.
- 2) Find your age bracket in the far left column.

- 3) Your premium amount is found in the box where the row (your age) and the column (benefit amount) intersect.
- 4) Enter the benefit and premium amounts into their respective areas in the Voluntary Life and AD&D section of your enrollment form.

If the benefit amount you want to select is greater than any amount in the table below, select the benefit amount from the top row that when multiplied by another number results in the benefit amount you want. For example, if you want \$150,000 in coverage, you obtain your premium amount by multiplying the rate for \$50,000 times 3.

EMPLOYEE PREMIUM TABLE (26 PAYROLL DEDUCTIONS PER YEAR)			
	\$20,000	\$40,000	\$60,000
	\$3.88	\$7.75	\$11.63

Follow the method described above to select a benefit amount and calculate premiums for optional dependent spouse and/or child(ren) coverage. **Your spouse's rate is based on your age**, so find your age bracket in the far left column of the Spouse Premium Table. Your spouse's premium amount is found in the box where the row (the age) and the column (benefit amount) intersect. Your spouse's benefit amount must be in an increment of \$10,000. Refer to the Coverage Guidelines section for minimums and maximums, if needed.

SPOUSE PREMIUM TABLE (26 PAYROLL DEDUCTIONS PER YEAR)					
	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000
	\$1.94	\$3.88	\$5.82	\$7.75	\$9.69

ALL CHILDREN PREMIUM TABLE (26 PAYROLL DEDUCTIONS PER YEAR)*	
	\$10,000
	\$0.46

\*Regardless of how many children you have, they are included in the "All Children" premium amounts listed in the table above.

# > Frequently Asked Questions

## Who is eligible for this insurance?

- You must be actively working (performing all normal duties of your job) at least 30 hours per week.
- Your dependent(s) must be performing normal activities and not be confined (at home or in a hospital/care facility) and any child(ren) must be under age 26.

## What is Guarantee Issue?

The amount of insurance applied for without answering any health questions (or which does not require evidence of insurability). Coverage amounts over the Guarantee Issue Amount will require evidence of insurability.

## What is Evidence of Insurability?

Evidence of Insurability or proof of good health – may be required if you are a late entrant and/or you request any additional coverage above your guarantee issue amount.

## Can I take this insurance with me if I change jobs/am no longer a member of this group?

In the event this insurance ends due to a change in your employment/membership status with the group, or for certain other reasons, you or your insured spouse may have the right to continue this insurance under the Portability or Conversion provision, subject to certain conditions.

## Are there any limitations, reductions or exclusions?

The benefits payable are based on the following:

- Insurance benefits and guarantee issue amounts are subject to age reductions:
  - At age 70, amounts reduce to 65%
  - At age 75, amounts reduce to 45%
  - At age 80, amounts reduce to 30%
  - At age 85, amounts reduce to 20%
  - At age 90, amounts reduce to 15%
- Spouse coverage terminates when you reach age 70.
- Life insurance benefits will not be paid if the insured's death is the result of suicide within two years from the date coverage begins. If this occurs, the sum of the premiums paid will be returned to the beneficiary. The same applies for any future increases in coverage under this plan.
- Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Availability of benefits is subject to final acceptance and approval of the group application by the underwriting company. Life insurance and accidental death & dismemberment insurance are underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Policy form number 7000GM-U-EZ 2010 or state equivalent (in NC: 7000GM-U-EZ 2010 NC). United of Omaha Life Insurance Company is licensed nationwide, except New York.





# MEMORANDUM

ITEM NO. 5B

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jason Greene, Interim Town Manager  
**Date:** July 14, 2020  
**Subject:** New Town Phone Service Provider

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IPfone is the Town's current vendor for Town-wide phone services. Due to some issues with service including call quality and an interest to explore cost savings, the Information Technology (IT) department reviewed potential service providers and requested quotes.

1. Vonage
  - a. \$1,473.09 per month
  - b. \$0.00 one-time fee
  - c. Three-year cost: \$53,031.24**
2. 4Voice
  - a. \$1,445.00 per month
  - b. \$1,1350.00 one-time fee
  - c. Three-year cost: \$53,370.00**
3. Streamline
  - a. \$1,524.80 per month
  - b. \$100.00 one-time fee
  - c. Three-year cost: \$54,992.80**

Vonage had the lowest price over the three-year term of the agreement and represents approximately a 50% savings from the current provider. The IT department also believes this service provider will provide a higher quality product. Town Administration recommends execution of the agreement.

Reviewed by: LA

Prepared by: JG

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH VONAGE BUSINESS INC FOR TELEPHONE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) needs to replace its existing telephone service (“Services”) due to quality issues with its existing provider and in order to reduce service costs; and

**WHEREAS**, pursuant to Section 3-7(a) of the Town’s Purchasing Code, the Town received three (3) quotes for the Services and received the lowest priced quote over the three-year term from Vonage Business Inc (“Vonage”), which quote represents approximately a 50% savings from the current provider; and

**WHEREAS**, Vonage has agreed to provide the Town with the Services pursuant to the quote attached hereto as Exhibit “A” and the contractual services agreement attached hereto as Exhibit “B” (the “Agreement”); and

**WHEREAS**, the Town Commission wishes to approve the quote for the Services attached hereto as Exhibit “A”, and the Agreement with Vonage, in substantially the form attached hereto as Exhibit “B”; 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.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval of Agreement.** The Town Commission hereby approves the quote for the Services attached as Exhibit “A”, and the Agreement with Vonage, in substantially the form attached hereto as Exhibit “B.”

**Section 3. Implementation.** The Town Commission hereby authorizes the Town Manager to execute the Agreement with Vonage, together with such changes as may be approved by the Town Manager, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purposes of this Resolution.

**Section 4. Authorization to Expend Funds.** The Town Manager is authorized to expend funds in accordance with the quote attached hereto as Exhibit “A”, and the terms of the Agreement attached hereto as Exhibit “B.”

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

PASSED AND ADOPTED this 11th day of August, 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:**

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Sandra McCready, MMC  
Town Clerk

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

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

## Vonage Terms of Service

Effective Date: February 7, 2019

[Link to Previous version](#)

These Vonage Business Terms of Service (hereinafter referred to as the "Terms" or "Agreement") apply to the use of products or services provided by Vonage Business Inc. ("Vonage Business", "Vonage" or "Company") to the entity identified in a valid and binding Sales Quotation or Sales Order (the "Customer") and are an integral part of the agreement between Vonage Business and Customer. The Customer and Vonage Business are sometimes collectively referred to herein as the "Parties," or individually as a "Party". By ordering, purchasing or using the Services, Customer agrees to be bound by these Terms, which among other things, require mandatory arbitration of disputes instead of a jury trial and limit Vonage Business's liability.

PURSUANT TO FCC REQUIREMENTS, VONAGE BUSINESS IS REQUIRED TO ADVISE ITS CUSTOMERS OF ANY LIMITATIONS THAT E911 SERVICE MAY HAVE IN COMPARISON TO TRADITIONAL E911 SERVICE, WHICH ARE SET FORTH AT SECTION 32 BELOW AND IN THE E911 DISCLOSURE NOTICE AND ACKNOWLEDGEMENT, WHICH CAN BE FOUND AT:

[HTTPS://WWW.VONAGE.COM/BUSINESS/LEGAL-POLICY-CENTER/BUSINESS-CLOUD/E911/](https://www.vonage.com/business/legal-policy-center/business-cloud/e911/).

## AGREEMENT

**1. Definitions:** The following capitalized terms, as used in this Agreement, shall have the meanings set forth below:

"Activation" means that Customer's Service is first available for Customer's use at a Customer Location.

"Activation Date" means the date of Activation, which is the date on which all Services are installed, activated and available for Customer's use at a Customer Location.

"Affiliate(s)" means, with respect to a Party, any entity that Controls, is Controlled by or is under common Control with the entity. "Control," for purposes of this definition, means the direct or indirect ownership or control of more than fifty percent (50%) of the voting equity of the subject entity.

"Applicable Laws" means any and all applicable federal, state or local laws, rules or regulations, including, but not limited to applicable restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing.

"RUP" means the Vonage Business acceptable and reasonable use policy set forth in Sections 18 & 19.

"Customer Equipment" means all equipment owned, leased or otherwise provided by Customer, or which is specifically identified in one or more Sales Orders as Customer Equipment, used in connection with the Services. "Customer Equipment" includes equipment sold by Vonage Business to Customer but does not include Vonage Business Equipment.

"Customer Location" means the physical location(s) owned or leased by Customer where Services are provided or Vonage Business Equipment will be used or stored.

"E911 Disclosure" means the provisions set forth in the [Vonage Business E911 Disclosure Notice and Acknowledgement](#) and incorporated by reference into a Sales Order stating Vonage Business' policies regarding the availability and limitations of E911 Service.

"In-App Purchase" means the Customer's purchase of Vonage Business products or services from within a mobile application made available on a third-party online app store such as the Apple® App Store® or Google Play™ online app stores, and where payment is processed by the third-party online app store.

“Initial Service Term” means the period of time stated in a Sales Order during which Vonage Business will provide Services to Customer.

“Renewal Service Term” means an annual period of time, unless the Parties otherwise agree in writing, after expiration of the Initial Service Term.

"Sales Order" means a Sales Quotation as described in Section 2 that has been accepted by an authorized representative of Customer and shall automatically incorporate these Terms by reference. A Sales Order arises once a Customer accepts a Sales Quotation following: (a) initiation of the Vonage Business Services; or (b) upon Customer's successful addition of Vonage Business Products and/or Services via the online process or via phone by a Customer administrator; and the Sales Quotation is subsequently accepted by Vonage Business.

"Service" or "Services" means products or services provided or made available by Vonage Business to Customer that are (a) set forth in a Sales Order, or (b) purchased by Customer via In-App Purchase.

"Service Term" or "Term" means the period of time (commencing upon the Activation Date) during which Vonage Business provides Services to Customer.

“Shipping and Handling” means any fees and costs payable by Customer to Vonage Business in connection with packaging, shipping, or processing Vonage Business Equipment or Customer Equipment to a Customer Location.

"Software" means proprietary software (including documentation relating to such software) owned or licensed by Vonage Business, or which Vonage Business has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used by Customer in connection with the Services.

"Taxes and Fees" means any taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service and Vonage Business Equipment, including value added, sales, use, gross receipts, excise, franchise, public utility or other taxes, fees, duties or surcharges (including universal service, 911 and other regulatory fees and surcharges), whether imposed on Vonage Business or a Vonage Business Affiliate.

"Vonage Business" or "Vonage" means Vonage Business Inc., a Delaware corporation, or any Affiliate providing Services to Customer.

"Vonage Business Equipment" means all equipment that is used, leased or otherwise provided by Vonage Business to Customer for use in connection with the Services, including phone hardware (e.g., phones, routers, switches, SD-Wan devices, and battery backup). Vonage Business Equipment does not include Customer owned hardware or equipment or hardware and equipment that Customer purchases through Vonage Business.

**2. Sales Agreement.** Services will be described in a "Sales Quotation" that shall include: (i) the price, location, and other information about the Services; (ii) the details relating to equipment being offered for sale or lease to Customer; and (iii) if applicable, associated installation, maintenance, shipping or delivery requirements. The Sales Order incorporates by reference these Terms, and when executed by Vonage Business and Customer, becomes a binding contract between Vonage Business and Customer. Vonage Business will provide, and Customer will pay for and receive from Vonage Business each Service pursuant to the terms and conditions of each Sales Order. Notwithstanding the foregoing, for In-App Purchases only, the "Sales Quotation" shall be deemed to be the description of Services presented to Customer and information provided by Customer within the in-app sign-up process, prior to Customer's confirmation of the purchase of the Services. Upon acceptance of a Sales Order by Vonage Business, Vonage Business will provide, and Customer will pay for and receive from Vonage Business, each Service pursuant to the terms and conditions of each Sales Order and this Agreement. Customer may increase the quantity of Services at existing Customer Locations at any time during the Initial Service Term or Renewal Service Term ("Additional Services") by entering into an addendum or change order that sets forth the specific Additional Services requested. Each such addendum or change order shall be subject to Vonage Business' acceptance (including by the rendering of the Additional Services), and upon such acceptance shall be considered an amendment to this Agreement and subject to the terms herein. Service Fees will be increased to reflect the Additional Services, subject to the same pricing and payment terms as are set forth in the applicable Sales Order. Additional Customer Locations must be contracted under new Sales Orders.

**3. Terms, Conditions and Policies.** These Terms incorporate all additional terms, conditions and policies that are set forth in an addendum, schedule, exhibit or amendment to a Sales Order or this Agreement, or set forth at <https://www.vonage.com/legal-policy-center> (collectively, the "Terms"). These Terms supersede and replace all terms and conditions set forth in any documents issued by Customer, including purchase orders and specifications not agreed to in writing by the Parties. Vonage Business may update or replace the Reasonable Use Policy and E911 Acknowledgement from time to time, and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such

notice to Customer. In addition, Vonage Business reserves the right to change any of the Terms at any time, but only on a prospective, not retroactive, basis. Vonage Business will provide Customer thirty (30) days advance notice basis. In the event the Terms are changed, amended and/or modified pursuant to this Section (herein referred to as a "Policy Change") and such Policy Change is (a) applicable to Customer, and (b) materially and detrimentally alters any Service and/or the applicable terms and conditions under which such Service is then being provided to Customer, then notice shall be provided through Customer's invoice or by e-mail to Customer's email address on file. Upon receipt of notice, Customer will have thirty (30) days to notify Vonage that such changes are materially and adversely impacting, stating specifically which changes are impactful, and the Parties will engage in an up to 30-day executive escalation to reach a mutually agreeable workaround agreement. If agreement cannot be reached on commercially reasonable terms, Vonage may either waive or modify the requirement to Customer's reasonable satisfaction. If Vonage does neither, then Customer can either, within 30 days thereafter, accept the Policy Change or terminate those Services affected by the Policy Changes without termination liability, without the right to continue to use those Services on a month to month basis. Notwithstanding the foregoing, Customer's right to object or terminate shall not apply to Policy Changes required by applicable law, regulation or governmental authority to which Vonage or Customer is subject, or to acceptable use policy changes mandated by Vonage providers to protect the security, operability and integrity of Vonage facilities, services or factors that would adversely affect its other customers, or to comply with reasonable acceptable use policies of its providers supporting the Services.

**4. Marketing Partners & Authorized Distributors.** Vonage Business may enter into marketing arrangements with marketing partners (each a "Marketing Partner") or resale/distribution agreements with authorized distributors (each an "Authorized Distributor") who market Vonage Business Services to prospective customers who then subscribe to these Terms of Service. When these Terms are accepted by a Customer, the Customer is considered a customer of Vonage Business only with respect to Vonage Business Services. As an example, if the distributor of internet services also markets Vonage Business-branded solutions and a Customer subscribes to both internet services and Vonage Business Services with Vonage Business under these Terms, the customer is considered, with respect to Vonage Business Services, only a customer of Vonage Business. The terms, conditions and policies pursuant to a Marketing Partner or Authorized Distributor's contractual arrangement with Customer for other products and services may differ from Vonage Business' Terms of Service, Privacy Policy and other policies applied by Vonage Business to similarly situated customers, but such Marketing Partner's or Authorized Distributor's terms, conditions and policies will not apply to Vonage Business Services, nor supersede these Terms as applicable to Vonage Business Services.

**5. Authorizations.** Customer shall provide Vonage Business, at no cost to Vonage Business, all permissions, consents or authorizations necessary to activate, maintain, inspect, and repair the products and/or Services and any Vonage Business Equipment, including (if applicable) the right to access and enter Customer's Location.

**6. High Speed Internet Connection Required.** Customer understands, acknowledges, and agrees that: (i) Customer must have a high-quality high speed internet connection to use the Services; and (ii) Vonage Business is not providing an internet connection for Customer. Vonage

Business does not control and is not responsible for: (i) Customer's internet connection; (ii) the quality of Customer's internet connection; (iii) any third party products and/or services related to Customer's internet connection; or (iv) problems with the Services that are caused by or related to Customer's internet connection. Vonage Business will not contact any of the internet providers and/or service or product providers on Customer's behalf.

**7. User Designation.** Customer may designate one or more users to be an account administrator with full administrative control of Customer's account from the Vonage Business user interface. For most Vonage Business customers, the primary administrator for your account is known as the Superuser or, in some cases, a primary administrator (collectively hereinafter, "Superuser"). The individual assigned to be the Superuser is an individual designated by Customer through the online sign-up process or, if the agreement was not entered into online, the individual whose name is identified on the Sales Order. The Superuser: (i) has the ability to make changes to the Customer account (e.g., service additions, service deletions, assignment of users, account cancellations, updates to credit cards, etc.); and (ii) is the authorized individual on Customer's account with respect to transferring (or "porting") of your telephone numbers to a carrier other than Vonage Business. The Superuser may assign one or more additional administrators on the account and may re-assign "Superuser" status to another user. In the event that Customer desires information regarding a customer service record or actual call log details, the information requests must come from Superuser or an administrator. However, Vonage Business shall respond to these requests by transmitting the requisite information to the email address on file for the Superuser.

**a) Company Contact.** The "Company Contact" for the account is assigned through the online sign-up process. The Company Contact shall refer to the individual(s) who will receive messages from Vonage Business concerning matters of general relevance to the account (e.g., notices of updates to the account, billing notices, maintenance alerts, etc.). Such notices are typically provided through electronic mail. A Company Contact may or may not be the Superuser or an administrator for the account.

**b) Reassigning Superuser Designation.** In the event that Customer seeks to re-assign the Superuser designation on Customer's account and the Superuser is unable to make the change, Vonage Business requires that Customer either: (i) submit an email from the Superuser's email address on file with Vonage Business; or (ii) provide a written request, on Customer's letterhead and executed by an officer or owner of the company which Customer represents.

**c) Adding Services.** Additional Services can be purchased by a Superuser through the Vonage Business user interface or by calling Vonage Business Customer Care. Customer hereby authorizes a Superuser to: (i) add Services to Customer's Vonage Business account; and (ii) commit Customer to pay for these Services on a recurring monthly basis. Customer further authorizes Vonage Business to obtain payment of Customer's then-current statement balance from Customer each month from Customer's credit card account. A Superuser has the ability to authorize an account cancellation and make changes to the account (e.g., service additions, service deletions, assignment of users, updates to credit cards, etc.) but may not: (i) designate himself/herself as the Superuser or (ii) designate any other user as a Superuser. The ability to

purchase Additional Services may be restricted or unavailable for accounts opened via an In-App Purchase.

## **8. Equipment.**

Customer understands and acknowledges that Activation of the Services may require the use of certain Customer Equipment and/or Vonage Business Equipment.

**a) Customer Equipment.** Customer represents that it owns or otherwise has the right to use the Customer Equipment in connection with the Services. Customer shall be fully responsible for the installation, maintenance, repair and operation of any Customer Equipment. Vonage Business shall not be responsible for ensuring compatibility of any Customer Equipment with Vonage Business Equipment.

**i.** Vonage Business may, upon Customer's request, facilitate the provision of equipment from a third party supplier or resell certain equipment. While Vonage Business recommends some equipment brands and may facilitate Customer's purchase of some equipment as an accommodation, the original equipment manufacturer and not Vonage Business shall be responsible for any equipment defects, if applicable. Vonage Business will pass through all original equipment manufacturer warranties for the equipment to you. Vonage Business shall have no liability to Customer of any nature regarding such equipment. Please check the equipment manufacturer's website for warranty, return rules and other terms and conditions applicable to such third party equipment.

**ii.** Purchased equipment may not be returned to Vonage Business unless otherwise directed. ALL EQUIPMENT SALES ARE FINAL. Equipment sold by Vonage Business to Customer may be returned to the manufacturer solely in the event of a defect which arises within the applicable warranty period, provided Customer complies with the terms of this Section and the Return Materials Authorization ("RMA") policy. Prior to returning the equipment, Customer must contact Vonage Business so that Vonage Business may confirm the correct location to send the equipment, confirm that a defect exists to process a warranty claim on behalf of Customer, and to provide a RMA number. Customer must ship the equipment to the address provided by Vonage Business in accordance with all RMA procedures within ten (10) days after receipt of a RMA number, including the payment of all shipping fees. Once the equipment is received, if applicable the original equipment manufacturer will handle the return in accordance with its applicable warranty policy.

**b) Vonage Business Equipment.** With respect to Vonage Business Equipment rented, leased, loaned or otherwise provided by Vonage Business for use by Customer, Customer will not: (i) repair or otherwise modify any Vonage Business Equipment without Vonage Business' prior written consent; or (ii) create or allow any liens or other encumbrances to be placed on any Vonage Business Equipment. Customer must notify Vonage Business prior to relocating any Vonage Business Equipment.

**i.** Customer will use commercially reasonable efforts to protect and maintain Vonage Business Equipment in a secure location at the Customer Location within conditions (including room

temperature) that are customary and reasonable for such equipment, and shall be fully liable for all costs, charges or expenses associated with damage to or loss, including the replacement cost of Vonage Business Equipment beyond normal wear and tear.

ii. During the Term of any applicable Service, Vonage Business shall repair or replace defective Vonage Business Equipment rented (or otherwise provided by Vonage for use) by Customer. Notwithstanding the foregoing, Vonage Business shall not be obligated to replace Vonage Business Equipment if it is determined by Vonage Business that Customer or another third party is responsible for damage to Vonage Business Equipment. Customer will be responsible for the replacement cost of such damaged equipment.

iii. Vonage Business Equipment (and replacements) may be refurbished equipment.

iv. Upon the termination of this Agreement or any Service, or if Customer is returning Vonage Business Equipment during the Service Term, Customer must contact Vonage Business for the relevant RMA information. Customer shall securely pack, ship and return to Vonage Business all Vonage Business Equipment in accordance with the RMA instructions to the address designated by Vonage Business. Failure to obtain an RMA and/or to adhere to Vonage Business' RMA instructions will give rise to Customer's full liability for the replacement cost of the Vonage Business Equipment. The RMA must be received before the Vonage Equipment may be shipped back to Vonage Business. All wires, cables and power supplies provided with the Vonage Business Equipment must be returned with the Vonage Business Equipment. If the Vonage Business Equipment has not been timely returned to Vonage Business within thirty (30) days after the termination of the applicable Service, Vonage Business shall invoice Customer and/or charge Customer's method of payment, and Customer shall pay, for the full replacement value of any Vonage Business Equipment. The "replacement cost" shall be the then current list purchase price of the Vonage Business Equipment. Vonage Business Equipment remains the property of Vonage Business at all times and Vonage Business reserves all other rights and remedies, including retrieval. Customer will not withhold access to Vonage Business to retrieve unreturned equipment, and in such case, Vonage may charge Customer's selected method of payment, and Customer will pay and be liable for up to a one thousand dollar (\$1,000.00) equipment return fee per Customer location in the event Customer does not pay for such unreturned Vonage Business Equipment, and Vonage Business is required to retrieve such equipment (which is a non-exclusive remedy to obtaining the replacement cost chargeable to Customer, as applicable).

## **9. Software.**

a) **Non-Exclusive License.** If Software is provided by Vonage Business in connection with Services, Vonage Business grants to Customer a personal, limited, revocable, non-exclusive, non-assignable and non-transferable license to use the Software, in object code form only, solely for the purpose of using the Service(s). This license will permit such use by Customer and any of its employees or contractors (but only within the scope of their employment or services with Customer) authorized by Customer to use the Service, provided that Customer shall be responsible for all uses of the Service as provided in this Agreement. This license commences upon Vonage Business' acceptance of the Sales Order for the Service and terminates immediately upon the expiration or termination of this Agreement for any reason. Customer shall return or



destroy all Software and any related written material, together with any copies, in its possession or under its control promptly upon the expiration or termination of this Agreement for any reason. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by Vonage Business of this Agreement and the license. No other licenses or rights to the Software are granted or implied.

**b) Software Upgrades and Modifications.** Vonage Business reserves the right to upgrade the Software or discontinue support for earlier versions of the Software at any time, provided that such upgrade will not materially alter the features and/or functionality of the Services. Customer agrees to implement promptly all fixes, updates, upgrades and replacements of Software and Third Party Software as directed by Vonage Business or by the third party providers of Third-Party Software. Vonage Business shall not be liable for inoperability of the Services due to failure of Customer to timely implement the required changes.

**c) End User Licenses.** Certain Software Vonage Business provides to Customer may contain third-party software ("Third-Party Software"), including open source software. Use of such Third-Party Software may be governed by separate copyright notices and license provisions, which may be found or identified in documentation or on other media delivered with the Third-Party Software and which are incorporated by reference into this license. Notwithstanding any other terms in this Section 9, such provisions shall govern the use of Third-Party Software. Customer agrees to comply with the terms and conditions of all end user license agreements accompanying any Software (including Third-Party Software) or plug-ins to such Software distributed in connection with the Service. All end user licenses shall immediately terminate on the date that the Service expires or this Agreement is terminated.

**d) Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software.** The Service(s), Vonage Business Equipment and Software and all information, documents and materials on Vonage Business's website(s) are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All website content, corporate names, service marks, trademarks, trade names, logos and domain names of Vonage Business are and shall remain the exclusive property of Vonage Business or its Affiliates and nothing in this Agreement shall grant Customer the right or license to use any of the foregoing. Customer agrees that the Vonage Business Equipment is exclusively for use in connection with the Service and that Vonage Business will not provide any passwords, codes or other information or assistance that would enable Customer to use the Vonage Business Equipment for any other purpose. If Customer decides to use the Service through an interface device not provided by Vonage Business (which Vonage Business reserves the right to prohibit in particular cases or generally), Customer warrants and represents that it possesses all required rights, including software and/or firmware licenses, to use that interface device with the Service ~~and Customer will indemnify, defend and hold harmless Vonage Business from and against any and all liability arising out of Customer's use of such interface device with the Service.~~ Customer may not undertake, cause, permit or authorize the modification, creation of derivative works, or translate, reverse compile, disassemble, hack or reverse engineer, or otherwise attempt to derive the source code from the binary code of the Software.

## **10. Service Term and Service Cancellation.**

**a) Service Term; Notice of Cancellation.** The Service Term will begin on the Activation Date. Sales Orders which describe delivery of Service to multiple Customer Locations may identify multiple Service Dates and Service Terms.

**i. Month-to-Month Services.** For Services provided on a month-to-month basis, Customers may terminate the Services by providing at least 30-days' notice, with termination being effective the month following the month notice was provided.

**ii. Fixed Term Services.** For Services provided on a fixed-term basis, the Service Term will automatically renew for a Renewal Service Term (with automatic renewal of subsequent Renewal Service Terms) equal in length to the previous Service Term unless either Party terminates the Service(s) by giving the other Party written notice of non-renewal not less than ninety (90) days prior to the expiration of the then-current Service Term. The Service Term shall continue unless and until Customer provides notice of cancellation in accordance with this Section 10, or Vonage Business terminates the Services in accordance with the terms set forth herein. Notwithstanding notice by a Party to terminate this Agreement, Services will remain in effect through the effective date of termination and the terms and conditions of this Agreement and the applicable Sales Order(s) will continue to apply to such Services. Upon termination of the applicable Service Term, Vonage Business will not be obligated to furnish the Services to Customer; provided however, if Vonage Business continues to provide Services and Customer accepts and continues to use the Services after termination of the Service Term, such use shall be on a month-to-month basis and Customer shall be obligated to pay for such Services at then-current monthly rates for such Services. Either party may terminate such month-to-month term pursuant to Section 10.a.i. above.

**b) Early Termination Charges - Fixed Term Services.**

**i. Customer Cancellation and Termination Charges Prior to Activation Date.** If Customer cancels all or any part of the Service prior to the Activation Date for the applicable Service for convenience, except as may be expressly permitted by this Agreement, Customer's liability for such cancellation shall be an amount equal to: (a) all charges (including applicable taxes) incurred by Vonage Business as a result of such cancellation, including recurring and non-recurring charges, third-party license fees/costs, or early termination fees or charges associated with any other Service; plus (b) three (3) months of the forecasted monthly recurring charges or monthly commitment level payments for the cancelled Service. Vonage Business may automatically charge Customer's selected method of payment or Customer shall pay such cancellation amount immediately upon receipt of an invoice therefore, at Vonage Business' option.

**ii. Customer Cancellation and Termination Charges After Activation Date.** If Customer is subject to a minimum Service Term in excess of thirty (30) days and terminates specified Service(s) after the applicable Activation Date for convenience, Customer must provide at least thirty (30) days' written notice to Vonage Business. If Customer does so, or if Service is terminated by Vonage Business hereunder as the result of Customer's default, Customer shall pay Vonage Business a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; (ii) a prescribed percentage of the remaining monthly recurring charges as of

the date of termination through the end of the Service Term; (iii) if not recovered by the foregoing, any termination liability/costs payable to third parties resulting from the termination; and (v) applicable Taxes and Fees on all of the foregoing. Vonage Business may automatically charge Customer's selected method of payment or Customer shall pay such cancellation amount immediately upon receipt of an invoice therefore, at Vonage Business' option.

**iii. Early Termination Fees and Charges.** Customer understands and agrees that Vonage Business will incur substantial losses upon an early termination of Service, which may include: (i) upfront costs from third-party service providers and subcontractors; (ii) commitments to subscription-based services related to the provision of the Services; (iii) allocation of substantial labor force resources to mobilize for the provision of the Services; (iv) substantial opportunity costs and lost profits. Customer acknowledges and agrees that the precise losses incurred by Vonage Business as a result of an early termination are difficult to ascertain and that the early termination charges set forth in this Section 10 are fair and reasonable estimates of Vonage Business' anticipated and actual damages, and not a penalty.

**c) Additional Termination Obligations.** Upon termination, expiration or cancellation of the Services, Customer shall discontinue use of any Vonage Business Services, including Vonage Business-provided telephone numbers, log-ins, voicemail access numbers or any web portal sites assigned to Customer by Vonage Business.

**d) Cancellation Process.** The Agreement may be cancelled by Customer only through the Superuser by contacting Vonage Business' Customer Care by telephone during normal business hours. (If Customer contacts a Marketing Partner or Authorized Distributor to cancel the Services or any portion thereof, that Marketing Partner or Authorized Distributor will collect the pertinent information and provide the information to Vonage Business to effect cancellation in accordance with Customer's instructions.) **CUSTOMER MAY CANCEL SERVICES ONLY THROUGH THIS METHOD. VONAGE BUSINESS WILL NOT ACCEPT CANCELLATION VIA EMAIL, FAX, SMS OR OTHER ELECTRONIC METHODS. FAILURE TO CANCEL SERVICES IN ACCORDANCE WITH THIS SECTION WILL RESULT IN ONGOING SERVICE CHARGES, FEES AND TAXES.** Vonage Business will provide Customer with email confirmation of the Services cancelled. If Customer does not receive a confirmation of Service cancellation, Customer must notify Vonage Business by sending an email to [customercare@vonagebusiness.com](mailto:customercare@vonagebusiness.com) or contact Vonage Business Customer Care by telephone.

**e) Additional Termination Obligations.** Upon termination, expiration or cancellation of the Services, Customer shall discontinue use of any Vonage Business Services, including Vonage Business-provided telephone numbers, log-ins, voicemail access numbers or any web portal sites assigned to Customer by Vonage Business.

**f) Ancillary Services Termination.** In the event Customer subscribes to ancillary services provided by Vonage Business (including such things as voicemail recording, call recording, etc.), cancellation of the Services for any reason shall also result in the cancellation of such ancillary services.

**g) In-App Purchases.** Sections 10(a) through (e) above shall not apply for Services purchased via In-App Purchase. Services purchased via In-App Purchase are provided on a monthly basis and the Term will begin on the Activation Date. The terms of service for the app store from which Customer downloaded the mobile application shall govern renewals, refunds and cancellations of the Services, and such terms are hereby incorporated by reference.

## **11. Billing, Credit, and Payment.**

### **a) Billing and Payment Processing.**

**i. Payment of Invoices.** Invoices are delivered monthly. Except for usage based fees, all fees are due in advance on the first day of each billing period. Fees may include monthly recurring charges ("Service Fees") and other non-recurring charges including but not limited to, activation fees, porting fees, early termination fees ("ETF"), and other fees further described in Section 12 (collectively, "Fees"). All usage based charges (including charges for international calls) are due and payable in arrears on the first day of each billing period following the month they were incurred. Customer agrees to pay for all equipment as the equipment order is processed and set up fees upon acceptance of the Sales Order. Customer agrees to pay for the first month of Services upon Activation of the Services. Failure to pay all undisputed amounts in full may result in account suspension pursuant to this Section and Section 27.a, and Vonage Business shall have no liability for such suspension under any circumstances. In the event that Customer's use of the Services involves usage-based charges, Vonage Business may, in its sole discretion, process charges against Customer's payment method prior to Customer's regular monthly billing cycle date.

**ii.** Customer agrees to pay Vonage Business the recurring monthly service charges, Taxes and Fees, Shipping and Handling, set-up charges and usage charges, if applicable, for Customer's use of the Services. Vonage Business may also charge, and Customer shall pay all recurring and nonrecurring costs, charges and expenses incurred by Vonage Business for Customer's benefit in connection with installation, delivery or implementation of the Services (collectively, the "Special Install Costs"). For clarification and by way of example, standard installation does not include (and the following may comprise a portion of any Special Install Costs) core drilling, wiring extensions for excessive distances, installation of new conduit runs, installation of water proof shielding, installation of aerial circuit runs, or removal of hazard materials, as determined by Vonage Business at its sole discretion. Billing will commence on the Activation Date. Customer agrees to provide Vonage Business with a valid email address, billing address, and a valid payment method prior to activation of Service. Customer shall advise Vonage Business immediately if Customer's Company Contact or Superuser email addresses change and/or if the payment method changes or expires.

**b) Payments via Credit Card or ACH.** With respect to all amounts chargeable to Customer under this Agreement, Customer authorizes Vonage Business to: (a) automatically bill the credit/debit card Customer provided on the same day of each month; or (b) automatically debit (charge) Customer's checking account electronically via ACH on the same day of each month. "ACH" shall mean the automated clearing house, which is the nationwide network of banking institutions that process electronic payments automatically between bank accounts. Customer

agrees that Vonage Business may receive updated information about Customer's account from the financial institution issuing Customer's credit/ debit card. Customer's payment method is also subject to charge for applicable fees and charges arising from a cancellation of Service or required Vonage Business Equipment returns.

c) **Alternative Payment Methods.** Under certain circumstances, and except for pre-paid cards, Vonage Business may agree to accept alternative payment methods. In such case, Customer shall agree to Vonage Business' reasonable requirements, as well as certain fees, related to the aforementioned pre-approved, alternative payment methods. In such case, Customer authorizes Vonage Business to either: (a) use information from the check to make a one-time electronic transfer from Customer's account as soon as the Customer submits the payment; or (b) to process the check as a check transaction, in which case Customer may not receive the check back from Customer's financial institution. In the event that Customer presents a check to Vonage Business for payment that is returned by Customer's bank for non-sufficient funds, Vonage Business may suspend or terminate the account pursuant to Section 27.a. Customer shall pay a reconnect fee to re-activate service as set forth in Section 11. iv. Late payments and returned checks are subject to late payment fees and returned check fees, respectively.

d) **Suspension of Services.** Failure to pay all undisputed amounts in full may result in suspension of Services pursuant to Section 27.a and Vonage Business shall have no liability for such suspension under any circumstances. During any period of suspension, Services and features and functions of the Services (including, but not limited to call recording service and any other service Vonage Business is providing) will be unavailable to Customer until the undisputed amount owed is paid in full. Customer will be unable to record calls or access any data or recordings that have previously been stored by Vonage Business. If Vonage Business restricts, suspends or terminates Customer's Services pursuant to Section 27.a., Customer remains liable for all Service Fees during any suspension period. Vonage Business may, at its sole option, choose to restore Customer's Services. A restoration fee of \$25.00 may apply and any overdue charges must be paid in full. Such restoration shall not be construed as a waiver of Vonage Business' right to (i) receive full payment for all Service Fees due or (ii) again restrict, suspend or terminate the Services at any time for non-payment of any unpaid charges. The failure of Vonage Business to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend or terminate Services of such account for non-payment of current or future charges.

e) **Billing Disputes.** If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed) to the address below on or before the due date. In the event Customer intends to dispute amounts already paid in full, Customer must submit notice of such dispute in writing within ninety (90) days from the date of the invoice (such date at the end of such period being the "Dispute Due Date"). After receipt of notice of the dispute, Vonage Business shall undertake an investigation of the dispute, so long as Customer has not waived its rights pursuant to this paragraph to make the dispute. At the conclusion of the investigation, Vonage Business will notify Customer of the amount to be correctly charged and such amount will become immediately due and payable. Vonage Business may charge interest on such amount from the date originally due. If the dispute notice is not sent by the Dispute Due

Date, Customer waives all rights to dispute the applicable charges, unless otherwise provided by law. All billing disputes must be sent to:

Vonage Business  
Billing Department (Disputes)  
23 Main Street  
Holmdel, NJ 07733

With a copy to:

Office of the Chief Legal Officer  
Vonage Business  
23 Main Street  
Holmdel, NJ 07733

If Customer does not deliver full payment for all undisputed billed charges by the due date, Vonage Business may restrict, suspend or terminate use of the Services or Vonage Business Equipment pursuant to Section 27.a. Customer shall also reimburse Vonage Business for all reasonable attorneys' fees and other costs incurred by Vonage Business relating to collecting delinquent payments or Customer's non-payment breach of this Agreement. Vonage Business may also apply other payments made by Customer towards any past-due undisputed amounts owed. If Vonage Business restricts, suspends or terminates Customer's Services, Vonage Business may, at its sole option, choose to restore Customer's Services prior to the payment of all charges due. Such restoration shall not be construed as a waiver of Vonage Business' right to (i) receive full payment for all undisputed amounts due or (ii) again restrict, suspend or terminate the Services pursuant to Section 27.a at any time for non-payment of any unpaid undisputed charges. The failure of Vonage Business to restrict, suspend or terminate the Services for non-payment of any undisputed charges shall not operate as a waiver or estoppel to restrict, suspend or terminate Services of such account for non-payment of current or future charges.

**f) Additional, Unrelated Charges.** Customer acknowledges that Customer may incur charges while using the Service in addition to those billed by Vonage Business. For example, Customer may incur charges as a result of accessing certain on-line services or purchasing or subscribing to certain other offerings. Customer agrees that all such charges, including all applicable taxes, are the sole responsibility of Customer, and Customer covenants to timely pay all such charges.

**g) In-App Purchases.** The terms of service for the app store from which Customer downloaded the mobile application shall govern payment for the Services, and such terms are hereby incorporated by reference. Failure to comply with such terms may result in the suspension or termination of Services pursuant to Section 27.a. Due to payment notification requirements of certain app store platforms, Customer may be required to open their mobile app to enable automatic delivery of their monthly subscription payment notification to Vonage Business. If Customer fails to open (or if Customer deletes) their mobile app within fourteen (14) days after the end of the prior monthly subscription period, Vonage Business may not receive payment notification despite Customer's account having been charged by the app store platform. If Vonage Business does not receive payment notification within fourteen (14) days after the end of

the prior monthly subscription period for any reason, Customer's account may be suspended or terminated pursuant to Section 27.a.

**12. Taxes and Fees.** Prices for Services do not include, and Customer is responsible for, all Taxes and Fees. Customer may also be charged taxes by a Marketing Partner or Authorized Distributor for non-Vonage Business products and services sold or licensed by that Marketing Partner or Authorized Distributor in connection with Customer's order for Vonage Business Services. In addition, a regulatory recovery fee for every phone number assigned to Customer's account, including toll free and virtual numbers, will be charged monthly to offset costs incurred by Vonage Business in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and related legal and billing expenses. This recovery fee may also include recovery of costs for legal, intellectual property, cybersecurity, compliance and other related expenses, including those related to number portability, customer privacy protection and anti-fraud protection. This fee is not a tax or charge required or assessed by any government and may be recovered by Vonage Business through imposition of a surcharge on cost of the Service. Customer may present Vonage Business with an exemption certificate eliminating Customer's and Vonage Business's liability to pay certain Taxes and Fees. If any amounts paid for the Services are refunded by Vonage Business, Marketing Partner or Authorized Distributor, applicable taxes may not be refundable. The foregoing shall not apply to In-App Purchases. The terms of service for the app store from which Customer downloaded the mobile application shall govern taxes and fees for the Services, if any, and such terms are hereby incorporated by reference.

**13. Regulatory and Legal Changes.** Vonage Business may discontinue, limit, modify any Service, or impose additional requirements to the provision of any Service, as may be reasonably required to comply with any Applicable Laws. If changes in Applicable Laws materially and adversely affect delivery of Service (including the economic viability thereof) or would impose further compliance requirements, then Vonage Business will provide notice to Customer (in accordance with Section 37(e)) to the extent that said changes impact Customer's obligations and details of regulatory changes and if requested by Customer, the Parties will use good faith efforts to negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within thirty (30) days after Vonage Business's notice requesting renegotiation, Vonage Business may, on a prospective basis after such 30-day period, pass any increased costs (if applicable) resulting from such changes on to Customer; provided, however, that Vonage Business shall provide Customer written notice of any increased costs or charges and Customer may upon notice given to Vonage Business within sixty (60) days after delivery of the notice of the increased charges terminate Service without liability for an early termination fee or charge. If Customer does not terminate Service within such 60-day period, Customer's termination right shall expire and Customer shall be obligated to accept and pay for the Service until expiration or termination of the Service Term.

**14. Metered Usage.** There are certain calls which will incur additional usage charges, such as calls made outside of the United States and Canada ("International Calls"). In addition, certain features such as call forwarding from auto attendants to an outside number, calls to a queue, and each line on a conference bridge will incur charges at the then current rate established by Vonage Business. Metered usage is billed in full-minute increments, and actual usage is rounded up to

the next full-minute increment at the end of each call for billing purposes. International Calls may not be made available for certain types of Services.

**15. Bundled Usage.** Vonage Business or its Marketing Partners or Authorized Distributors may offer bundled plans which include a defined combination of services and which may offer a specified number of minutes or unlimited usage (subject to Sections 19 and 20 herein). Bundled plans may also include usage based charges that differ from other Vonage Business, Marketing Partner or Authorized Distributor plans. In some bundled plans, the number of minutes used may be aggregated into a pool of minutes available to extensions on an account with excess usage charges applying for any usage above the allotted aggregate minutes at a specified rate.

**16. Unlimited Calling & Unlimited Voice Services.** For unlimited calling plans, unlimited calling applies only to calls made within the United States and Canada, and are subject to Section 19. All non-Canadian international calls are subject to additional charges. Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of substantially uninterrupted live dialog between individuals. If Vonage Business finds that Customer is using an unlimited voice service offering for other than live dialog between two individuals, Vonage Business may, at its option, terminate Customer's service or change Customer's plan. Vonage Business may provide commercially reasonable written or email notice that it intends to take any of the above actions. Notwithstanding the foregoing, Customer shall be entitled to use Vonage Business conference calling services such as three way calling and Vonage Business-provided conference calling bridges. See Section 19 below for additional limitations pertaining to Customer's use of unlimited voice services.

**17. Ancillary Services; Voicemail and Call Recording Retention Policy.**

**a)** Caller name identification (i.e., caller ID with name) Services provided by Vonage Business are based on availability of such Services from Vonage Business' underlying providers. Vonage Business does not guarantee that such Services are available for all numbers in all serving areas.

**b)** Each voicemail message and call recorded by Vonage Business is retained for ninety (90) days from the date the message was recorded. Following said retention period, the recordings are automatically purged.

**c)** In the event Vonage Business is providing any other ancillary service, all of Customer's data associated with such ancillary service, including all recordings, will be deleted pursuant to Section 17.b. In the event that an end user account is cancelled or terminated prior to the termination of all of Customer's Services (whether by the Customer or due to termination of the Services), the user data associated with such end user account and related ancillary services will be deleted per Section 17.b.

**d)** Certain Services provided by Vonage Business may be subject to separate end-user license agreements ("EULAs"). The terms of such EULAs will be provided to Customer and shall be binding upon the parties to this Agreement. If any such EULAs, or any provisions in such



EULAs, are held to be unenforceable for any reason, the terms of this Agreement shall apply with respect to the supply of that Service.

e) Vonage Business may introduce new ancillary Services to new and existing customers. Such ancillary Services may sometimes be offered on a trial basis for a specified period of time during which fees may or may not apply to Customer. In some cases, the terms of a trial may involve an automatic re-enrollment at the end of the trial unless the customer opts out of the trial and/or cancels the service during the term of the trial. In no event shall Vonage Business impose Service Fees on Customer for ancillary services without providing Customer the opportunity to opt-out of the trial and/or to cancel the ancillary Service during a no-cost trial period.

f) Vonage Business offers additional training and support packages for purchase. The details associated with cancelling those support packages can be found at:

<https://businesssupport.vonage.com/articles/answer/Service-Level-Package-Cancellation-Policy>.

**18. Use of the Services.** Customer shall use the Services only in a manner that fully complies with all Applicable Laws, as well as the terms and conditions of this Agreement. Use of the Vonage Equipment, the Services or other action that is in violation of this Section 18 or Section 19 or that causes a disruption in the Vonage Business network integrity, or in Vonage's determination threatens or compromises the security of Vonage Business, its vendors, its other customers or the Services whether directly or indirectly, is strictly prohibited and permits Vonage Business to suspend or terminate the Services without prior notice at the sole discretion of Vonage Business and further permits Vonage Business to disclose any relevant information, including Customer Confidential Information, to necessary authorities or third parties. In the event Vonage Business is required to suspend Services pursuant to this Section 18, Customer will be provided with notice as soon as reasonably practicable following any such suspension. Vonage Business shall have the right, in its sole, but reasonably exercised discretion, not to accept, transmit or deliver any messages or content that it reasonably believes contains inappropriate content or that is, or could reasonably become, the subject of any legal, regulatory, or other governmental proceeding or process, including a law enforcement proceeding, process, or inquiry.

**19. Service Use Restrictions.**

a) **Commercial Use.** Customer agrees and represents that Customer is purchasing the Services and/or the equipment for Customer's own use only, and Customer shall not resell, transfer or make a change to the Services without the advance express written permission of Vonage Business. Customer shall not in any way interfere with other users, the services or equipment of the network.. Customer may not attempt to, in conjunction with any device, software program or service, circumvent technological measures employed to control access to the Service.

b) **Fair Use.** Vonage Business' business service plans and features are for normal, reasonable business use and consistent with the types and levels of usage by typical customers on the same business calling plan. "Typical" refers to the calling patterns of at least 95% of Vonage Business' business customers on the same business calling plan. Certain calling and messaging plans,

including unlimited calling and messaging plans, are designed for normal commercial use and are not intended to represent typical usage by unique organizations such as call centers, resellers, fax messaging services, telemarketing firms, or for use without live dialog, such as transcription services, intercom or monitoring services. Unauthorized or excessive use beyond that normally experienced by typical, similarly situated business customers may cause extreme network capacity and congestion issues and interfere with Vonage's network and the third party networks with which Vonage connects for call initiation and completion services. Any use of the Services or any other action that causes a disruption in the network integrity of Vonage services or its vendors, whether directly or indirectly, is strictly prohibited and may result in suspension or termination of the Services.

**i. Evaluation of Usage.** Vonage evaluates Customer usage in comparison to typical levels of permissible usage engaged in by Vonage's customers (business use under business service plans or affiliate use under co-branded business service offers or business plans). Co-branded use is defined as Vonage's service that is provided by a third party partner under that third party partner's marketing brand, with or without reference to Vonage. The following is a non-exhaustive list of impermissible uses under Vonage's business plans and is considered outside of normal use, whether obtained directly from Vonage, an authorized reseller, or from a co-branded Vonage partner:

- Resale to others;
- Auto-dialing or fax/voice blasts;
- Without live dialog, including use as a monitor or for transcription purposes;
- Iterative dialing;
- Fax broadcast;
- Fax blasting;
- Telemarketing uses not pre-approved by Vonage in writing, further subject to compliance with Applicable Laws; and
- Call or contact center uses not used in conjunction with Vonage pre-approved contact center systems or software platforms, or not otherwise pre-approved by Vonage in writing.

**ii. Review of Unlimited Usage.** Vonage reserves the right to review usage of unlimited usage plans to ensure that customers are not abusing such plans. Customer agrees to use unlimited voice plans for normal voice and/or text message related communications with aggregate usage that falls within the range of similarly situated business customers. Use of unlimited "paperless facsimile" service must also fall within the normal range of similarly situated business customers and shall be considered abusive if usage exceeds 500 transmitted pages sent or received per month. In addition, Customer agrees that Customer will not employ methods or use devices to take advantage of unlimited plans by using the Services excessively or for means not intended by Vonage. Vonage may suspend or terminate service pursuant to Section 27.a if it determines, in its sole discretion, Customer is abusing an unlimited minute plan. Vonage deems usage that substantially exceeds the average volume of its other unlimited usage plan customers as abusive. Customer agrees that Vonage has the right to suspend or terminate Customer's service and/or

charge Customer additional fees if Customer's usage is considered abusive pursuant to Section 27.a in the sole discretion of Vonage.

c) **Excessive Usage.** If it is determined that Customer's usage is abusive, Customer agrees to pay a per minute, per text message, or per page fee for use in excess of typical levels at the then current rate established by Vonage, of at least \$.06 per minute for voice calls and/or \$.06 per facsimile page.. **THIS OVERAGE FEE APPLIES TO ALL PLANS INCLUDING THE UNLIMITED PLANS.** A Customer's aggregate usage may be considered outside of normal use if involves excessive:

- Number of calls made to a conference calling service during a month;
- Number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame;
- Number of text messages;
- Number of inbound domestic toll free calling patterns during a month; or
- Other abnormal calling patterns indicative of an attempt to evade enforcement of this Reasonable Use Policy

Based on such a combination, Vonage may determine that abnormal, unreasonable or impermissible usage is occurring when compared to typical customers on the same calling plan, and may take appropriate steps described below to enforce this Section 19 and 20, as well as the Terms of Service. If, in Vonage's sole discretion, Vonage affords Customer the opportunity to correct Customer's abnormal usage patterns and Customer fail to immediately conform to normal use, Vonage may exercise its right to transfer Customer's service to a more appropriate plan, charge applicable rates for that plan, implement other limitations or suspend or terminate Customer's service pursuant to Section 27.a.

d) **Prohibited Use of the Services.** Customer may not use any automated means to manipulate our Service or use our Service to violate any law, rule, regulation or any third parties' intellectual property or personal rights. By way of example, Customer shall not use our Service or our device to:

- Impersonate another person;
- Send bulk unsolicited messages;
- Use robots, data mining techniques or other automated devices or programs to catalog,
- Download, store or otherwise reproduce or distribute information from our Service or use any automated means to manipulate our Service;
- Violate any law, rule or regulation;
- Violate any third party's intellectual property or personal rights; or
- Exceed Customer's permitted access to our Service.

Vonage may remove or block all communications if Vonage suspects a violation of this Agreement, or if Vonage thinks it necessary in order to protect Vonage's Service, or Vonage, its parent, affiliates, directors, officers, agents, and employees from harm. Vonage may take such

action without advanced notice if required to protect Vonage and other Vonage customers; otherwise Vonage will provide notice and an opportunity to cure pursuant to Section 27.a.

**e) For Lawful and Appropriate Purposes Only; Vonage's Rights.** Customer may not use Vonage Business Services or devices in any way that is illegal, improper or inappropriate. The following is a non-exhaustive list of examples of illegal, improper, or inappropriate uses of Vonage Business Services and or devices:

- Threatening;
- Abusive;
- Harassing;
- Defamatory;
- Libelous;
- Deceptive; or
- Invasion of another's privacy or any similar behavior

**20. Fraudulent Use of Service.** Customer is solely responsible for any and all activities that occur under Customer's account. Customer shall not transfer its login credentials accessing the Services to any third party. Customer agrees to notify Vonage Business if it becomes aware of any prohibited, fraudulent or unauthorized use of the Services, Customer's account, Vonage Business Equipment or Customer Equipment. Vonage shall not be liable for any damages whatsoever resulting from any prohibited, fraudulent or unauthorized use of the Services, Customer's account, Vonage Business Equipment or Customer Equipment, and Customer shall bear the risk of loss and assume all liability arising from any such prohibited, unauthorized or fraudulent usage, except to the extent such usage arose solely from Vonage Business's gross negligence or willful misconduct. Any such prohibited, unauthorized or fraudulent use shall be deemed a material breach of the Agreement by Customer. Customer is responsible for implementing generally accepted security measures to protect all access points. Customer is responsible to secure all credentials used to access the Services, including credentials used by telephones or softphones and credentials used by end users or administrators, as well as the media access control (MAC address of telephones used by Customer. Customer is also solely responsible for terminating credentials and access for any end users no longer authorized by Customer to use the Services. Customer acknowledges that placing telephones on a publicly accessible internet protocol address or a publicly accessible network will subject the Customer to a higher level of risk for fraudulent activity. Customer shall not be excused from paying for Services or any portion thereof on the basis that fraudulent calls, and any charges associated with such calls (e.g. long distance charges), comprised a corresponding portion of the Services. In the event Vonage Business discovers or has reason to believe (i) suspicious or fraudulent calls being made, (ii) calling patterns or volumes materially outside of Customer's regular usage patterns or (iii) other usage in violation of this Agreement, Customer consents to Vonage Business taking actions it deems reasonably necessary (including temporary suspension of the affected Service or blocking or limiting access to particular calling numbers or geographic areas) to prevent such calls from taking place. Vonage Business may provide notice prior to taking such action, otherwise if Vonage Business is required to take such action to avoid harm to Vonage Business, Vonage Business customers or 3rd parties, Vonage Business will provide notice as soon as reasonably practicable thereafter. Customer acknowledges and agrees that Vonage Business is

under no obligation to do so, but may: (a) upon request investigate the authenticity of calls charged to Customer's account, (b) take action to prevent such calls from being made, and (c) is not liable for any fraudulent calls processed by Vonage Business and billed to Customer's account unless such calls are the result of Vonage Business' gross negligence or willful misconduct.

**21. No Resale.** Customer represents and warrants that it will be the ultimate end user of the Service. Customer shall not in any way resell, license, permit nor allow any third party to use the Services without receiving Vonage Business' prior written consent.

**22. Third Party Networks.** In some cases, Vonage Business may utilize the public Internet and third party networks outside of its control in conjunction with the provision and maintenance of the Services and its websites. In such cases, Vonage Business makes no representation that the Internet or any such third party network will adequately secure or protect the privacy of Customer or any end user's personal information, and Vonage Business expressly denies any associated liability. Actions or inactions caused by these third party networks can result in situations in which Vonage Business customers' connections may be impaired or disrupted. Although Vonage Business will use commercially reasonable efforts to remedy or avoid such events, Vonage Business expressly disclaims warranties with respect to these third party networks or any disruptions that may occur thereon. Unless required by law, subpoena, court order, warrant or other valid governmental request, Vonage Business will only share Customer's personally identifiable information with other Vonage Business entities and/or business partners (including Marketing Partners and Authorized Distributors) that are acting on Vonage Business' behalf to perform the activities described herein and in accordance with the Vonage Business Privacy Policy, located at <https://www.vonage.com/privacy-policy/>.

**23. Required Maintenance; Customer Support.** Vonage Business reserves the right to perform repair and maintenance or to upgrade, update or enhance (collectively, the "Maintenance") its network, infrastructure, website(s), Services and/or Vonage Business Equipment with prior notice if such Maintenance would cause a partial or full disruption of the Services. In addition, Vonage reserves the right to perform emergency maintenance ("Emergency Maintenance") without prior notice to maintain the security and stability of the Vonage Business services and network. Notice will be provided as soon as reasonably practicable following an Emergency Maintenance event. Customer will timely report any issues, trouble or problems affecting Service to Vonage Business using a Customer-initiated trouble ticket (a "Trouble Ticket"). Trouble Ticket procedures and additional information for Vonage Business support can be found at <https://businesssupport.vonage.com/businesscloudhome>. Calls to and from Vonage Business customer service, sales or other representatives may be recorded and/or monitored for quality assurance and training purposes and by speaking with such Vonage Business representatives, Customer consents to such recording and/or monitoring. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are set forth in the applicable service level agreement and these Terms.

**24. Voice-to-Text and Text-to-Voice Limitations.** Certain Vonage Business Services may provide a function that allows voicemails to be converted to text and vice-versa. Customer understands and agrees that Vonage Business's voice-to-text ("VTT") and text-to-voice ("TTV")

features may not accurately transcribe voicemails or articulate text messages, respectively. Customer is solely responsible for checking the original message and verifying the accuracy of the message when using any VTT or TTV features. Vonage Business expressly disclaims all liability with respect to the conversion of voicemails to text or vice-versa.

**25. Suggestions and Feedback.** In the event that Customer provides Vonage Business with suggestions, enhancement requests, recommendations, proposals, documents, or other feedback with respect to the Services or Software (collectively, "Suggestions"), Customer grants Vonage Business and its Affiliates a royalty-free, worldwide, irrevocable, perpetual license to use, modify, and distribute such Suggestions in connection with efforts to improve, enhance or modify the Services or Software without compensation to Customer or attribution of any kind.

**26. Changes to Services.** Vonage Business reserves the right to remove, add, or modify features and functions of the Services, and to provide fixes, updates and upgrades to the Services without notification to Customer, provided that material changes shall be noticed by Vonage Business Inc. on its website or communicated to Customer pursuant to the methods in Section 3, and the features and functionality of any such change or replacement will be materially comparable to the changed or replaced Service.

**27. Default and Remedies.**

**a) Customer Default.** If Customer either (a) fails to make any payment when due and such failure continues for five (5) business days after written notice from Vonage Business, or (b) fails to observe or perform any other material term of this Agreement and such failure continues for thirty (30) days after written notice from Vonage Business, then Vonage Business may elect to: (i) terminate this Agreement and/or any Sales Order, in whole or in part; (ii) immediately suspend Customer's Service, in whole or in part; and/or (iii) pursue all remedies Vonage Business may have at law or in equity.

**b) Suspension of Services.** Notwithstanding any other provision of this Agreement, Vonage Business may suspend Customer's right to access or use any portion or all of the Service immediately and without liability to Customer in any of the following circumstances: (i) Customer's use of the Service violates Applicable Laws or this RUP; (ii) Vonage Business is legally required to suspend or terminate Service; (iii) Customer's use of the Service poses a security risk to the Service or any third party or may subject Vonage Business or any third party to liability; (iv) the occurrence or threat of any other event or circumstance for which Vonage Business reasonably believes that suspension of Service is necessary to protect the Vonage Business (or other third-party) network, systems or customers; or (v) Customer's failure to make payment (as set forth in Section 11).

**c) Vonage Business Default.** If Vonage Business fails to observe or perform any material term of this Agreement (other than non-performance under or failure to comply with an applicable service level agreement between the parties which contains exclusive remedies therein), Customer may terminate any applicable Sales Order without early termination charges only after Customer has delivered written notice of such failure to Vonage Business, such notice to contain reasonable detail describing any breach, and Vonage Business has failed to remedy such failure

and/or prevent its recurrence within thirty (30) business days of its receipt of Customer's written notice.

**28. Warranty Disclaimer.** VONAGE BUSINESS PROVIDES THE SERVICES, EQUIPMENT AND SOFTWARE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND (EXCEPT FOR ANY THIRD PARTY MANUFACTURER WARRANTIES THAT MAY BE APPLICABLE TO EQUIPMENT PURCHASED BY CUSTOMER FROM VONAGE BUSINESS), WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. VONAGE BUSINESS MAKES NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER REQUIREMENTS, SPECIFICATIONS, EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER CONTENT, CUSTOMER APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY VONAGE. CUSTOMER ACKNOWLEDGES THAT VONAGE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. VONAGE BUSINESS IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL, OR FOR ANY ISSUES RELATED TO THE PERFORMANCE, USE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S USE, CUSTOMER CONTENT, CUSTOMER APPLICATIONS, OR THIRD PARTY CONTENT. VONAGE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS OR USEFULNESS OF THIRD PARTY CONTENT. TO THE EXTENT THAT VONAGE BUSINESS CANNOT DISCLAIM ANY WARRANTIES IN CERTAIN JURISDICTIONS, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. ALTHOUGH REASONABLE EFFORTS ARE MADE TO PROVIDE SECURITY FOR VOICEMAILS AND FAX TRANSMISSIONS, VONAGE BUSINESS MAKES NO GUARANTEES OR WARRANTIES OF SECURITY. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT ENABLED TO FUNCTION OUTDIALING SYSTEMS INCLUDING HOME OR OFFICE SECURITY SYSTEMS, TTY EQUIPMENT, MEDICAL MONITORING EQUIPMENT OR SATELLITE TELEVISION SYSTEMS. VONAGE BUSINESS WILL NOT BE LIABLE FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT DESIGNED, INTENDED OR RECOMMENDED AS A MEANS BY WHICH TO STORE OR TRANSMIT "PROTECTED HEALTH INFORMATION" ("PHI") AS DEFINED UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND RELATED OR SIMILAR LAWS (COLLECTIVELY, "HIPAA"). EXCEPT AS OTHERWISE AGREED IN A WRITING SIGNED BY VONAGE BUSINESS, VONAGE BUSINESS MAKES NO REPRESENTATION

OR WARRANTY THAT THE SERVICES OR THEIR USE WILL COMPLY WITH HIPAA OR WILL RENDER ANY PARTY COMPLIANT WITH HIPAA, AND IS RELEASED FROM ANY LIABILITY FOR ITS ACTS OR OMISSIONS RELATING TO HIPAA.

**29. Limitation of Liability.** NEITHER VONAGE BUSINESS, NOR ITS AFFILIATES, VENDORS, SUPPLIERS, DISTRIBUTORS, CHANNEL AND OTHER MARKETING PARTNERS OR OTHER REPRESENTATIVES SHALL BE LIABLE FOR ANY ~~INDIRECT, INCIDENTAL, SPECIAL,~~ PUNITIVE OR CONSEQUENTIAL DAMAGES, ~~REPLACEMENT COSTS, OR ANY LOSS OF REVENUE OR PROFITS,~~ CONTENT, DATA, OR DATA USE, EVEN IF VONAGE BUSINESS HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN BY VONAGE BUSINESS. VONAGE BUSINESS' AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO VONAGE BUSINESS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM SUBJECT TO THIS SECTION 29. THE PARTIES ACKNOWLEDGE AND ACCEPT THE REASONABLENESS OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 29.

**30. Indemnification.** ~~Customer~~ Vonage Business agrees to defend, indemnify and hold harmless ~~Vonage Business~~ Customer from and against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with claims made or brought against ~~Vonage Business~~ Customer by a third party arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct of ~~Customer~~ Vonage Business ~~or any user of~~ in connection with the Services, Software or Vonage Business Equipment, whether authorized or unauthorized by ~~Customer~~ Vonage Business; (ii) ~~Customer's~~ Vonage Business' breach of any obligation, warranty, representation, or covenant of this Agreement or the RUP; (iii) any claim by any employee or invitee of ~~Customer~~ Vonage Business or user other than a claim based on the gross negligence or willful misconduct of ~~Vonage Business~~ Client; (iv) any claim by any customer of ~~Customer~~ Vonage Business, end user or other third party relating to, or arising from, ~~Customer~~ Vonage Business Data or ~~Customer's use~~ Vonage Business' provision of the Services, Software or Vonage Business Equipment; or (v) violation of any Applicable Laws by ~~Customer~~ Vonage Business or any ~~Customer~~ Vonage Business employee, contractor or agent.

**31. Confidentiality.**

a) "Confidential Information" means all nonpublic information, subject to the requirements of Chapter 119, "Public Records," of the Florida Statutes, relating to a Party or its Affiliates that (i) if provided in writing, is marked or labeled as confidential or proprietary, or (ii) if provided verbally, is designated as confidential at the time of disclosure, or (iii) even if not so marked, labeled or identified, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation, all nonpublic information relating to (i) a Party's or its Affiliates' technology, customers, employees, business plans, agreements, finances and other business affairs, (ii) the Vonage Business network or service delivery platform, and (iii) the terms of any Sales Order.



Confidential Information does not include any information that (i) has become publicly available without breach of this Agreement, (ii) was known to the Party receiving Confidential Information under this Agreement (the "Receiving Party") at the time of its receipt from the Party disclosing the Confidential Information (the "Disclosing Party") or its Affiliates as shown by documentation reasonably acceptable to Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) was independently developed by the Receiving Party without use of any Confidential Information as shown by documentation reasonably acceptable to Disclosing Party.

**b)** Each Party hereby agrees to hold Confidential Information in strict confidence and shall, in any case, protect such Confidential Information with no less diligence than that with which it protects its own confidential or proprietary information of a similar nature. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose unrelated to the Services. Each Party may disclose the Confidential Information of the other Party on a "need to know basis" and then only to its (and, in the case of Vonage Business, its Affiliates') directors, officers, advisors, employees and other legal, business or financial partners or representatives; provided that all such persons are subject to written confidentiality agreements which contain provisions which are no less restrictive than the provisions of this Section 31. In addition, Vonage Business may disclose this Agreement under a comparable non-disclosure agreement in response to a third party due diligence request supporting a financing or non-ordinary course of business corporate transaction.

**c)** If the Receiving Party is legally compelled by any means (including deposition, interrogatory, request for documents, subpoena, civil or regulatory investigative demand or similar process) to disclose Confidential Information of the Disclosing Party, subject to applicable laws, the Receiving Party must provide the Disclosing Party with prompt written notice of such legal requirement in order to allow the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Section 31.

**d)** Upon the termination or expiration of this Agreement, or at any time upon the request of the Disclosing Party, the Receiving Party shall, at the Disclosing Party's option, return or destroy (and certify as to such destruction) all Confidential Information of the Disclosing Party in its control or possession, other than copies which the Receiving Party may be required to maintain under applicable law or regulation.

**32. EMERGENCY 911 SERVICES.** BY USING THE SERVICE AND/OR VONAGE BUSINESS EQUIPMENT, CUSTOMER ACKNOWLEDGES THE LIMITATIONS OF VONAGE BUSINESS E911 SERVICE AS DESCRIBED IN THE E911 DISCLOSURE, AS WELL AS THOSE SET FORTH IN THIS SECTION 32. CUSTOMER AGREES AND ACKNOWLEDGES THAT WHILE MOST VONAGE BUSINESS SERVICES OFFER ACCESS TO E911 SERVICE, OTHERS MAY NOT. CUSTOMER IS ADVISED TO THOROUGHLY READ AND UNDERSTAND THE E911 DISCLOSURE AND THE OPTIONS AVAILABLE. CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED THE E911 DISCLOSURE AND HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THE E911 DISCLOSURE, AND ASSUMES THE RISKS ASSOCIATED WITH THE VONAGE BUSINESS E911 SERVICE LIMITATIONS.

### **33. Local Number Portability.**

**a) Number Transfer on Service Activation.** In the event Customer is not utilizing a new phone number or numbers for the Services, but rather is transferring existing phone number(s) which currently is subscribed to a carrier other than Vonage Business to Vonage Business, the terms and conditions of this section shall apply:

**i.** Customer hereby authorizes Vonage Business to notify Customer's current local telephone company or other service provider of its decision to switch local, local toll and long distance services to Vonage Business and represents that Customer is authorized to take this action;

**ii.** Customer agrees and acknowledges (i) that the porting of Customer's numbers requires Customer's provision of specific, detailed and accurate information to Vonage Business and other service providers, as applicable, and the completion of certain steps and procedures, as well as third parties' completion of certain tasks, and (ii) that numbers may not be ported in or ported out unless such information matches the information on record with Vonage Business or other service providers. The completion of a port request is dependent upon these and other factors which may be outside the control of Vonage Business or other service providers, and accordingly, Vonage Business is not responsible for delayed or incomplete ports. **FAILURE TO PROVIDE ANY INFORMATION REQUESTED BY VONAGE BUSINESS OR THE THIRD PARTY SERVICE PROVIDER WILL DELAY THE PORTING OF THE NUMBER TO VONAGE BUSINESS. VONAGE BUSINESS SHALL NOT BE RESPONSIBLE FOR ANY DELAY IN THE PORT OF CUSTOMER'S NUMBER AND WILL NOT PROVIDE CREDIT FOR ANY SUCH DELAYS.**

**iii.** Customer agrees and acknowledges that if the Services are set up prior to the date that the number transfer becomes effective ("Port Effective Date"), Customer may only be able to make outgoing calls using the Services. In such event, Customer should keep another phone connected to the existing phone number to receive incoming calls until the Port Effective Date, after which Customer will be able to both make and receive calls using the Service. Customer agrees and acknowledges that if the Activation Date has not occurred as of the Port Effective Date, its existing phone service for the number being transferred may be disconnected and Customer may have no service for that number. Therefore, to avoid an interruption in Customer's phone service, Services must be activated prior to the Port Effective Date. An estimate of the Port Effective Date will be sent to Customer via e-mail by Vonage Business.

**b) Number Transfer on Service Termination.** After the Activation Date, Vonage Business or its providers may receive requests from other telephony providers ("Requesting Party") acting as agents on Customer's behalf to port a telephone number currently assigned to Customer to a third party provider ("Port-Out"). Vonage Business will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Vonage Business' or its vendors' standard operating procedures. Until the effective date of Customer's proper termination (in accordance with the terms of this Agreement), Customer will: (a) remain a Vonage Business customer; and (b) be responsible for all charges and fees associated with Customer's Vonage Business Service. Customer will not receive any refund or partial refund or any credits for any charges already billed to Customer's

account. Vonage Business assumes no liability for costs associated with any numbers that cannot be ported or that Customer chooses not to port. Customer acknowledges that in the event of any account termination or cancellation, all telephone numbers associated with Customer's account may be released. Similarly, the cancellation of individual services that have associated telephone numbers will result in the release of such numbers. Customer acknowledges that it is Customer's responsibility to work with a third party provider to port out those numbers prior to Customer's termination or cancellation of Customer's account or termination of Services.

**c) Ported Telephone Numbers Upon Cancellation.**

**i. Cancellation.** If Customer requests that a new service provider port a number from Vonage Business, then Customer is required to inform Vonage Business of Customer's intent to terminate the specific affected Services on Customer's account or Vonage Business will continue to bill for such Services. Customer will continue to be responsible for all the charges and fees associated with the remaining Services on Customer's Vonage Business account. Customer will not receive any refund or partial refund or any credits for any charges already billed to Customer's account.

**ii. Consent & Electronic Submission.** In some cases, Vonage Business may permit Customer to submit documentation required to port numbers using a web-enabled user interface. Customer may withdraw Customer's consent to submit Customer's porting request electronically by contacting Vonage Business Customer Care prior to our submitting the porting request to the carrier. Customer's consent to electronic submission applies only to the specific porting request Customer submit through web-enabled interface.

**iii. Facsimile Service.** Numbers assigned by Vonage Business for Vonage Business's facsimile service cannot be ported to a new service provider without the assistance and cooperation of Vonage Business' underlying partner. Vonage Business will use commercially reasonable efforts to facilitate a port of a facsimile number which was ported on Customer's behalf to Vonage Business by another service provider. Customer may be required to pay a porting fee to Vonage Business not to exceed One Hundred Dollars (\$100.00) per facsimile number ported.

**d) Vonage-Provided Telephone Numbers.** Telephone numbers provided by Vonage Business ("Vonage-Provided Numbers") to Customer shall be leased and not sold. Customer will use Vonage-Provided Numbers it leases with the Services and on devices approved or prescribed by Vonage Business. Customer may port any such numbers upon termination of the Services. In the event Customer does not port Vonage-provide numbers following termination of Service, Customer thereafter relinquishes any rights in such numbers. Vonage Business reserves the right to move, change or cancel Vonage-Provided Numbers not ported by Customer following termination in its reasonable discretion.

**34. Beta Services and Software.** Certain Services or Software may be designated or offered as a "beta" version ("Beta Version") of a Service or Software, which may or may not be released as a full commercial service in the future. Except as otherwise indicated under separate terms and conditions that may apply to such Beta Versions, Vonage Business may or may not charge for such Beta Versions, and reserves the right to charge for subsequent versions of the Beta Version, including any potential commercial releases. Customer acknowledges and agrees that the Beta

Version may contain, in Vonage Business' sole discretion, more or fewer features or different licensing terms than a subsequent commercial release version of the Beta Version. Vonage Business reserves the right not to release later commercial release versions of the Beta Version. Without limiting any disclaimer of warranty or other limitation stated in these Terms (or any separate terms and conditions that would otherwise be applicable to such Beta Versions), Customer agrees that Beta Versions are not considered by Vonage Business to be suitable for commercial use, and that may contain errors affecting their proper operation. CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF ANY BETA VERSION MAY EXHIBIT SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT CUSTOMER'S USE OF ANY SERVICES OR SOFTWARE. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, VONAGE BUSINESS SPECIFICALLY DISCLAIMS ALL DAMAGES RESULTING FROM CUSTOMER'S USE OF ANY BETA VERSION. The fact and existence of any Beta Version shall be deemed to be Vonage Business Confidential Information under this Agreement.

**35. Electronic Recording.** Customer acknowledges that there are federal and state laws governing the electronic recording of telephone conversations and that Vonage Business is not liable for any illegal use of the Services. It is Customer's responsibility to determine and comply in full with its own compliance obligations. No Services or products offered by Vonage Business are represented or warranted to comply with electronic recording laws. Customer agrees that Vonage Business may, in its sole discretion, record any call between Customer and Vonage Business for Vonage Business quality control purposes.

**36. Right to Review Use of Services.** Vonage Business reserves the right to review and monitor Customer's use of the Service for purposes of confirming compliance with this Agreement. Vonage Business may also review Customer's security and anti-fraud protections for select Vonage Business Services.

**37. General.**

a) **Assignment.** This Agreement inures to and is binding upon the Parties' successors and permitted assignees. Customer shall not assign this Agreement without Vonage Business' prior written consent, not to be unreasonably conditioned, withheld or delayed; provided that Customer may, without consent, but with reasonable prior written notice, assign its rights and obligations hereunder to any parent, affiliate or subsidiary of Customer or pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets; provided, however, that any proposed assignee shall be at least as creditworthy as Customer (as reasonably determined by Vonage Business), shall agree in advance and in writing to assume and be bound by all provisions of this Agreement, and shall deliver to Vonage Business fully-executed documents reasonably acceptable to Vonage Business establishing the terms of such an assignment. Any assignment by Customer other than as permitted by this Section 37(a) shall be void and of no force or effect.

b) **Force Majeure.** Neither Party is liable for any failure of performance (other than for delay or performance in the payment of money due and payable hereunder) to the extent such failure is due to any cause or causes beyond such Party's reasonable control, including acts of God, fire,

explosion, vandalism, cable cut, adverse weather conditions, governmental action, acts of terrorism, denial of service attacks, or strikes and similar labor difficulties. Either Party's invocation of this clause will not relieve Customer of its obligation to pay for any Services actually provided or permits Customer to terminate any Services except as expressly provided herein. In the event such force majeure event prevents the availability or material use of the affected portion of Services for more than ten (10) consecutive days, either Party may terminate the affected portion of the Services without liability.

c) **Intellectual Property and Publicity.** Except as explicitly granted herein, neither Party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, logos, trade names, patents, trade secrets or other form of intellectual property of the other Party or its affiliates without the express prior written authorization of the other Party. Neither party will issue any press release nor other public statement relating to this Agreement, except as may be required by law or agreed by the Parties in a writing signed by an authorized representative of a Party's Corporate Communications department. Neither Party may identify the other Party using a Party's name, trademarks and/or logos in its marketing collateral, presentations and websites without the non-disclosing Party's express written consent, and a Party may revoke such right with written notice to the other Party at any time.

d) **Nonexclusive.** This Agreement is non-exclusive. Nothing in this Agreement prevents either Party from entering into similar arrangements with other persons or entities.

e) **Notices.** Except as otherwise provided in this Agreement,

Any notice required or given under this Agreement to Vonage Business (except for billing dispute as described in Section 11) will be in writing and delivered to Vonage Business as follows:

Vonage Business Inc.  
Attn: Legal Department  
7900 Westpark Drive, Suite A-315  
McLean, VA 22102

Copies of notices shall be sent via fax or email (which shall not constitute formal notice) to:

Office of the Chief Legal Officer  
Vonage Business Inc.  
Facsimile: 1.732.202.5221  
E-mail: [VonageBusNotices@vonage.com](mailto:VonageBusNotices@vonage.com)

Such address and contact information may be changed by either Party by prior written notice to the other Party in accordance with this paragraph. A notice will be deemed to be duly given (i) on the date of delivery if personally delivered by hand or by a nationally recognized overnight express courier, or (ii) upon the third day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested. For clarity, e-mail or fax notices are informational only and shall not constitute formal notice.

**f) Facsimile and Electronic Transmission; Counterparts.** Sales Orders, and other documents that may be executed in connection with the Services (collectively "Service Documentation"), may be executed and delivered by facsimile or electronic transmission, and upon receipt, such transmission shall be deemed the delivery of an original. Service Documentation may be executed in several counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument.

**g) Electronic Communications and Consent to use of Electronic Signatures and Records.**

As a convenience and courtesy to you, Vonage Business provides access to its Services online which may require Customer to enter into agreements or receive notices electronically. Accordingly, Customer acknowledges and agrees:

**i.** To conduct electronically the particular transaction into which Customer thereby enters including, without limitation, entering into this Agreement;

**ii.** That it has read and understands the electronic copy of electronic contracts, notices and records, including, without limitation, this Agreement, and any policies and any amendments hereto or thereto;

**iii.** That it intends to be bound by, the terms of the particular transaction into which Customer thereby enters;

**iv.** That it is capable of printing or storing a copy of electronic records of transactions into which Customer enters including, without limitation, this Agreement and any amendments hereto;

**v.** To receive electronically information about the Services and other electronic records into which Customer thereby enters including, without limitation, this Agreement; and

**vi.** That that any personally identifiable information that Customer provides may be used by Vonage Business and its Authorized Distributors or Marketing Partners in accordance with the Vonage Business Privacy Policy located at <https://www.vonage.com/privacy-policy/>.

**h) Basis of Bargain; Failure of Essential Purpose.** Customer acknowledges and agrees that Vonage Business has established its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability and the warranty disclaimers set forth in this Agreement, and that they are an essential basis of the bargain between the parties and are material terms of this Agreement. The Parties agree that the limitations and exclusions of liability and warranty disclaimers specified in this Agreement will survive and apply even if found to have failed their essential purpose, and Customer hereby waives its right to contest the enforceability of any provision of this Agreement by reason of such failure.

**i) No Commitments.** Customer represents that Vonage Business has made no commitments or promises orally or in writing with respect to delivery of any future features or functions. In relation to any future features or functions, all presentations, RFP responses, and/or product roadmap documents, information or discussions, either prior to or following the date herein, are informational only, and are not the basis for, nor part of this Agreement or any Sales Order.

Vonage Business has no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to by both Parties. Customer acknowledges that its purchasing decisions are not based upon any future features or functions.

**j) Survival, Modification.** The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. Except for the rights of Vonage Business in Section 3, all modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of both parties.

**k) Relationship of the Parties.** The relationship of Vonage Business and Customer shall not be that of partners, agents or joint venturers for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between the Parties for any purposes. Vonage Business and Customer shall be independent parties and shall discharge their contractual obligations at their own risk subject to the terms of this Agreement.

**l) Third Party Services.** Vonage Business may use or rely on one or more licensors, service providers, and/or equipment providers or equipment lessors whose products, equipment and/or services are provided in conjunction with, or incorporated into, the Services and/or Vonage Business Equipment ("Third-Party Services"). Such Third Party Services may also be provided under Vonage Business' trademarks or otherwise branded as a Vonage Service. Third-Party Services may be governed by separate legal terms and conditions, which, if applicable, may be found or identified in documentation or on other media delivered with the Third-Party Services and otherwise will be provided to Customer. Such Third Party Services terms and conditions are incorporated by reference into these Terms and shall govern the use of Third-Party Services. Customer agrees to comply with such terms and conditions of all Third-Party Services. Any non-compliance with terms and conditions of Third Party Services shall be considered non-compliance with these Terms.

**m) Waiver.** The failure of either Party to enforce compliance with a provision of this Agreement shall not be construed as a general waiver of such provision or any other provision.

**n) Severability.** If any term, covenant or condition contained in this Agreement or any Sales Order is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**o) Governing Law.** The laws of the State of ~~Delaware~~ Florida will govern this Agreement, without reference to its principles of conflicts of laws. ~~Because this agreement is a transaction in interstate commerce, the Federal Arbitration Act ("FAA"), and not state arbitration law, shall govern the interpretation, validity and enforceability of the arbitration provision in Section 38, below.~~

p) **Entire Agreement.** This Agreement supersedes any prior or contemporaneous agreements, statements, understandings, writings, commitments, or representations concerning its subject matter, as between Customer and Vonage Business.

q) **Export Controls.** Customer agrees to comply fully with all relevant export laws and regulations of the United States, including the U.S. Export Administration Regulations, administered by the Department of Commerce. Customer also expressly agrees that it shall not export, directly or indirectly, re-export, divert, or transfer any portion of Vonage Business Service, Equipment or Software to any destination, company, or person restricted or prohibited by U.S. export controls.

r) **Choice of Language.** The parties hereby confirm their express wish that this Agreement and all related documents be prepared in the English language only. Les parties reconnaissent avoir exigé que le presente convention et tous les documents connexés soient redigés en anglais seulement.

### **38. Dispute Resolution; Binding Arbitration Notice; Waiver of Jury Trial.**

a) **Written Notice.** In the event either Party has a dispute or claim against the other Party (except with respect to invoice disputes which are addressed in Section 11, the disputing Party shall provide written notice to the other Party in accordance with the provisions of Section 37(e), above.

~~b) **Initial Escalation to Management.** The Parties agree to escalate disputes to their respective management, who will use commercially reasonable efforts to resolve the dispute by consulting with each other in good faith to reach an equitable resolution satisfactory to both parties within thirty (30) days of the receipt of notice. Neither Party shall pursue or commence proceedings regarding the dispute in any court, administrative arbitral or other adjudicative body prior to engaging in such consultations and negotiations.~~

~~c) **Resolution in Small Claims Court.** In the event the dispute is not resolved, and the claim falls within the dollar limit allowed by applicable state law along with any other jurisdictional requirements, either Party may seek to have that dispute resolved in small claims court in any state in which Services are provided to the Customer by Vonage Business.~~

~~d) **Binding Arbitration.** If negotiations fail to resolve the dispute within thirty (30) calendar days, and/or small claims court is not a valid option due to the size or nature of the claim, all disputed claims (except for claims set forth in subsection (f) below) must be resolved by binding arbitration before a single arbitrator in accordance with the commercial rules of the American Arbitration Association ("AAA") (available on the AAA website, [www.adr.org](http://www.adr.org)) in effect as of the date this Agreement goes into effect. This agreement to arbitrate is intended to be given the broadest possible meaning under Applicable Laws. The initiation of an arbitration dispute shall not otherwise prevent Vonage Business or Customer from terminating Services in accordance with the Terms.~~



e) **Disputes About This Agreement to Arbitrate.** Disputes about the arbitrability of any claims and/or the scope, enforceability, or validity of this arbitration agreement shall be decided by an arbitrator.

f) **Disputes That Need Not Be Arbitrated.** Disputed claims involving either Party's intellectual property rights, indemnity, or confidentiality obligations; fraudulent or unauthorized use, theft, or piracy of service; or matters relating to injunctions or other relief may be resolved by binding arbitration as set forth in subsection (d), but are not required to be resolved by binding arbitration and may be heard in a court of law, at the option of the entity asserting the disputed claim.

g) **Notice for Commencing Arbitration.** If an agreement to resolve the dispute is not reached, an arbitration proceeding may be commenced by downloading or copying a form from the AAA website (<http://www.adr.org>). The amount of any settlement offer made by Customer or Vonage Business shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or Vonage Business is entitled.

h) **Location.** All hearings conducted as part of the arbitration shall take place at a location, convenient to Customer, based upon Customer's billing address (or, if no business address is provided, your service address). If Customer claim is for \$10,000 or less, Customer or Vonage may request that the arbitration be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic hearing. If either party objects, then the arbitrator shall proceed to an in person hearing as established by the AAA Rules. If Customer claim is in excess of \$10,000, the right to a hearing will be determined by the AAA rules.

i) **Costs.** Each Party will be responsible for its own costs incurred in the arbitration, including arbitration filing fees and attorneys' or expert witness fees. The arbitrator's costs and expenses shall be shared equally between the Parties. If a Party elects to appeal an award or seeks to vacate the award in court, the prevailing Party in the appeal or judicial proceeding shall be entitled to recover all reasonable attorneys' fees incurred in that appeal or judicial proceeding.

jb) **Waiver of Jury Trial.** Customer and Vonage Business agree that, by entering into this agreement, Customer and Vonage Business are waiving the right to a trial by jury. ~~Customer and Vonage Business agree that the arbitrator may award relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. The arbitrator may not award special, indirect, punitive, incidental or consequential damages. CUSTOMER AND VONAGE BUSINESS AGREE THAT CUSTOMER MAY BRING CLAIMS AGAINST VONAGE BUSINESS ONLY IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING AND THAT CUSTOMER EXPRESSLY WAIVES ITS RIGHT TO BRING A CLASS ACTION SUIT.~~ Customer and Vonage Business agree that the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding.

k) **Severability.** If any term, covenant, or condition contained in this dispute resolution/arbitration provision section, is, to any extent, held invalid or unenforceable in any

~~respect under the laws governing this dispute resolution/arbitration provision, the remainder of this dispute resolution/arbitration provision shall be valid and enforceable to the fullest extent permitted by law.~~

**END OF TERMS OF SERVICE**



## Town of Surfside

**Attn:** Jose Feliz      **Quote Date:** Jun 11, 2020  
**Tel:** (305) 861-4863      **Quote Expiration:** Jun 30, 2020 at 11:59 pm ET  
**Agreement Term:** 3 Year

Account Executive

**Alex Comstock**  
[alexander.comstock@vonage.com](mailto:alexander.comstock@vonage.com)  
 404-900-5146

Contact your Account Executive with any questions

Included at no extra cost:

The "Vonage Business Cloud" Mobile app! Call and text using your personal business number on-the-go, check voicemails, access paid add-ons and more. Available on the App Store and Google Play. Mobile data charges may apply.

### Quote #Q-57020

Name	Address	One time	Monthly price ^
Primary <span style="background-color: purple; color: white; padding: 2px 5px;">Primary</span>	9293 HARDING AVE SURFSIDE, FL 33154 US	\$ 1,245.00	\$ 1,596.76

**Primary**  
9293 HARDING AVE, SURFSIDE, FL 33154 US

**Purchase order:**

One time set up charge\*\*

Product	Quantity	Unit price	Subtotal
Implementation Support			\$ 400.00
Implementation Support Discount			(\$ 400.00)
<b>Product total</b>			<b>\$ 0.00</b>
<b>Shipping</b>			
Standard Shipping	83	\$ 15.00	\$ 1,245.00
<b>Taxes</b>			
County - Sales Tax			\$ 12.45
State - Sales Tax			\$ 74.70
Local - Communications Service Tax NFR			\$ 0.00
State - Communications Service Tax NFR			\$ 0.00
State - Statutory Gross Receipts NFR (Business)			\$ 0.00
State - Statutory Gross Receipts NFR			\$ 0.00
<b>Subtotal (excludes taxes)</b>			<b>\$ 1,245.00</b>

Monthly charge (upon activation)<sup>^</sup>

Product	Quantity	Unit price	Subtotal
Unlimited Extension	83	\$ 13.99	\$ 1,161.17
Local Company Number	4	\$ 0.99	\$ 3.96
Call Group	14	\$ 0.00	\$ 0.00
Company Call Recording	1	\$ 25.00	\$ 25.00
US Fax Number	4	\$ 4.99	\$ 19.96
Polycom VVX 250 w/Power Supply - Rental	83	\$ 0.00	\$ 0.00
<b>Fees</b>			
Recovery Fee			\$ 304.50
E911 Fee			\$ 82.17
<b>Subtotal ^</b>			<b>\$ 1,596.76</b>

<sup>^</sup> Taxes and other surcharges not included.

Total (all locations)	One time	Monthly price <sup>^</sup>
	\$ 1,245.00	\$ 1,596.76

<sup>^</sup> Taxes and other surcharges not included.



# MEMORANDUM

**ITEM NO. 5C**

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

**From:** Jason D. Greene, Interim Town Manager

**Date:** August 11, 2020

**Subject:** Waste Connections Recycling Contract

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The Town of Surfside, through the Public Works Department, provides refuse waste, recycling, and bulk waste collection services for commercial and residential properties. Commercial is considered businesses and multi-family residences. Residential is considered single family residences. Due to the commitment of resources, the Public Works Department relies on a waste hauling contractor for collection of recycling for commercial properties. Waste Connections of Florida, LLC (“Waste Connections”) has been the supplemental contractor.

**Table A – “Scope of Services”** outlines the scope of work that is performed in-house or outsourced and the weekly schedule of the Solid Waste collection program:

**Table A – “Scope of Services”**

Item Number	Scope of Service	Performed By	Schedule	Refuse Destination
1	Residential Waste Collection	Public Works	5 days / week	Miami Dade Energy Recovery Facility
2	Commercial Waste Collection	Public Works	7 days / week	Miami Dade Energy Recovery Facility
3	Residential Recycling Collection	Public Works	1 day / week	Waste Management Facility
4	Commercial Recycling Collection	Public Works / Outsourced	5 days / week	Waste Management & Waste Connections Facility
5	Commercial Bulk Collection	Public Works	5 days / week	Miami Dade Energy Recovery Facility
6	Residential Bulk Collection	Public Works	5 days / week	Miami Dade Energy Recovery Facility

Due to resource limitations, commercial recycling collection is performed by the Town’s Solid Waste Department and Waste Connections, a recycling hauling contractor. Recycling in commercial areas is extensive as various condominiums and restaurants have adopted or expanded their recycling practices. In addition, many of these properties

have specialized front-end containers that are not compatible with the Town's Public Works Solid Waste (in-house) fleet. As new properties have been incorporated into the Town's Solid Waste programming, the Solid Waste Department has absorbed the recycling collection by implementing compatible containers and a billing schedule for services. Also, various buildings that have recently renovated their facilities have also been absorbed by the Town's Public Works Solid Waste (in-house) collection schedule.

Currently, the Solid Waste Department does not have the resources to absorb commercial recycling in its entirety since other obligations as shown in **Table A** require the use of existing Town resources. Additionally, the conversion of all commercial recycling containers, additional labor hours, and equipment burden to perform the scope of work currently required for commercial recycling collection compared to the cost of outsourcing commercial recycling is not cost effective.

In the first quarter of Fiscal Year 2020, the Public Works Department performed an audit of all commercial recycling and waste collection. As a result, the Waste Connections commercial recycling collection programming was updated, reducing their scope of work.

The Town re-negotiated recycling rates with Waste Connections and the new terms bring approximately \$1,000 or 17% in savings monthly to the Town. This is the result of a collection audit, negotiation of term rates, and absorbing some scope of work by the Town's Solid Waste Department. Additionally, the contract was renegotiated to provide compensation on a per container basis rather than the industry standard of cost per type of material recycled (Single stream) method. This eliminates any incurred costs from recycling contamination and allows for consistency in the billing structure. Recycling contamination is encountered when items that are not considered recyclable are disposed with recyclables or items considered recyclables have a contaminant such as a not fully emptied disposed bottle. By creating a per container compensation structure, the contract can be adjusted as commercial properties are added or removed from the collection program.

The Town Administration recommends approval of the proposed Waste Connections contract for commercial recycling collection services retroactive to March 1, 2020. The vendor has stated they will honor the new lower prices retroactively. The account is budgeted through recycling fees collected from commercial properties. The recycling fees are billed monthly to each account holder.

Reviewed by: JG

Prepared by: HG

Line Item Number	Account Number	Property Address	Property Name	Category	Number of Containers (Recycling - 85 Gall)	Number of Containers (Recycling - 2 CY)	Number of Containers (Recycling - 4 CY)	Pick Up Frequency (Week Scale) (Recycling)
1	06-06635-00	8777 Collins Ave	Champlain Tower South	Multi-family	9	0	0	Waste Connection
3	06-07750-00	8855 Collins Ave	Champlain Tower East	Multi-family	3	0	0	Waste Connection
4	06-06779-00	8877 Collins Ave	Champlain Tower North	Multi-family	7	0	0	Waste Connection
8	06-07287-00	9225 Collins Ave	4 Winds	Multi-family	5	0	0	Waste Connection
9	06-07249-00	9201 Collins Ave	Waverly East	Multi-family	4	0	0	Waste Connection
10	06-09036-00	9272 Collins Ave	Waverly West	Multi-family	3	0	0	Waste Connection
12	06-07320-00	9248 Collins Ave	9248 Collins Ave	Multi-family	2	0	0	Waste Connection
13	06-07246-00	9195 Collins Ave	Carlise	Multi-family	2	0	0	Waste Connection
14	06-07226-00	9165 Collins Ave	Hilcrest	Multi-family	2	0	0	Waste Connection
15	06-07178-00	9149 Collins Ave	Seaview	Multi-family	2	0	0	Waste Connection
19	06-06929-00	8995 Collins Ave	Surf HOUSE	Multi-family	0	0	0	Waste Connection
22	06-06485-00	250 95 ST	USPS	Government	3	0	0	Waste Connection
24	06-10933-00	9418 Collins Ave	Grand Beach West	Hotel	0	1	0	Waste Connection
27	06-07465-01	9349 Collins Ave	Chateau Fendi	Multi-family	0	0	0	Waste Connection
28	06-07414-00	9341 Collins Ave	Marbella	Multi-family	11	0	0	Waste Connection
29	06-07394-00	9309 Collins Ave	Regent Palace	Multi-family	4	0	0	Waste Connection
55	06-07567-00	9471 Harding Ave	Kosher Land	Commercial	0	0	1	Waste Connection
59	06-07554-00	9459 Harding Ave	Moncheese	Commercial	1	0	0	Waste Connection
64	06-07532-00	9441 Harding Ave	Vacant	Commercial	0	0	1	Waste Connection
65	06-09020-00	9435 Harding Ave	T-Mobile	Commercial	0	0	1	Waste Connection
72	06-07497-00	9415 Harding Ave 9425 Harding Ave	Harbour Grille Harbour Bistro	Commercial	1	0	0	Waste Connection
73	06-07490-00	9401 Harding Ave	Wells Fargo	Commercial	1	0	0	Waste Connection

76	06-07617-00	9509 Harding Ave	VACANT	Commercial	1	0	0	0	Waste Connection
107	06-06436-00	9592 Harding Ave	Amtrust Bank	Commercial	2	0	0	0	Waste Connection
109	06-07708-00	9570 Harding Ave	CVS	Commercial	0	0	0	1	Waste Connection
111	06-09431-00	9560 Harding Ave	Starbucks	Commercial	1	0	0	0	Waste Connection
114	06-07671-01	9544 Harding Ave	Cine Cita Café	Commercial	0	1	0	0	Waste Connection
127	06-06434-00	9449 Collins Ave	Grand Beach East	Hotel	0	2	0	0	Waste Connection
128	06-07769-00	9455 Collins Ave	The Waves	Multi Family	9	0	0	0	Waste Connection
130	06-07618-00	9511 Collins Ave	Surfside Tower	Multi Family	6	0	0	0	Waste Connection
131	06-09223-00	9559 Collins Ave 9595 Collins Ave	Solimar South Solimar North	Multi Family	0	0	0	0	Waste Connection
134	06-07670-00	9540 Collins Ave	The Shul	Religious	0	1	0	0	Waste Connection
136	06-09226-00	8888 Collins Ave		Multi Family	4	0	0	0	Waste Connection
137	06-06792-00	8910 Collins Ave	Mary Anette	Multi Family	2	0	0	0	Waste Connection
138	06-09113-00	8900 Collins Ave		Multi Family	2	0	0	0	Waste Connection
141	06-07759-00	9156 Collins Ave		Multi Family	4	0	0	0	Waste Connection
152	06-06809-00	8918 Collins Ave		Multi Family	2	0	0	0	Waste Connection
177	06-06504-00	324 Surfside Blvd		Multi Family	1	0	0	0	Waste Connection
178	06-06507-00	325 Surfside Blvd		Multi Family	2	0	0	0	Waste Connection
189	06-07315-00	9241 Collins Ave		Multi Family	2	0	0	0	Waste Connection
	WC	9593 Harding Ave		Commercial	2	0	0	0	Waste Connection
	WC	9575 Harding Ave		Commercial	1	0	0	0	Waste Connection
	WC	9523 Harding Ave		Commercial	1	0	0	0	Waste Connection
Total Containers					102	5	4		
					27.95	119.08	238.15		
					\$2,850.90	\$595.40	\$952.60		

\$4,398.90  
\$5,014.75



**FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND PROCESSING OF  
COMMERCIAL AND MULTIFAMILY SINGLE STREAM RECYCLING IN THE TOWN  
OF SURFSIDE, FLORIDA**

**March 1, 2020**

**FRANCHISE AGREEMENT**  
**FOR THE COLLECTION, HAULING AND PROCESSING OF**  
**COMMERCIAL AND MULTIFAMILY SINGLE STREAM RECYCLING IN THE TOWN**  
**OF SURFSIDE, FLORIDA**

**STATE OF FLORIDA**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2020, by and between Waste Connections of Florida, Inc., (the “Service Provider”), and the Town of Surfside, Florida (the “Town”).

WHEREAS, the Town, subject to the terms and conditions set forth herein and the ordinances and regulations of the Town, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and process Municipal Single Stream Recycling (as such terms are defined herein) within the Town’s corporate limits for Commercial and Multi-Family Units.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the Town hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bag** - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a bag will be between thirty to thirty-five (30-35) gallons and the weight of a bag and its contents shall not exceed thirty-five (35) pounds.

**Business Day** - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the Town.

**Commercial Unit** – Any non-manufacturing commercial facility that generates and accumulates Municipal Single Stream Recycling during, or as a result of, its business, including, but not

limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, sports facilities or complexes.

**Container** – Any receptacle, including, but not limited to, dumpsters, Carts and Roll-Outs, whether utilized by a Commercial, Industrial, Municipal or other application for collecting Municipal Single Stream Recycling. Containers are designed to hold between two to four yards and Carts are designed to contain 95 gallons Municipal Single Stream Recycling Materials .

**Excluded Materials** - Any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations, and Hazardous Waste.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**Holidays** - The following days:

- (1) New Year's Day (January 1<sup>st</sup>)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25<sup>th</sup>).

Collections will be made-up on the next scheduled collection day.

**Industrial Unit** – Any manufacturing, minim, or agricultural facility that generates and accumulates Municipal Single Stream Recycling during, or as a result of, its operations.

**Municipal Facilities** – Only those specific municipal locations as set forth in Section 6.A.

**Multi-Family Residential Unit** – Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Single Stream Recycling .

**Municipal Solid Waste** - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste, Hazardous Waste, or Excluded Waste.

**Recyclable Materials** – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, Ferris and non-Ferris cans, glass bottles. . Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, or Excluded Waste.

**Residential Unit** - Any residential dwelling that a Multi-Family Residential Unit. This definition does NOT include Single-Family Residential Units.

**Roll-Off** – A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

**Roll-Out** – A Container with ninety-five (95) gallons of capacity.

**Rubbish** – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and ashes, cinders, floor sweepings,, mineral or metallic substances, and any other waste materials not included in the definition of Excluded Waste.

**Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Florida's applicable statutes whether such waste is mixed with or constitutes recyclable materials.

## **SECTION 2. FRANCHISE GRANT.**

The Town hereby grants to the Service Provider, in accordance with the Town's ordinances and regulations governing the collection, hauling and Processing of Single Stream Recyclable Materials for Commercial and Multi-Family Residential Units, the exclusive franchise, license and privilege to collect, haul and Process Municipal Single Stream Recycable Materials over, upon, along, and across the Town's present and future streets, alleys, bridges and public properties. In order to maintain the franchise in favor of the Service Provider contained herein, the Town may take any appropriate action against any company, customer or third party

infringing upon the rights of the Service Provider. In addition (and regardless of the Town's actions), the Service Provider may independently enforce the provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the Town shall reasonably cooperate in such enforcement actions brought by the Service Provider.

The Town hereby grants to the Service Provider a right of first refusal on the collection of Solid Waste, Recycling and Construction and Demolition Materials within the Town limits for Industrial, Commercial, and Residential Units. The Town will enforce Service Provider's right to collect Recyclable.

### **SECTION 3. OPERATIONS.**

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and process all of the Municipal Single Stream Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial, Multi-Family, and Municipal Facilities (ii) set out for collection. all within the Town's corporate limits, including any territories annexed by the Town during the term of this Agreement (the "Services").

B. Nature of Operations. The Town hereby grants to the Service Provider, in accordance with the Town's ordinances and regulations governing the collection, hauling and processing of Municipal Single Stream Recyclable Materials, the title to all Municipal Single Stream Recyclable Materials collected, hauled and processed by the Service Provider over, upon, along and across the Town's present and future streets, alleys, bridges and public properties.

C. Title to Municipal Single Stream. and liability for Municipal Single Stream Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. The residents of the Town shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any waste which is, or which the Service Provider reasonably believes to be, Excluded Materials Title to and liability for any Excluded Materials shall remain with the resident/business/generator of such Excluded Materials, even if the Service Provider inadvertently collects and disposes of such Excluded Materials. If the Service Provider finds what reasonably appears to be discarded Excluded Materials, Service Provider shall notify such resident/business/generator and the Town that the Service Provider may not lawfully collect such Excluded Materials.

D. The owners and occupants of any Commercial, Industrial and Residential Multi-Family Units, and the Town, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Commercial, Industrial, and Residential Multi-Family Unit, or the Town, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

**SECTION 4. RESERVED.**

**SECTION 5. COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial, and Multi-Family Residential Units at least once per week, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial, and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial, and Multi-Family Residential Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof.

**SECTION 6. RESERVED**

**SECTION 7. RESERVED.**

**SECTION 8. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

**SECTION 9. RATES AND FEES.**

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are set forth on Exhibit A, attached hereto and incorporated herein.

A. Reserved

B. Commercial, Industrial, and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial, and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge the rates set forth on Exhibit A.

C. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion for the Services provided under Section 7.A. and 11 hereto, the Service Provider shall charge the rates set forth on Exhibit A.

#### **SECTION 10. RATE ADJUSTMENT.**

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the Town, to increase or decrease the rates set forth in Section 9 hereof (the “Initial Rates”) in accordance with the CPI-U. The rates for all services shall escalate at a rate equal to the rise of the Consumer Price Index (“CPI-U”) for All Urban Consumers, US City Average, All Items, Detailed by Expense Category Garbage and trash collection (Unadjusted percent change) 1982-84=100, as prepared by the United States Department of Labor, Bureau of Labor Statistics (“BLS”), or its successor, for the most recent twelve (12) month period for which such index is available. The annual increases shall be applied on each anniversary date of this Agreement and shall never cause the rates to increase by more than five percent (5%) in any twelve (12) month period during the Term of the Agreement.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the Town for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the Town with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The Town shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the Town fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate

that such rate increase is necessary to offset the Services Provider's increased costs in connection with performing the Services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the Town.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Single Stream Materials covered by this Agreement will be processed by the Service Provider and Residue or Materials with Excessive Contamination may be disposed of at Landfill(s) (the "Initial Landfill(s)"). The Town shall approve the use of the Initial Landfill(s), but such approval shall not be unreasonably withheld, conditioned, or delayed. In the event the Service Provider is unable to use the Initial Landfills) due to reasons out of its control, the Service Provider shall have the right, in its sole discretion, to dispose of the Residue or Materials with Excessive Contamination covered by this Agreement at another Landfill of its choosing. D. Governmental Fees. The parties acknowledge that the rates include all applicable fees, taxes, or similar assessments incurred under federal, state, and local laws, rules, and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. Fuel Cost Adjustment. The Service Provider shall adjust all the rates herein for any calendar year in which the average price of diesel fuel during the preceding calendar year exceeded \$2.75 per gallon (the "Base Price"). This adjustment shall take place on an annual basis. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration / Department of Energy published price for diesel fuel gulf coast region. The following website (or any successor website) will be the source for such information: [http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp). The average price of diesel fuel for each calendar year (each, a "Average Annual Price") shall be the average of the weekly fuel prices published for each week during such year.

The fuel cost adjustment for any calendar year (each, a "Fuel Cost Adjustment") shall be the produce of (i) 6.60% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Average Annual Price and the denominator of which is the Base



Price. In the event the Average Annual Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Average Annual Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all rates herein; provided, however, any Fuel Cost Adjustment shall not decrease the rates below the rates specified in Section 9 hereof. Each Fuel Cost Adjustment shall be effective during the calendar year immediately following the calendar year for which Fuel Cost Adjustment was determined.

#### **SECTION 11. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste, Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial, or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

#### **SECTION 12. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of 5 years, commencing on \_March 1, 2020 and concluding on February 28,2025 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the Town shall have the option, upon Service Provider's consent, which shall not be unreasonably withheld, to extend the Agreement for successive periods of five (5) years, unless the Service Provider provides notice of its intent not to renew this Agreement at least one hundred eighty (180) days prior to the end of the Initial Term (the "Renewal Term," and together with the Initial Term, the "Term").

#### **SECTION 13. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity

succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the Town's consent.

**SECTION 14. ENFORCEMENT.**

The Town shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial, or Residential Multi-Family Units utilizing such Containers. To the maximum extent allowed by applicable law, the Town also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial, and Residential Units for the purposes of rendering the Services contemplated hereby.

**SECTION 15. PROCESSING, BILLING AND FEES.**

A. Monthly Statement. On a monthly basis, the Town agrees to bill and collect the rates and fees charged under Section 9 hereto for all Commercial, Industrial, and Residential Multi-Family Units requested by the Town. (the "Monthly Statement"). Thereafter, the Town will remit to the Service Provider an amount equal to such Monthly Statement. Such remittance shall be made by the Town on or before the 15th day of each month (for the immediately preceding month's service) commencing on April 15, 2020. B. Taxes. In addition to the amounts billed and collected by the Town above under Section 15.A., the Town shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services, unless the Town is tax exempt as evidenced by an exemption certificate provided to Service Provider.

C. Bad Debt: Unpaid Rates/Fees. The Town agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to Town for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial, or Residential Multi-Family Unit.

D. Billing for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Commercial, Industrial, and Residential Multi-Family Units for services performed with respect to Roll-Off Containers.

**SECTION 16. SPILLAGE.**

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Single Stream Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Single Stream Recyclable Materials placed outside of the Containers by any Commercial, Industrial, or Multi-Family Residential Unit. The Service Provider may report the location of such conditions to the Town so that the Town can issue proper notice to the owner or occupant of the Commercial, Industrial, or Multi-Family Residential Unit instructing the owner or occupant to properly contain such Municipal Single Stream Recyclable Materials. Should such excess Municipal Single Stream Recyclable Materials continue to be placed outside of the Containers, the Town shall require such Commercial, Industrial, or Multi-Family Residential Units to increase the frequency of collection of such Municipal Solid Waste or Construction or Demolition Waste, or require the Commercial, Industrial, or Multi-Family Residential Units to utilize a Container with sufficient capacity so the excess Single Stream Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial, or Multi-Family Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the Town's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Single Stream Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Single Stream Recyclable Materials and will notify the Town within twenty-four (24) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial, and Multi-Family

Residential Units of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial, or Multi-Family Residential Units' failure to timely place the Containers, Bulky Items, or Bundles out for collection. Such written notice shall be attached to the Container, Bulky Items, or Bundles out for collection. Such written notice shall be attached to the Container of the uncollected Municipal Single Stream Recyclable Materials , shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Single Stream Recyclable Materials may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the Town is notified by an owner or occupant of a Commercial, Industrial, or Multi-Family Residential Unit that Municipal Single Stream Recyclable Materials has not been removed from such Commercial, Industrial, or Multi-Family Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the Town from the Service Provider, or the Service Provider has failed to collect Municipal Single Stream Recyclable Materials from the Commercial, Industrial, or Multi-Family Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the Town; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the Town, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for such original non-collection or late collection so long as the Service Provider makes such collection within such time.

#### **SECTION 18. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the immediately following Business Day. Collections services will only occur between the hours set forth in this Section 18. To ensure Service Provider's compliance with the hours of service, a fine of not more than \$50 may be imposed by the Town for each violation of this limitation on hours of operation. Service Provider shall be given written notice of violation of this limitation on hours of operation

before the aforementioned administrative penalty may be assessed on subsequent violations. The Service Provider shall not be deemed to be liable for the aforementioned administrative penalty where its inability to perform collection service is the result of conditions of Force Majeure as set forth in this Agreement. Service Provider may also obtain approval for the limitation on hours of operation as needed, and such approval shall not be unreasonably withheld, conditioned, or delayed.

#### **SECTION 19. CUSTOMER SERVICE.**

The Town shall field all inquiries and complaints from Commercial, Industrial, and Multi-Family Residential Units and Municipal Facilities relating to the collectionhauling and processing of Municipal Single Stream Recyclable Materials and. The Service Provider and the Town agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the Town in is obligations under this Section 19, the Service Provider agrees to provide Town Hall with a primary contact and toll free telephone number, as well as Service Request Forms for customer service issues, such as changes in service, container repair requests, and missed collections.

#### **SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and processing of Municipal Single Stream Recyclable Materials including existing and future laws that may be enacted, as well as any regulations reasonably passed by the Town that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the Town's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The Town shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20. Service Provider shall maintain books and financial records in accordance with generally accepted accounting principles. Such books and financial records, together with any documentation necessary for verification of Service Providers compliance with the terms of this Agreement, shall be made available to the Town upon request. The Town shall have the authority to audit, examine, and make excerpts or transcripts from said books and records. Notwithstanding the foregoing or anything else herein to the contrary, the Town shall provide to Service Provider not less than five (5) business days' written notice before any such audit, and

any such audit shall be at the Town's sole cost and expense. The parties expressly agree that the foregoing shall create no right in favor of the Town to examine Service Provider's confidential, proprietary, or privileged information, as determined in the sole and absolute discretion of Service Provider.

**SECTION 21. VEHICLES AND EQUIPMENT.**

Vehicles used by the Service Provider for the collection, hauling and processing of Municipal Single Stream Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Single Stream Materials onto the Town's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

**SECTION 22. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the Town's public and private property, including streets and parking areas, will be protected and preserved. Notwithstanding the foregoing, the Town warrants that the Town's pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider's negligence or willful misconduct.

**SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

**SECTION 24. INSURANCE COVERAGE.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker’s Compensation	Statutory
(2) Employer’s Liability	\$500,000
(3) Bodily Injury (except automobile)	\$500,000 per occurrence; \$1,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$500,000 per occurrence; \$500,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$500,000 per person; \$1,000,000 per occurrence
(6) Automobile Property Damage Liability	\$500,000 per occurrence
(7) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider’s parent corporation. The form and limits of insurance shall be in compliance with this Section 24, and shall name the Town as an additional insured. It shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. Upon the Town’s request, the Service Provider shall furnish the Town with a certificate of insurance verifying the insurance coverage required by this Section 24.

**SECTION 25. INDEMNITY.**

The Service Provider agrees to indemnify and hold harmless the Town and its agents, directors, employees, officers and servants (collectively, the “Indemnified Parties”), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, the “Claims”) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the negligence or willful misconduct of any Indemnified Party, (ii) the Town’s breach of any of the terms, conditions, representations, or warranties contained in

this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

**SECTION 26. RESERVED.**

**SECTION 27. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 28. TERMINATION.**

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void. Independent of termination for material breach of cause, this Agreement may be terminated in its entirety by the Town by giving ninety (90) days' written notice to the Service Provider. The Town retains this termination option without liability for default. If the Service Provider terminates this Agreement or any portion thereof, the Service Provider must notify the Town in writing not less than ninety (90) days prior to termination. Service Provider's termination, in absence of default by the Town, shall subject Service Provider's performance bond to Town's right to call or draw, according to the terms of this Agreement. . In the event of termination by the Town for any reason, the Service Provider shall be paid in full for all services performed up to the termination date, subject to offsets of adjustments, if any, as may be necessary to continue customer services.

**SECTION 29. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire,



flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 30. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Florida, without giving effect to the conflict of laws rules thereof.

**SECTION 31. WAIVER.** Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

**SECTION 32. ATTORNEYS' FEES.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

**SECTION 33. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the Town:

Town of Surfside, Florida

\_\_\_\_\_

Attn: \_\_\_\_\_

If to the Service Provider:

Waste Connections of Florida, Inc.

3840 NW 37<sup>th</sup> Court

Miami Florida

Attn: Bret Boccabella

With a Copy to:

Waste Connections US, Inc.

3 Waterway Square Place, Suite 110

The Woodlands, Texas 77380

Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

*(Remainder of page intentionally left blank.)*

PASSED AND APPROVED BY THE TOWN OF SURFSIDE COMMISSION MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF FLORIDA AND ALL OTHER APPLICABLE LAWS THIS \_\_\_ DAY OF \_\_\_\_\_, 2019.

SERVICE PROVIDER:

TOWN:

WASTE CONNECTIONS OF FLORIDA, INC.

TOWN OF SURFSIDE, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

Rates for Services

Roll-out Cart-96 Gallon 1XW	\$ 27.95 per month/per container
Dumpster – 2 yard 1XW	\$119.08 per month/per container
Dumpster – 4 yard 1XW	\$238.15 per month/per container
Fuel Surcharge	Approximately 14% or total charges

These rates are for the initial term and are subject to Rate Adjustment and Fuel Charges as defined in Section 10 of this agreement.



# MEMORANDUM

ITEM NO. 5D

**To:** Honorable Mayor, Vice-Mayor, and Members of the Town Commission  
**From:** Jason Greene, Interim Town Manager  
**Date:** August 11, 2020  
**Subject:** Design Services for the Reconstruction of 96<sup>th</sup> Street Park

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On May 20, 2019 the Parks and Recreation Committee reviewed a selected design firm's proposal and qualifications. It was noted during the meeting that having a preapproved firm would help expedite the design concept phase of the park. The committee felt at this time the best possible way to proceed would be to request the town to go back out for a new RFQ to include one for design and one for construction of 96<sup>th</sup> street park. The committee felt that a new RFQ would provide the best possible current firms available. The motion was made to request a new RFQ as stated and the motion was approved 4-0 by the committee.

The Parks and Recreation Committee recommendation along with other options to move forward with the selection of a design firm for the reconstruction of the 96<sup>th</sup> street park facility was presented to the Town Commission during the June 11, 2019 Commission Meeting.

The Town Commission's direction during this meeting was for staff to move forward with the Parks and Recreation Committee's recommendation to draft a new RFQ for Design Services for the design concept for a rebuilt facility.

Due to the technical and complex details involved in the design process of a new facility, staff reached out for professional services to provide the professional guidance necessary to communicate to as well as inform prospective design teams of all the project requirements and essential elements to make certain that all bids are responsive and inclusive. The scope also provided professional guidance to prepare the RFQ document and review the bid responses. Calvin, Giordano & Associates Inc. was retained for these professional services. CGA Work Authorization No. 128 Surfside Reconstruction of 96<sup>th</sup> Street Park approved 11/12/19 Commission to provide RFQ Consulting Services.

RFQ No. 2020-02 advertised January 31, 2020

RFQ Submission Deadline/Bid Opening date: March 20, 2020

Mandatory Pre-Proposal Meeting February 13, 2020 10:00am Commission Chambers

Addendums issued:

1. March 2, 2020 Answered 23 questions
2. March 17, 2020 postponed Submission Deadline/Bid Opening to April 30, 2020
3. April 17, 2020 postponed Submission Deadline/Bid Opening to May 28, 2020

RFQ Bid Opening May 28, 2020. Responders:

- MC Harry & Associates Inc.
- Synalowski Romanik Saye LLC
- Savino & Miller Design Studio
- Groundswell Design Group
- The Beta Jones Group Inc.

Evaluation Committee Meeting June 11, 2020 2:30pm Town Hall Conference Room

- Groundswell Design Group – deemed non-responsive due to not attending Mandatory Pre-Proposal Meeting
- Selection Committee ranked three (3) firms by vote for oral presentation to Committee:
  - Synalowski Romanik Saye LLC
  - Savino & Miller Design Studio
  - The Beta Jones Group Inc

Evaluation Committee Meeting July 23, 2020 Virtual ZOOM Meeting for oral presentations:

1. 10:00am: The Beta Jones Group Inc.
2. 10:45am: Savino & Miller Design Studio
3. 11:30am: Synalowski Romanik Saye LLC

Evaluation Committee Meeting July 23, 2020 Virtual ZOOM Meeting for oral presentations rankings

1. Committee met immediately following oral presentations via ZOOM
2. Rankings by Committee vote:
  - #1 Savino & Miller Design Studio
  - #2 Synalowski Romanik Saye LLC
  - #3 The Beta Jones Group Inc

The evaluation committee scored Savino & Miller Design Studio the highest and they were deemed most qualified. Savino & Miller Design Studio will work with the Commission and the Parks & Recreation Committee to ensure the park is designed in accordance with Town concepts, requirements and budgets. The Park Project design team is capable and experienced in the delivery of project designs that are both permissible and constructible.

Town Administration is requesting authorization to enter into contract negotiations with Savino & Miller Design Studio for design and post-design services for the Surfside 96<sup>th</sup> Street Park Project.

Reviewed by JG/TM

Prepared by TM

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, SAVINO & MILLER DESIGN STUDIO, PURSUANT TO RFQ NO. 2020-02 SEEKING DESIGN SERVICES FOR RECONSTRUCTION OF 96<sup>TH</sup> STREET PARK; AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on January 31, 2020, the Town of Surfside (“Town”) issued and advertised Request for Qualifications (RFQ) No.2020-02 seeking design or architectural services for the reconstruction of 96<sup>th</sup> Street Park (“Services”); and

**WHEREAS**, proposals received from qualified firms in response to RFQ No. 2020-02 were evaluated and ranked, and three firms ranked as responsive and qualified, with Savino & Miller Design Studio. as the highest-ranked firm; and

**WHEREAS**, the Town Commission desires to authorize the Town Mayor and Town administration to negotiate a professional services agreement with the highest-ranked firm, Savino & Miller Design Studio, and, if necessary, authorize negotiations with the subsequently ranked qualified firms for award of a professional services agreement for the Services; and

**WHEREAS**, the Town Commission finds that it is in the best interests of the Town to proceed as indicated in this Resolution and authorize negotiations with the qualified firms in order to enter into a professional services agreement for the Services.

**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. Negotiations Authorized with Qualified and Ranked Firms Pursuant to RFQ 2020-02.** The Town Mayor and Town administration are hereby authorized to negotiate a professional services agreement with the highest-ranked firm, Savino & Miller Design Studio, and, if necessary, authorize negotiations with the subsequently ranked qualified firms for award of a professional services agreement for the Services.

**Section 3. Implementation.** The Town Mayor and Town administration are hereby authorized to take any further action as necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 11<sup>TH</sup> day of August, 2020.

\_\_\_\_\_  
CHARLES W. BURKETT, MAYOR

**SUMMARY OF VOTE**

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

ATTEST:

\_\_\_\_\_  
SANDRA MCCREADY, MMC, TOWN CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
TOWN ATTORNEY

Resolution \_\_\_\_  
Page 2





# MEMORANDUM

ITEM NO. 9B

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jason D Greene, Interim Town Manager  
**Date:** August 11, 2020  
**Subject:** Topper Selection for 4 x 4 Posts on Hardpack and Walking Path

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The Public Works Department is 70% complete with the changing of 4x4 posts and rope along the hardpack and walking path on the east boundary of the Town of Surfside. Per the commission meeting held on July 28, 2020, direction was given to the Town Administration to finalize the remaining 30% of the 4x4 posts and rope replacement project and to include in the scope of work the addition of toppers to the 4x4 posts in order to prolong replacement cycle.

A total of 4 topper options were reviewed. **Table A – “Topper Option Costs”** below shows the total additional cost for each option:

Option	Total Quantity (each)	Unit Price	Total Cost
1	1800	\$9.98	\$17,964.00
2		\$9.77	\$17,586.00
3		\$2.47	\$4,446.00
4		\$3.98	\$7,164.00

**Table A – “Topper Option Costs”**

A picture of each option can be found in **Exhibit A – “Topper Option”**. The Town Administration is requesting for the Town Commission to provide direction on which topper to proceed with. The 4x4 post and rope replacement project is budgeted and there are enough funds in the project budget to cover any of the four options.

Reviewed by: JG

Prepared by: HG



**OPTION 1**

**COPPER AND WOOD HYBRID**  
*\$9.98 each (1800 total posts)*



**OPTION 2**

**WOOD WITH MILLWORK TRIM**  
*\$9.77 each (1800 total posts)*

LAST  
 REVISION  
 08/03/2020

DESCRIPTION:  
 Topper Option 1 and Topper Option 2



TOWN OF SURFSIDE

TOWN OF SURFSIDE  
 4x4 Topper Options

SCALE:

SHEET  
 1 of 2



**OPTION 3**  
**PLASTIC**  
 \$2.47 each (1800 total posts)



**OPTION 4**  
**COPPER HEAD**  
 \$3.98 each (1800 total posts)

LAST  
 REVISION  
 08/04/2020

DESCRIPTION:  
 Topper Option 3 and Topper Option 4



TOWN OF SURFSIDE

TOWN OF SURFSIDE  
 4x4 Topper Options

SCALE:

SHEET  
 2 of 2



# MEMORANDUM

ITEM NO. 9C

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jason Greene, Interim Town Manager  
**Date:** August 11, 2020  
**Subject:** Building Department Document Scanning

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On March 18, 2018, the Town Commission approved a contract with Blue Digital Corporation to scan all existing building plans and building department documents. It was determined that the Town of Surfside building files and plans were still of significant historic value to each property given the level of interest in the properties and the Town could lower costs by no longer having to lease offsite storage. All new building and substantial construction plans are required to be submitted electronically. Smaller scale projects plans may be provided electronically.

Scanning all existing building plans and building department documents and publishing to the Town website would create convenient public records access to end users including residents, property professionals, design professionals and government agencies. The continued use of departmental resources on public records requests and the handling of increasingly perishable plans would be eliminated. A gain in CRS points for open access of electronic documents and ease of public use would increase departmental efficiency and productivity. The Town currently pays approximately \$30,000 per year in offsite storage costs for these documents which would be eliminated when the project is completed.

Document files are prepared by staff and the selected vendor collects said documents and scans them onto digital media. The scanned documents in PDF format are returned to the Town on CD. Staff then saves all files follow an electronic document management naming convention of Property Folio and Property Address. All subfolders contain permits and plans for said property.

Reviewed by: JG

Prepared by: AG

**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 follows<sup>1</sup>:

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

<sup>1</sup>Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double-strikethrough~~.

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<sup>ordinance</sup>,  
32 questions of order, the methods of organization and the conduct of business of the town  
33 commission and town boards and committees and to the extent there is no conflict, the town  
34 commission, and town boards and committees shall be governed by Robert's Rules of Order  
35 ~~Mason's Manual of Legislative Procedure (2010 Edition)~~. Once enacted, and except as already  
36 amended by the provisions contained herein, these rules may be amended by ~~two-thirds~~ majority  
37 vote of the entire town commission.

38 Sec. 2-202. - Officers.

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

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

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

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

62 Sec. 2-203. - Meetings.

63 *Rule 4.01 Regular Meetings.*

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

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

86 *Rule 4.02 Special meetings; emergency meetings.*

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

231

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

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

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

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

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

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

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

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

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

267 Rule 6.06 Agenda.

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

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

271 ~~(a1)~~ order of business

272 a. call to order,

273 b. roll call of members,

274 c. pledge of allegiance,

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

276 e. special presentations,

277 (b) public comment on agenda items

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

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

281 ~~(d4)~~ ordinances,

282 ~~(e5)~~ resolutions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

372 Sec. 2-206. - Public participation.

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

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

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

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

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

393 *Rule 7.03 Registration of speakers.*

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

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

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

405 (a) Name;

406 (b) Address;

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

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

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

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

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

434 *Rule 8.01 Rules of debate.*

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

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

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

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

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



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

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

467 (g) *Method of voting.* After the debate is closed, and/or the motion is restated if necessary, the  
468 presiding officer shall call for a vote on the motion. Voting shall be by roll call or voice vote,  
469 or paper ballot (at the decision of the majority of the commission in certain circumstances)  
470 depending on whether the ballot is on an ordinance or resolution or motion. Ordinances require  
471 a roll call vote by calling the names of the members of the town commission in rotating order,  
472 provided that the ~~V~~ice-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



## 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

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

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

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

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

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

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

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** April 14, 2020  
**Subject:** Design Review Board

---

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

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

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

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

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

ORDINANCE NO. 18 - 1689

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

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

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

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

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

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

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

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

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

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

**Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside, Chapter 90 “Zoning,” is hereby amended as follows<sup>1</sup>:

\* \* \*

#### 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.

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<sup>1</sup> 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 12<sup>th</sup> day of September, 2018.

On Final Reading Moved by: Vice Mayor Gielchinsky

On Final Reading Second by: Commissioner Cohen

**FINAL VOTE ON ADOPTION**

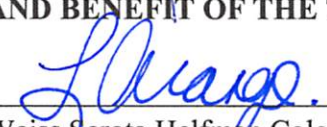
Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>NO</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

  
\_\_\_\_\_  
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. 9S

**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

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

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

Reviewed by: LA

Prepared by: JDG



Town of Surfside, Florida

# My Vendor History Report

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

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

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213906	LEGAL FEES FEBRUARY 2019	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	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	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	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	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	LEGAL FEES FOR FEB. 2019 /PERIOD 3/1/19-3/4/16/2019	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	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	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	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	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	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	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	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	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	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	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	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	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	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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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	0.00	0.00	0.00	7,014.47	7,014.47
	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00				PROFESSIONAL SERVICES		5,948.00					
	LEGAL FEES APRIL 1-30, 2	0.00	0.00	1,066.47				PROFESSIONAL SERVICES		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	50.00	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	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
217144	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
217145	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
217146	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
217147	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
217149	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
218462	LEGAL FEES FOR JUNE 2019	0.00	0.00	575.00	6/19/2019	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	575.00	0.00	0.00	0.00	575.00	575.00
218463	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
218464	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
218465	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
218466	LEGAL FEES FOR JUNE 2019	0.00	0.00	29,612.50	6/19/2019	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
218467	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
218468	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
218469	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
	LEGAL FEES FOR JUNE 2019	0.00	0.00	840.00	6/30/2019	Y 111192		PROFESSIONAL SERVICES	9/6/2019	840.00	0.00	0.00	0.00	840.00	840.00

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219594	LEGAL FEES FOR JUNE 2019	0.00	0.00	840.00	8/29/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	9/19/2019	1,057.90	840.00	0.00	0.00	1,057.90	1,057.90
219595	GENERAL LABOR 07/2019	0.00	0.00	1,057.90	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	1,057.90	0.00	0.00	0.00	1,057.90	1,057.90
219596	POLICE MATTERS 07/2019	0.00	0.00	129.00	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	129.00	0.00	0.00	0.00	129.00	129.00
219597	MONTHLY RETAINER 7/2019	0.00	0.00	29,634.00	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	29,634.00	0.00	0.00	0.00	29,634.00	29,634.00
219598	LAND USE RECOVER - EDEN	0.00	0.00	450.00	8/29/2019	001-220-90-10	Y 111309	COST RECOVERY	9/19/2019	450.00	0.00	0.00	0.00	450.00	450.00
219599	LEGAL FEE FOR JULY 2019 PERIOD 7/1/2019-8/29/2019	0.00	0.00	4,266.50	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	4,266.50	0.00	0.00	0.00	4,266.50	4,266.50
219600	SUSTAINABILITY & RESILIENCY COMMITTEE 7/2019	0.00	0.00	537.50	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	537.50	0.00	0.00	0.00	537.50	537.50
219601	SURF CLUB 7/2019	0.00	0.00	200.00	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	200.00	0.00	0.00	0.00	200.00	200.00
219879	POLICE MATTERS 7/2019	0.00	0.00	3,436.00	9/12/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	3,436.00	0.00	0.00	0.00	3,436.00	3,436.00
220398	PROFESSIONAL SERVICES RENDERED AUG-19 9/17/2019	0.00	0.00	2,986.20	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	2,986.20	0.00	0.00	0.00	2,986.20	2,986.20
220399	POLICE MATTERS AUG-19	0.00	0.00	228.60	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	228.60	0.00	0.00	0.00	228.60	228.60
220400	PROFESSIONAL SERVICES FOR CODE ENFORC/9/17/2019	0.00	0.00	1,182.50	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	1,182.50	0.00	0.00	0.00	1,182.50	1,182.50
220401	MONTHLY RETAINER FOR LEGAL SERVICES AL 9/17/2019	0.00	0.00	29,770.12	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	29,770.12	0.00	0.00	0.00	29,770.12	29,770.12
220402	LAND USE COST REC. YOUNG ISRAEL-ADA RAM 9/30/2019	0.00	0.00	3,700.00	9/30/2019	001-220-90-10	Y 111432	COST RECOVERY	9/30/2019	3,700.00	0.00	0.00	0.00	3,700.00	3,700.00
220403	LAND USE COST RECOVER. KRIEG, DAVID & BELLA 9/17/2019	0.00	0.00	930.00	9/17/2019	001-220-90-10	Y 111432	COST RECOVERY	9/30/2019	930.00	0.00	0.00	0.00	930.00	930.00
220404	LAND USE COST RECOVER. EDEN SURFSIDE AUG 9/17/2019	0.00	0.00	250.00	9/17/2019	001-220-90-10	Y 111432	COST RECOVERY	9/30/2019	250.00	0.00	0.00	0.00	250.00	250.00
220405	SPECIAL PROJECTS	0.00	0.00	450.00	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	450.00	0.00	0.00	0.00	450.00	450.00
220406	LITIGATION	0.00	0.00	3,276.00	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	3,276.00	0.00	0.00	0.00	3,276.00	3,276.00
220407	SOLIMAR COND-CHALLENGE UTI. FEES LITIG 9/17/2019	0.00	0.00	5,640.00	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	5,640.00	0.00	0.00	0.00	5,640.00	5,640.00

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220408	PREPARATION OF RESPONSE TO AUDIT LETTE	0.00	250.00	250.00	9/30/2019	001-1500-514-31-10	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	2,043.50	2,043.50	9/30/2019	001-1500-514-31-10	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	4,601.25	4,601.25	9/30/2019	001-1500-514-31-10	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	29,676.58	29,676.58	9/30/2019	001-1500-514-31-10	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	430.00	430.00	9/30/2019	001-220-90-10	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	1,000.00	1,000.00	9/30/2019	001-220-90-10	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	939.50	939.50	9/30/2019	001-1500-514-31-10	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	150.00	150.00	9/30/2019	001-1500-514-31-10	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	3,086.50	3,086.50	12/5/2019	001-1500-514-31-10	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	135.95	135.95	12/5/2019	001-1500-514-31-10	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	29,702.95	29,702.95	12/5/2019	001-1500-514-31-10	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	1,525.00	1,525.00	12/5/2019	001-220-90-10	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	850.00	850.00	12/5/2019	001-220-90-10	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	675.00	675.00	12/5/2019	001-220-90-10	112127	COST RECOVERY	12/18/2019	675.00	0.00	0.00	0.00	675.00	675.00
222961	OCT-19 LAND USE COST RECOV. 8995 COLLIN	0.00	450.00	450.00	12/13/2019	001-220-90-10	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	2,529.50	2,529.50	12/5/2019	001-1500-514-31-10	112127	PROFESSIONAL SERVICES	12/18/2019	2,529.50	0.00	0.00	0.00	2,529.50	2,529.50
222963	OCT-19 SPECIAL LITIGATION SOLIMAR CONDO	0.00	7,650.50	7,650.50	12/5/2019	001-1500-514-31-10	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	1,604.00	1,604.00	12/12/2019	001-1500-514-31-10	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	1,934.50	1,934.50	12/12/2019	001-1500-514-31-10	112198	PROFESSIONAL SERVICES	12/23/2019	1,934.50	0.00	0.00	0.00	1,934.50	1,934.50

My Vendor History Report

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

Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
NOV-19 POLICE MATTERS		0.00	0.00	1,934.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	1,934.50	0.00	0.00	0.00	29,612.50	29,612.50
223552	NOV-19 MONTHLY RETAINER	0.00	0.00	29,612.50	12/12/2019	001-1500-514-31-10	Y 112198	PROFESSIONAL SERVICES	12/23/2019	29,612.50	0.00	0.00	0.00	29,612.50	29,612.50
223553	NOV-19 PROFFESIONAL SERVICES	0.00	0.00	725.00	12/12/2019	001-1500-514-31-10	Y 112198	PROFESSIONAL SERVICES	12/23/2019	725.00	0.00	0.00	0.00	725.00	725.00
223554	DEC-19 SPECIAL LITIGATION SOLIMAR UTILIT	0.00	0.00	1,042.50	12/12/2019	001-1500-514-31-10	Y 112198	PROFESSIONAL SERVICES	12/23/2019	1,042.50	0.00	0.00	0.00	1,042.50	1,042.50
DEC-19 SPECIAL LITIGATIC		0.00	0.00	1,042.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	1,042.50	0.00	0.00	0.00	1,042.50	1,042.50
INV213906	LEGAL FEES FEBRUARY 2019	0.00	0.00	50.00	3/18/2019	001-1500-514-31-10	Y 109833	PROFESSIONAL SERVICES	4/8/2019	50.00	0.00	0.00	0.00	50.00	50.00
LEGAL FEES FEBRUARY 2C		0.00	0.00	50.00	3/18/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	4/8/2019	50.00	0.00	0.00	0.00	50.00	50.00
<b>Vendors: (1) Total 01 - Vendor Set 01:</b>										<b>485,923.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>485,923.86</b>	<b>485,923.86</b>
<b>Vendors: (1) Report Total:</b>										<b>485,923.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>485,923.86</b>	<b>485,923.86</b>



## 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

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%
<b>Combined Effect</b>	<b>\$ 905 0.0%</b>	<b>\$ 62,426 2.0%</b>

**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.

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

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

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

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

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

Ms. Mayte D. Gamiotea  
September 6, 2016  
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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  
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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,



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:

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**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:**

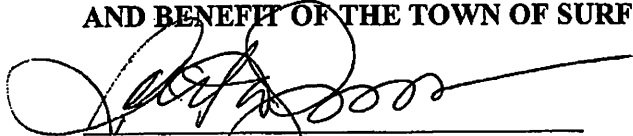
Commissioner Daniel Gielchinsky \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Tina Paul \_\_\_\_\_  
Vice Mayor Barry Cohen \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

\_\_\_\_\_  
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.

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Chairman, Retirement Committee

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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>
<b>D. Statement of Accumulated Plan Benefits</b>		
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
<b>E. <u>Pension Cost</u></b>		
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%
<b>F. <u>Disclosure of Following Items:</u></b>		
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
	<b>TOTAL</b>	<b>\$ 1,119,828</b>	<b>\$ 87,858</b>	

\* 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:**

<b>Period of Service</b>	<b>Benefit Accrual Rate per Year of Service Based on Employee Contribution Rate of</b>			
	<b>5%</b>	<b>6%</b>	<b>7%</b>	<b>8%</b>
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% <sup>1</sup>
10/1/2006 - 9/30/2016	2.0%	2.5%	N/A	3.5% <sup>1</sup>
10/1/2016 forward	N/A	N/A	2.65% <sup>2</sup>	2.8% <sup>2</sup> / 3.0% <sup>3</sup> / 3.5% <sup>1</sup>

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.

<sup>1</sup> For Police Officers only.

<sup>2</sup> For General Employees only.

<sup>3</sup> 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:

<b>Period of Service</b>	<b>Benefit Accrual Rate per Year of Service Based on Employee Contribution Rate of</b>			
	<b>5%</b>	<b>6%</b>	<b>7%</b>	<b>8%</b>
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.

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 13<sup>th</sup> 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  
Commissioner Michael Karukin  
Commissioner Tina Paul  
Vice Mayor Barry Cohen  
Mayor Daniel Dietch

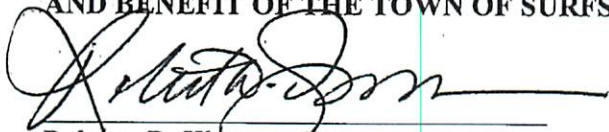
yes  
yes  
yes  
yes  
yes

  
\_\_\_\_\_  
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:**

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

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.

- 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.

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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  
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,

*Michelle Jones*

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Shelly L. Jones, A.S.A., E.A., M.A.A.A, F.C.A.  
Consultant and Actuary

*Nicolas Lahaye*

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Nicolas Lahaye, F.S.A., E.A., M.A.A.A, F.C.A.  
Consultant and Actuary

Enclosures



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CODE OF THE TOWN OF SURFSIDE REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-176(a) OF THE TOWN CODE TO LOWER RETIREMENT AGES FOR NON-PUBLIC SAFETY EMPLOYEES CONSISTENT WITH MAXIMUM BENEFIT LIMITATIONS; AMENDING SECTION 2-176(c) OF THE TOWN CODE TO INCREASE THE MAXIMUM BENEFIT LIMITATION FROM 68% TO 80% FOR GENERAL EMPLOYEES; AMENDING SECTION 2-192 OF THE TOWN CODE TO INCREASE THE COST OF LIVING ADJUSTMENT FROM 1.5% TO 2% PER YEAR FOR NON-PUBLIC SAFETY EMPLOYEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Trustees of the Retirement Plan, after a review of benefits in surrounding cities, has recommended enhancing pension benefits to align retirement ages with the Retirement Plan’s maximum benefit limitation (hereinafter the “benefit cap”);

**WHEREAS**, general employees currently contribute 8% of pensionable earnings;

**WHEREAS**, the maximum benefit cap for general employees is currently 68% for general employees and 80% for management employees;

**WHEREAS**, approximately 63% of general employees reach the maximum benefit cap of 68% before they are eligible to retire;

**WHEREAS**, notwithstanding the pension cost, there are anticipated to be savings from a recruitment standpoint, by reducing turnover and making the Retirement Plan more competitive with surrounding cities;

**WHEREAS**, the Commission of the Town of Surfside believes that the adoption of this amendment is in the best interests of the citizens and taxpayers of the Town;

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of

Surfside:

**Section 1.** SECTION 2-176(a), Service Retirement Allowance, is hereby amended and to be read as follows:

**Sec. 2-176. Service Retirement Allowance.**

- (a) Normal retirement date. Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective ~~October 1, 1984~~ January 1, 2020, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

\*\*\*

- (2) For members who are not sworn law enforcement officers, the earliest of:
- a. ~~The attainment of age 62 and the completion of 15 years of creditable service; or~~
  - b. ~~The attainment of age 65 and the completion of ten years of creditable service.~~
  - a. The attainment of age fifty (50) and completion of twenty (20) years of service;
  - b. The attainment of age fifty-two (52) and completion of fifteen (15) years of service; or
  - c. The attainment of age fifty-five (55) and completion of ten (10) years of service.

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

**Sec. 2-176. Service Retirement Allowance.**

- (c) Computation of annuity:
- (1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to 1 2/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to 1 2/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered

after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or senior management employees, effective October 1, 2016:

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

compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;

- (ii) For the member who contributes at the rate of seven percent (7%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent (2.65%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and
- (iii) In no event shall the total annuity as computed above for any member exceed ~~sixty-eight~~ eighty percent (~~68%~~ 80%) of monthly average final compensation, effective January 1, 2020.

**Section 3.** SECTION 2-192, Cost-of-living adjustment for retired members and their beneficiaries, is hereby amended and to be read as follows:

**Sec. 2-192. - Cost-of-living adjustment for retired members and their beneficiaries.**

- (a) The purpose of this section is to provide a cost-of-living adjustment to the benefits payable to retired members on or after January 1, 2004 and their beneficiaries.
- (b) Commencing on the first day of January, 2004 and on the first day of each January thereafter, the benefit of each retired member or beneficiary shall be adjusted as follows:
  - (1) The amount of the monthly benefit payable for the 12-month period commencing on the first adjustment date shall be the amount of the monthly benefit plus one and one-half percent. The amount of the monthly benefit payable for subsequent twelve-month periods shall be the amount of the monthly benefit being received on January 1 immediately preceding the adjustment date plus an amount equal to one and one-half percent of said benefit. Effective January 1, 2020, the cost of living benefit shall be two percent (2%) for all members who retire on or after January 1, 2020.

**Section 4.** All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

**Section 5.** Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.



Commissioner Barry Cohen	yes___	no___
Commissioner Michael Karukin	yes___	no___
Commissioner Tina Paul	yes___	no___

Actuarial Impact Statement as of October 1, 2018

A. Description of Proposed Amendment

Normal Retirement Eligibility

For General Employees, Communication Operators and Senior Management Employees, the earliest of

- (1) Age 50 with 20 years of Creditable Service;
- (2) Age 52 with 15 years of Creditable Service; or
- (3) Age 55 with 10 years of Creditable Service.

Normal Retirement Benefit

Maximum benefit is 80% of AFC for General Employees and Communication Operators.

Cost of Living Increase

For General and Senior Management retirees, disableds, beneficiaries and vested terminated members who retire on or after January 1, 2020, a 2.0% automatic annual cost of living increase is provided.

- B. An estimate of the cost implementing this amendment is attached.
- C. In my opinion, the proposed changes are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.

\_\_\_\_\_  
Chairman, Pension Board

\_\_\_\_\_  
Date

Actuarial Impact Statement as of October 1, 2018

General Employees / Senior Management Employees

	<u>Valuation</u> <u>10/01/2018</u>	<u>Actuarial Impact</u> <u>Statement</u> <u>10/01/2018</u>
<b>A. <u>Participant Data</u></b>		
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>B. <u>Assets</u></b>		
1. Smoothed actuarial value	\$ 8,784,384	\$ 8,784,384
2. Market value	\$ 8,890,663	\$ 8,890,663
<b>C. <u>Liabilities</u></b>		
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	<u>\$ 8,231,644</u>	<u>\$ 10,169,815</u>
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)	<u>\$ 4,291,037</u>	<u>\$ 4,291,037</u>
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>
<b>D. <u>Statement of Accumulated Plan Benefits</u></b>		
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
<b>E. <u>Pension Cost</u></b>		
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%
<b>F. <u>Disclosure of Following Items:</u></b>		
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
	<b>Total</b>	<b>\$ 2,703,229</b>	<b>\$ 213,270</b>	

\* 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% <sup>1</sup>
10/1/2006 - 9/30/2016	2.0%	2.5%	N/A	3.5% <sup>1</sup>
10/1/2016 forward	N/A	N/A	2.65% <sup>2</sup>	2.8% <sup>2</sup> / 3.0% <sup>3</sup> / 3.5% <sup>1</sup>

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.

<sup>1</sup> For Police Officers only.

<sup>2</sup> For General Employees only.

<sup>3</sup> 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

<b>Benefit CAP</b>	% 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%
<b>RETIREMENT BENEFIT</b>	<b>SURFSIDE</b>	<b>BAL HARBOUR</b>	<b>BAY HARBOR</b>	<b>MIAMI BEACH</b>	<b>Pension Board Proposal</b>
<b>Current Multiplier</b>	2.8 % general employees, and 3% senior management	3%	2.75%	3%	
<b>Vesting Schedule</b>	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%		
<b>COLA</b>	1.50%	2.50%		2.5 % Tier A and Tier B; 1.5% Tier C	2%

Retirement Benefit Comparison for General Employees  
October 2019

<b>Member Contribution</b>	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 contributions 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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**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.

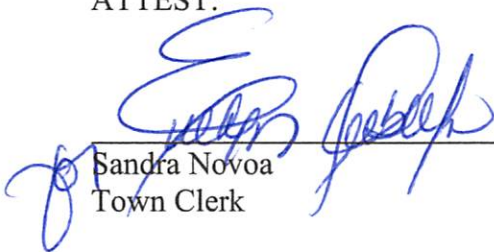
**Section 7.** This ordinance shall become effective upon final passage.

**PASSED AND ADOPTED ON FIRST READING,** this 10<sup>th</sup> day of December, 2019 with a 5-0 vote.

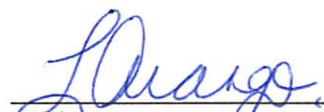
**PASSED AND ADOPTED ON SECOND READING,** this 14<sup>th</sup> day of January, 2020 with a 5-0 vote.

  
\_\_\_\_\_  
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

**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%.



Writer's email: [adam@robertdklausner.com](mailto:adam@robertdklausner.com)

Via email: [abraham.issa@ubs.com](mailto:abraham.issa@ubs.com)

Abraham Issa, Chairman  
Surfside Employees Retirement Plan  
c/o Plan Administrator

Mr. Chairman,

This is in response to your request for a legal opinion as to whether the payment of pension benefits is a ministerial duty required as a matter of law. That question is answered in the affirmative. The Board's fiduciary duty to pay benefits when a member has achieved retirement eligibility arises under both state statute and common law.

For nearly a century, courts have held that pension rights in a governmental retirement system are not a mere gratuity. *See Stringer v. Lee*, 2 So. 2d 127 (Fla. 1941). In other words, the rights of governmental employees to timely payment of their pensions is a constitutionally protected contractual right. Once vested in the retirement system by achieving eligibility for retirement as defined in the Plan, benefits cannot be diminished or impaired.

For the reasons described below, were the Board to refuse to comply with the payment obligations set forth in the Plan, retirees would have the right to bring suit for "mandamus" which is a mandatory injunction to compel the Board to abide by its "ministerial" duties.

Article I, Section 10, of the Florida Constitution - and Article I, Section 10 of the United States Constitution - prohibit laws impairing the obligation of contract. In 1933, the Florida Supreme Court concluded the such constitutional protections extend to pension contracts created

7080 NORTHWEST 4<sup>TH</sup> STREET, PLANTATION, FLORIDA 33317  
PHONE: (954) 916-1202 – FAX: (954) 916-1232  
[www.klausnerkaufman.com](http://www.klausnerkaufman.com)

by state and municipal pension statutes and ordinances alike. *See Anders v. Nicholson*, 150 So. 639 (Fla. 1933).

In *State ex rel. Stringer v. Lee*, 2 So. 2d 127 (Fla. 1941) the Florida Supreme Court recognized that “retirement pay is a part of the compensation for services rendered during active employment.” According to the *Stringer* court, once fully vested, a governmental pension establishes a contractual relation which may not be affected or adversely altered by subsequent enactments. In 1956, the Court reasoned that public pensions “raise the standard of government personnel and make government service a career rather than a passing interlude.” *See Greene v. Gray*, 87 So. 2d 504 (Fla. 1956)(holding that public pension are required to be permissively construed).

The law is also clear that the payment of monthly pension benefits is a ministerial duty. *See Scott v. Williams*, 107 So.3d 379 (Fla. 2013); *City of Jacksonville Beach v. O’Donald*, 151 So.2d 430 (Fla. 1963); *O’Connell v. Dept. of Administration*, 557 So. 2d 609 (Fla. 3d DCA 1990). A ministerial duty arises where “there is no room for the exercise of discretion, and the performance being requested is directed by law.” *Board of County Commissioners v. Lori Parrish*, 154 So. 3d 412 (Fla. 4<sup>th</sup> DCA 2014).

Feel free to advise if you want to discuss any of the legal authorities cited, copies of which will be provided upon request.

Very truly yours,

/s/ Robert D. Klausner  
Robert D. Klausner

/s/ Adam P. Levinson  
Adam P. Levinson

RD/APL/yv

cc: Mayte Gamiotea, Administrator





# MEMORANDUM

ITEM NO. y
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**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 23, 2020  
**Subject:** Increase Lighting Plan

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At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide a plan for the increase of residential street lighting.

Please find attached requested report being provided with this communication.

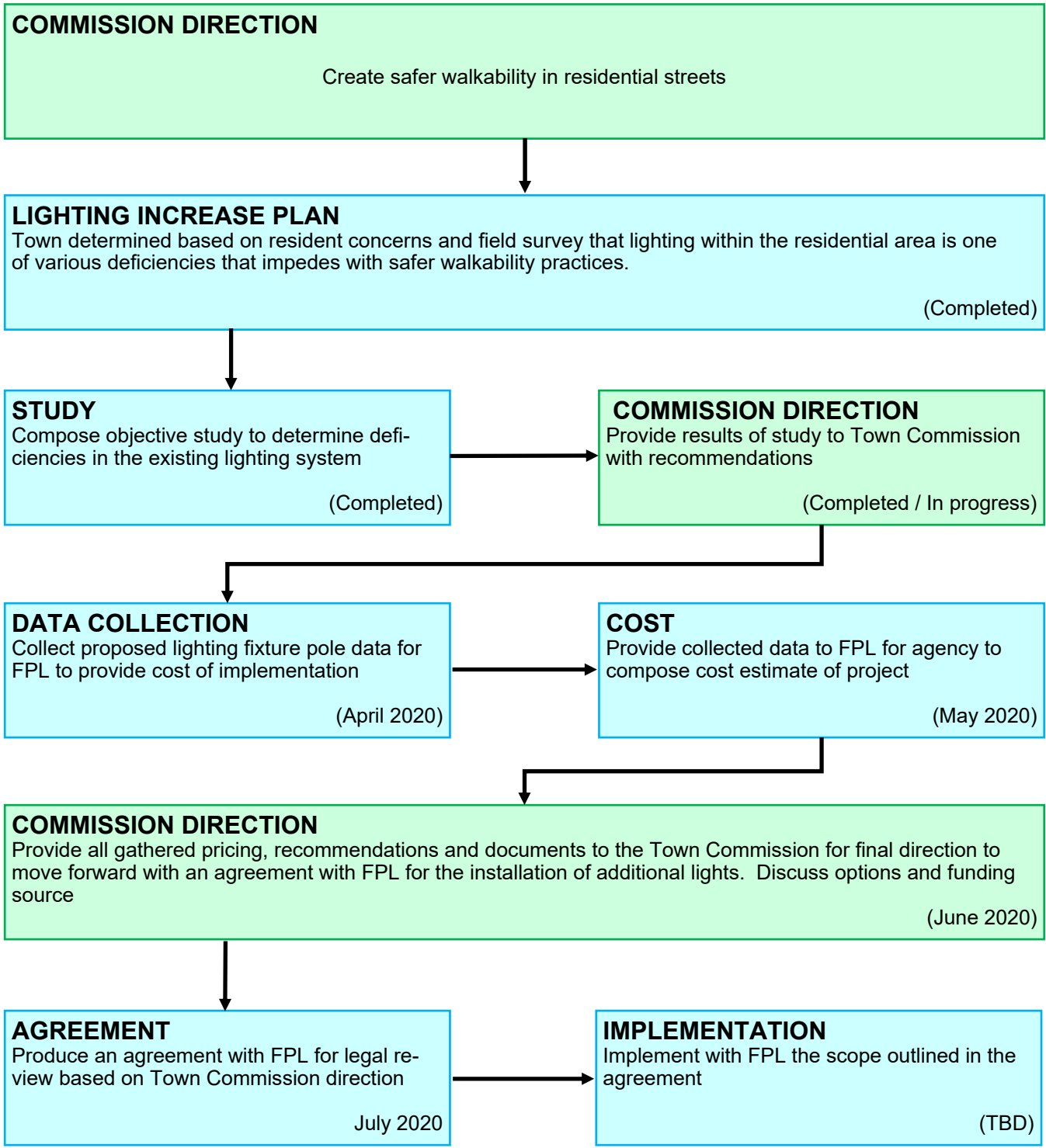
Reviewed by: HG/RS

Prepared by: HG



# Town of Surfside Public Works Department Safer Walkability- Increased Lighting Plan

Update as of March 30th, 2020





# MEMORANDUM

ITEM NO.

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** February 28<sup>th</sup>, 2020

**Subject:** Analysis for Determination of Additional Lighting Locations in Residential Areas within the Town of Surfside

---

The Town of Surfside, in an effort to address pedestrian safety and promote walkability within the Town, recently partnered with Florida Power and Light (FPL) to upgrade all residential street lighting from high pressure sodium bulbs to Light Emitting Diodes (LED). The lighting upgrade project was completed in January 2020 with a total of 236 fixtures changed. After the conversion, the Public Works Department performed various nightly walkthroughs to evaluate the outcome of the conversion. As a result, a 33% increase in illumination per fixture was obtained. This determination was made by comparison of photometrics of both the new LED lighting and high-pressure sodium bulbs. Photometrics is the measurement of lighting. For the comparisons made, photometric data used was the surface coverage of lighting onto asphalt surface from both fixtures, before and after conversion.

Illumination is not uniform throughout the Town. Even after the FPL conversion project, various “dark” areas exist that continue to remain a hazard. The Town administration will proceed to perform an analysis on illumination deficiencies still present. In order to eliminate subjectivity in the determination of the location and number of new light fixtures and or poles to have uniform illumination at the pedestrian level, the Town administration will prepare an analysis that incorporates the following:

1. Use the technical specifications of the equipment in place already obtained from FPL.
2. Use the information that the Town has already collected on the location of light fixtures including previous lighting data.
3. Draw the area illuminated from each lighting fixture, using the technical specifications already obtained.
4. Produce a map (GIS or similar) with the proposed locations of new lights and or poles.

5. Propose a plan to add lights where pedestrian level lighting does not have uniform illumination and deficiencies determined

The proposed plan allows for a non-subjective determination of areas in need of additional lighting. The proposed plan will provide hazard areas based on existing and collected data. An alternative plan to have individuals estimate where additional illumination should go based on visual interpretation can lead to subjective results. The Town administration will move forward with the presented plan of analysis as per Town Commission direction. The results will be reported to the Town Commission through an update.

Reviewed by

Prepared by

# **TOWN OF SURFSIDE**

**Public Works Department**

## **“Residential Street Lighting Photometric Analysis and Recommendations”**

**February 26, 2020**

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

Prepared By:



Public Works Department



## TABLE OF CONTENTS

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RECOMMENDATION AND CONCLUSION .....	15

## ATTACHMENTS

- Appendix A – *“Town of Surfside Street Light Inventory”*- 1 Page
- Appendix B – *“Product Specification Photometrics”*- 3 Pages
- Appendix C – *“Street Light Photometric”* - 2 Pages
- Appendix D – *“Proposed Street Lights Map”*. - 1 Page



## INTRODUCTION

The Town of Surfside is a coastal community within Miami-Dade County with approximately 5,844 residents based on 2017 population figures. The Town has various districts which include commercial high-rise, commercial retail and residential single family. Each of these districts has lighting infrastructure provided by different agencies. **Table A – “Lighting Inventory by Responsible Authority”** below outlines the total quantity of light fixtures per district and the responsible party for lighting maintenance:

Item Number	District	Responsible Party	Total # of Fixtures	Type of Fixture
1	Residential	FP&L	243	LED
2	Downtown Surfside	Town of Surfside	24	LED
3	A1A & Harding Ave	Miami-Dade County	62	High Pressure Sodium
4	Beach Ends	FP&L / Town of Surfside	11	HPS and LED

**Table A – “Lighting Inventory by Responsible Authority”**

**Table A – “Lighting Inventory by Responsible Authority”** is composed based on a Geographical Information System (GIS) mapping composed in 2018 by Town Engineer of Record (EOR), Calvin Giordano and Associates (CGA) and confirmed by the Town’s Public Works Department. The GIS map titled “Town of Surfside Street Light Inventory” can be found in **Appendix A – “Town of Surfside Street Light Inventory”**.

In late 2019, the Town of Surfside Commission approved the conversion of High-Pressure Sodium lights (HSP) throughout the residential area to Light Emitting Diode (LED) with the objective of minimizing operating costs for night-time illumination of public right of way and increase effectiveness of illumination. The lighting upgrade project was completed in January 2020 with a total of 236 fixtures changed. After the conversion, the Public Works Department performed various nightly walkthroughs to evaluate the outcome of the conversion. As a result, a 33% increase in illumination per fixture was obtained. This determination was made by comparison of photometrics of both the new LED lighting and high-pressure sodium bulbs. Photometrics is the measurement of lighting. For the comparisons made, photometric data used was the surface coverage of lighting onto asphalt surface from both fixtures, before and after conversion. The photometrics of the previous high sodium pressure bulbs (HPS) and recently installed LED fixtures can be found in **Appendix B – “Product Specification Photometrics”**.

Currently, Florida Department of Transportation (FDOT) is working with Miami-Dade County (MDC) and is scheduled to convert a portion of street lights on A1A and Harding Avenue for fiscal year 2021-2022 to LED. Additionally, the Town of Surfside converted all Town maintained street lights to LED already. During the February 2020 Town Commission meeting, the Town Commission gave direction to the Town Manager to proceed with performing a street lighting analysis in order to determine where additional lights are needed.



## OBJECTIVE

Increase the quantity of residential street lighting fixtures with locations non-subjectively selected with the purpose to create safer walkability by increasing illumination during evening hours.

Illumination is not uniform throughout the Town. Even after the conversion project within the residential area, various “dark” areas exist that continue to remain a hazard for walkability during night-time hours. **Picture A** – “*Photograph of Dickens Avenue and 92<sup>nd</sup> street*” below shows the composition of dark areas and light areas as they pertain to a residential street block within the Town.



**Picture A** – “*Photograph of Dickens Avenue and 92<sup>nd</sup> street*”

The Town Administration performed an analysis based on information gathered and field visits in order to increase the quantity of residential street lighting fixtures with locations non-subjectively selected with the purpose of creating safer walkability by increasing illumination





during evening hours. Furthermore, a **Recommendation and Conclusion** section is provided in this analysis report to assist with Town Commission direction decision.

## METHODOLOGY

In order to eliminate subjectivity in the determination of the location and number of new light fixtures to have uniform illumination at the pedestrian level, the analysis by Town administration incorporated the following items:

- Use the technical specifications of the equipment in place already obtained from FPL. This involved the comparison of photometric charts of both HPS bulbs and LED fixtures which are included in **Appendix B** – *“Product Specification Photometric”*.
- Use the information that the Town has already collected on the location of light fixtures including previous lighting data in order to overlay photometric chart data onto existing GIS maps provided in **Appendix A** – *“Town of Surfside Street Light Inventory”*.
- Draw the area illuminated from each lighting fixture, using the technical specifications already obtained onto in **Appendix A** – *“Town of Surfside Street Light Inventory”* in order to create **Appendix C** – *“Street Light Photometric”*.
- Produce a map (GIS or similar) with the proposed locations of new lights and or poles after item number 1, item number 2 and item number 3 have been evaluated. **Appendix D** – *“Proposed Street Lights Map”*.

Based on the findings, **Table C** – *“Recommendation Table”* was composed which incorporates the findings of the analysis and makes various illumination goals depending on the number of lighting fixtures proposed. This analysis does not include cost figures or cost estimates.



## ANALYSIS

The analysis for residential street light photometric is provided in this section. The analysis is based on the proposed methodology that was presented to the Town Commission during the February 2020 Town Commission General Meeting.

Use the technical specifications of the equipment in place already obtained from FPL. This involved the comparison of photometric charts of both HPS bulbs and LED fixtures which are included in **Appendix B – “Product Specification Photometrics”**.

Both photometric data for high pressure sodium bulbs and LED fixtures were compared side by side. Two distances were obtained for each lighting system; these are the longitudinal distance and width distance. Longitudinal distance is referring to the distance on each side of the fixture and width distance is the distance in front of the fixture. Both distances vary depending on the height of the fixture installation. Based on the information gathered from product specification photometrics, **Table B – “Lighting Coverage by Fixture”** below was composed to present findings.

Item Number	Type of Fixture	Longitudinal Distance (Feet)	Width Distance (Feet)	Finding Source
1	High Pressure Sodium	50	40	Field Measurement
2	High Pressure Sodium	70	50	Specification Sheet
3	LED	85	40	Field Measurement
4	LED	75	20	Specification Sheet

**Table B – “Lighting Coverage by Fixture”**

**Table B – “Lighting Coverage by Fixture”** also presents field measurements of each fixture as there was a difference in field conditions to product specification conditions. The difference was the height of installation. The Town of Surfside has fixtures installed higher than presented in product specification by a total of 5 feet with a margin of error of 3 feet. Based on findings, an average of both measurements was taken and presented in **Table C – “Lighting Coverage by Fixture Average”** as shown below:

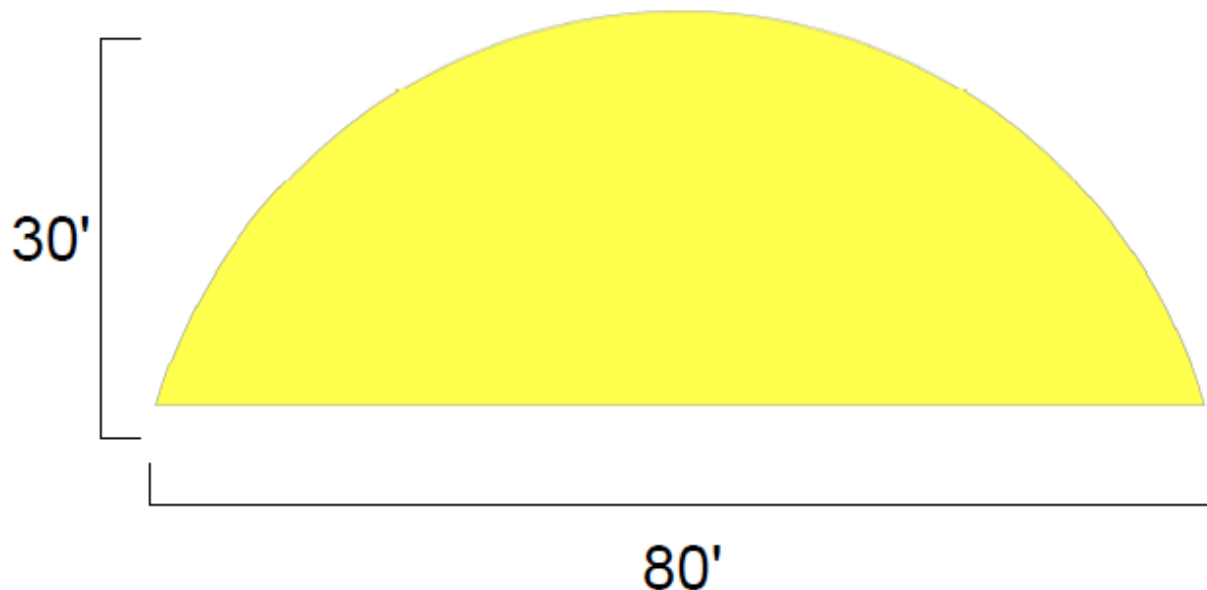
Item Number	Type of Fixture	Longitudinal Distance (Feet)	Width Distance (Feet)	Finding Source
1	High Pressure Sodium	60	45	Average
2	LED	80	30	Average

**Table C – “Lighting Coverage by Fixture Average”**



It is worth noting that the figures present are the effective lighting of each light based on their design intent. Each fixture covers areas greater than shown in **Table B** – “*Lighting Coverage by Fixture*” but these areas are dimmer and not effective lighting areas. Secondly, **Appendix B** – “*Product Specification Photometrics*” provides photometrics in a disformed shape which resembles a dis-figured circle. For the purpose of this analysis, the photometric impact area was averaged and converted to a defined semi-circle. **Picture B** – “*Photometric Impact Area*” below presents the averaged fixture coverage area that was used for the analysis.

## DIMENSIONS



**Picture B** – “*Photometric Impact Area*”

**Picture B** – “*Photometric Impact Area*” will be referred to as the illumination zone for the remainder of the analysis. It was used as an overlay onto residential street maps in order to determine areas that are not receiving effective illumination coverage. Furthermore, there is a 6-foot to 8-foot offset from above ground utility poles to light figure (light source) which is due to the arm length of each lighting fixture. This distance was taken into consideration. Lastly, non-effective lighting behind each lighting fixture was not taken into account. This is because these areas are not considered walkable areas and are of private property majority. Additionally, measurements of these areas illumination by LED lighting fixtures is difficult due to private property lighting distortion.



Use the information that the Town has already collected on the location of light fixtures including previous lighting data in order to overlay photometric chart data onto existing GIS maps provided in **Appendix A** – “Town of Surfside Street Light Inventory”. Draw the area illuminated from each lighting fixture, using the technical specifications already obtained onto in **Appendix A** – “Town of Surfside Street Light Inventory” in order to create **Appendix C** – “Street Light Photometric”.

**Appendix A** – “Town of Surfside Street Light Inventory” was used to assess the areas currently obtaining illumination and compared to the areas not receiving. Based on findings, there are currently an average of 3.00 lighting fixtures per block. Page 2 of **Appendix A** – “Town of Surfside Street Light Inventory”, lays out a typical section of a Town block. A Town block from street to street along the same avenue in the residential area is approximately 525 linear feet. Based on the average amount of lights, a total of 240 linear feet out of the entire 525 linear feet of a typical block has illumination. Therefore, it was determined that the average lighting per typical block is approximately 45%. **Diagram A** – “Typical Lighting Per Block Diagram”, below creates a visual representation of the 45% illumination of an average typical roadway.



**Diagram A** – “Typical Lighting Per Block Diagram”

In **Diagram A** – “Typical Lighting Per Block Diagram”, the entire strip represents a typical block along an avenue from street to street. For example, Garland Ave from 89<sup>th</sup> Street to 90<sup>th</sup> Street. The yellow sections represent the illumination zone. The black sections represent the areas where minimal to no illumination is present. Since this is an average representation of actual field conditions, it has been simplified for analysis purposes. As previously stated, even though the average coverage per existing LED fixture is 40 feet each way (80 feet total), the fading effect of each fixture may add additional coverage. The fading effect is the dimming of the illumination as the distance from the point of origin increases. The fading effect distance was not used in the analysis because it is not considered optimal illumination. The following pictures provide a reality perspective to **Diagram A** – “Typical Lighting Per Block Diagram”.



**Picture C** – *“Town of Surfside Night-time Aerial on 02-21-2020”*



**Picture D** – *“Town of Surfside Night-time Aerial on 02-21-2020 “*



Produce a map (GIS or similar) with the proposed locations of new lights and or poles after item number 1, item number 2 and item number 3 have been evaluated. **Appendix D** – “Proposed Street Lights Map”.

Propose a plan to add lights where pedestrian level lighting does not have uniform illumination and deficiencies determined.

During the evaluation of all information, it was determined that 45% of the single-family residential areas right of way within the Town are illuminated. This is based on the lighting illumination per street as an average. Prior to determining locations of additional lights, various variables needed to be considered. The considerations are as follows:

- Number of existing above ground utility poles existing
- Number of existing above ground utility poles with transformers
  - a. Accessibility to transformers if a proposed pole does not have one
  - b. Capacity of transformer
- Location of street where poles are located and if cross alternation can take place (each side of the street)
- Illumination percentage goal

45% existing illumination was based on 3 lighting fixtures per block average. In order to increase illumination, new lighting fixtures need to be added. The current infrastructure allows for additional lighting fixtures since poles either have a transformer or, are within the proximity of a pole with a transformer. To be within the proximity, the nearest pole with transformer needs to be within 2 poles distance. The current lighting fixture spread alternates with every other pole having a fixture. On average, a residential block has 6 poles and 2 transformers.

Based on two neighborhoods surveyed with optimal lighting, 90% illumination was the targeted percentage goal. 90% allows for illumination visibility throughout as lighting transition from one lighting fixture to the next. The 2 neighborhoods surveyed had the same single-family residential style as Town of Surfside. The neighborhoods were as follows:

- North Bay Village – Single Family Residential Area
- Normandy Isle, Miami Beach Single Family Residential Area

**Appendix D** – “Proposed Street Lights Map” proposes a total of 133 new fixtures along street blocks in the residential area in order to achieve 90% illumination. This figure breaks



down to an additional 3 fixtures per Town block. In the creation of **Appendix D** – “Proposed Street Lights Map”, some Town blocks have proposed 2 additional lighting fixtures and other more than 3 additional lighting fixtures. Even though the average is 3 additional light fixtures per block, some have proposed less since there is an intersection pole that provides block illumination. All proposed locations have an existing pole so only fixture and connection to a transformer are needed. For the most part, all transformers have the capacity for additional lighting fixture. Transformer capacities need to be confirmed with FP&L. The following pictures show areas within Miami-Dade County (MDC) with 90% illumination. The same logic for determination of light percentage in Town of Surfside as used to determine illumination percentages in these areas.



Picture E – “North Bay Village Night-time Aerial on 02-21-2020”





Picture F – “Normandy Isles Night-time Aerial on 02-21-2020”



**Picture G** – “Normandy Isles Night-time Aerial on 02-21-2020”



## RECOMMENDATION AND CONCLUSION

The analysis was based on 90% illumination which is the maximum number of lighting fixtures to existing poles. **Table C** – “*Recommendation Table*” presents the number of additional fixtures with respective illumination percentage for various options. Refer to table below:

Item number	Number of Additional Lights (Overall)	Average Additional Lights per Block	Illumination Percentage	Comments
1	0	3	45%	No Change
2	89	4	60%	N/A
3	112	5	76%	N/A
4	133	6	90%	Appendix D

**Table C** – “*Recommendation Table*”

At this time, there is no cost estimate for each of the recommendations of **Table C** – “*Recommendation Table*”. Cost estimate will involve coordination with Florida Power and Light (FP&L). Currently, the provided recommendations are based on using existing pole infrastructure. Based on Town Commission direction, a cost estimate can be composed for proposed recommendation options. Any cost estimates pertaining to light fixtures operated by another agency need to be coordinated. In this case, cost estimate needs to be coordinated with Florida Power and Light (FPL).

Some additional considerations include:

- How will additional lighting fixtures in the Right of Way impact the quality of life of residents.
  - Light infiltration into private property
- Other options for increase walkability safety
  - Mid-level pedestrian lighting options
  - Alternative walking options such as sidewalks
  - Enhancing other infrastructure options such as;
    - Thermoplastic striping of roadway markings
    - Roadway Lighting options which include ground and signage lighting

This report was composed using the existing infrastructure present to add additional lighting fixtures to gain an increase in illumination percentage. The proposed locations of the lighting fixtures were based on existing locations of above ground utility poles.



## **Appendix A**

### *“Town of Surfside Street Light Inventory”*

1 Page

# Legend

 City Boundary

 Parcels

## Owner

 Surfside

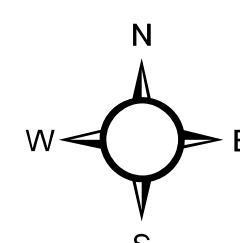
 FPL

 Miami-Dade County



# Town of Surfside Street Light Inventory

Print Date: 11/7/2018



0 400 Feet



Produced and maintained by the CGA  
Geographic Information Systems Services



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™



## **Appendix B**

*“Product Specification Photometric”*

3 Pages

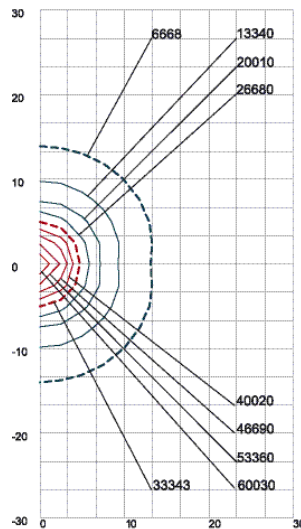
# Photometric Data

## E-17 High Pressure Sodium

BK No.	Lamp Watts	Description	Rated Life	Initial Lumens	Mean Lumens	CRI	CCT(K)
112	35	35W/E-17/HPS/MED/Clear	24,000	2,250	2,025	20	2,100
113	35	35W/E-17/HPS/MED/Diffuse	24,000	2,150	1,935	20	2,100
104	50	50W/E-17/HPS/MED/Clear	24,000	4,000	3,600	21	2,100
105	50	50W/E-17/HPS/MED/Diffuse	24,000	3,800	3,420	21	2,100
108	70	70W/E-17/HPS/MED/Clear	24,000	6,300	5,670	21	2,100
109	70	70W/E-17/HPS/MED/Diffuse	24,000	5,860	5,270	21	2,100
120	100	100W/E-17/HPS/MED/Clear	24,000	9,500	8,550	21	2,100
121	100	100W/E-17/HPS/MED/Diffuse	24,000	8,800	7,920	21	2,100
122	150	150W/E-17/HPS/MED/Clear	24,000	16,000	14,400	21	2,100
123	150	150W/E-17/HPS/MED/Diffuse	24,000	15,000	13,500	21	2,100

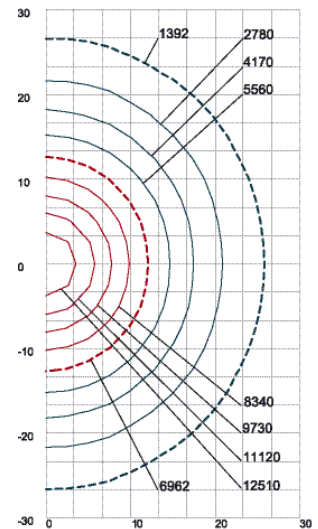
Lumen & Candela Conversion Multipliers	
100W	.60
70W	.40
50W	.25
35W	.14

**NARROW SPOT**



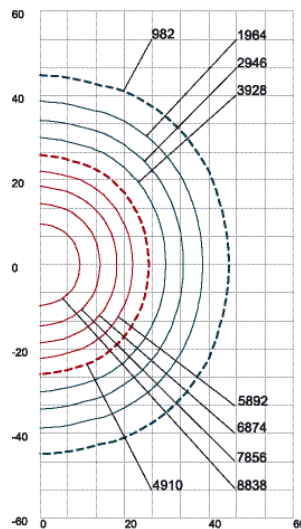
B-K FILENAME : TY11-150-NS-HPS CLEAR-ITLIES  
 Lamp: 150W Clear B-17 High Pressure Sodium  
 IES Beam Type: 24 x 2V  
 Max. Candela: 66686 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 33343 at 10°H 10°V  
 Field Spread (at 10% Max CD): 6668 at 26°H 26°V  
 Total Lumens: 3237

**SPOT**



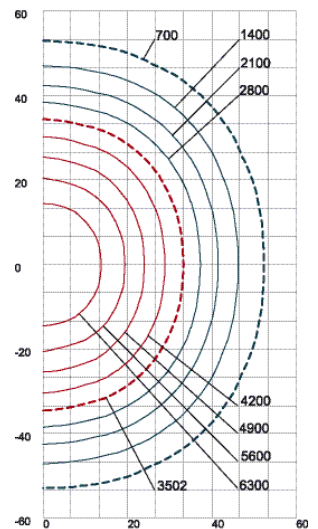
B-K FILENAME : TY11-150-SP SPECULAR-HPS CLEAR-ITLIES  
 Lamp: 150W Diffuse B-17 High Pressure Sodium  
 IES Beam Type: 41 x 4V  
 Max. Candela: 13924 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 6962 at 24°H 26°V  
 Field Spread (at 10% Max CD): 1392 at 51°H 53°V  
 Total Lumens: 3689

**FLOOD**



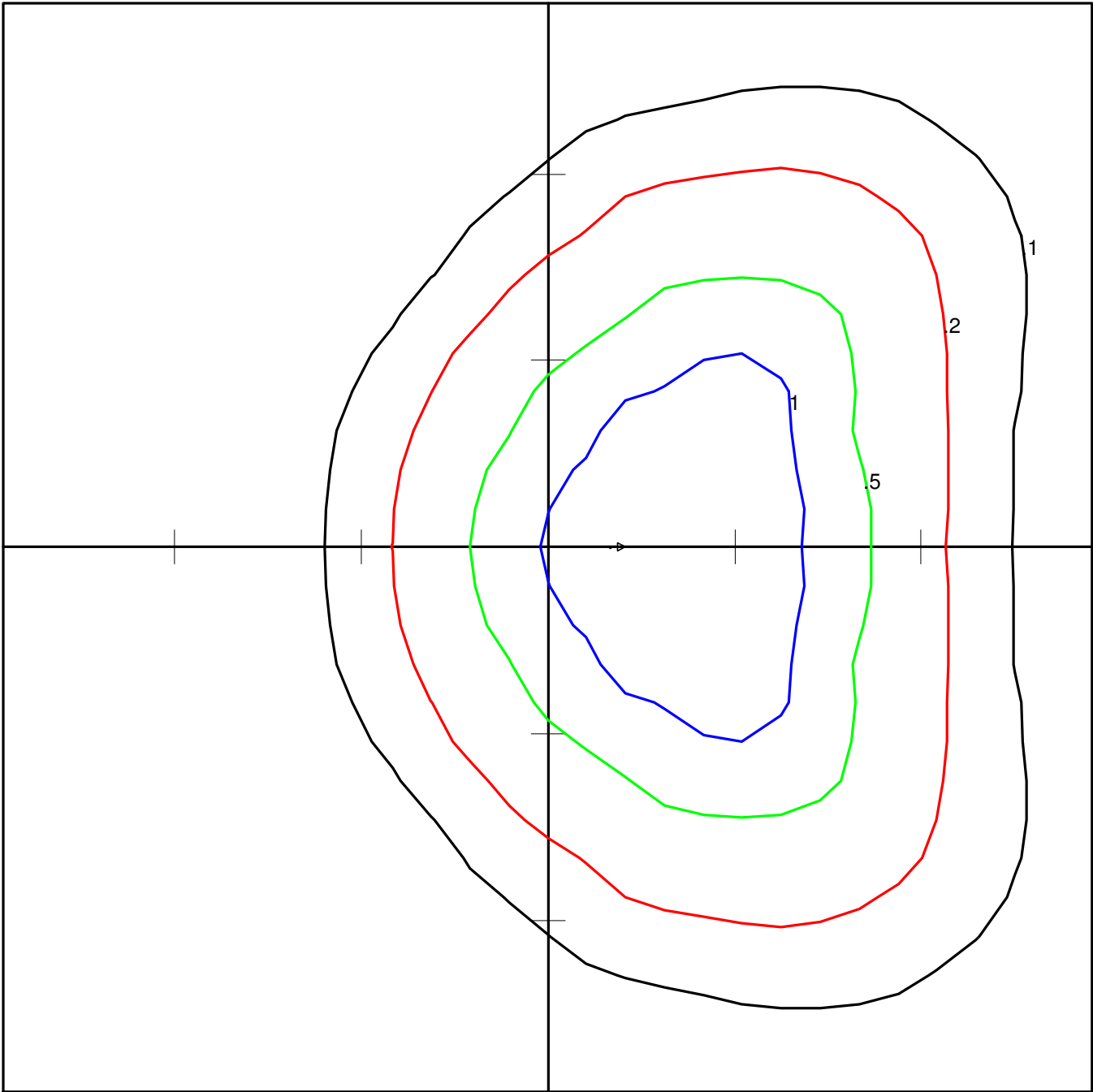
B-K FILENAME : TY11-150-FL-HPS COATED-ITLIES  
 Lamp: 150W Diffuse B-17 High Pressure Sodium  
 IES Beam Type: 51 x 5V  
 Max. Candela: 9821 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 4910 at 52°H 52°V  
 Field Spread (at 10% Max CD): 982 at 90°H 90°V  
 Total Lumens: 3237

**WIDE FLOOD**



B-K FILENAME : TY11-150-WF-HPS COATED-ITLIES  
 Lamp: 150W Diffuse B-17 High Pressure Sodium  
 IES Beam Type: 81 x 6V  
 Max. Candela: 7004 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 3502 at 67°H 66°V  
 Field Spread (at 10% Max CD): 700 at 105°H 106°V  
 Total Lumens: 8569

**Photometric Toolbox**



Cree, Inc  
 RSWS-A-HT-3ME-5L-30K7-UL-xxxx  
 Formed BMC housing, prismatic plastic lens, white inner  
 reflector  
 24 white LEDs

Horizontal Footcandles  
 Scale: 1 Inch = 20 Ft.  
 Light Loss Factor = 1.00  
 Lumens Per Lamp = N.A. (absolute photometry)  
 Luminaire Lumens = 5000  
 Mounting Height = 24.00 Ft  
 Maximum Calculated Value = 1.74 Fc  
 Arrangement: Single  
 Arm Length = 8 Ft








## **Appendix C**




*“Street Light Photometric”*

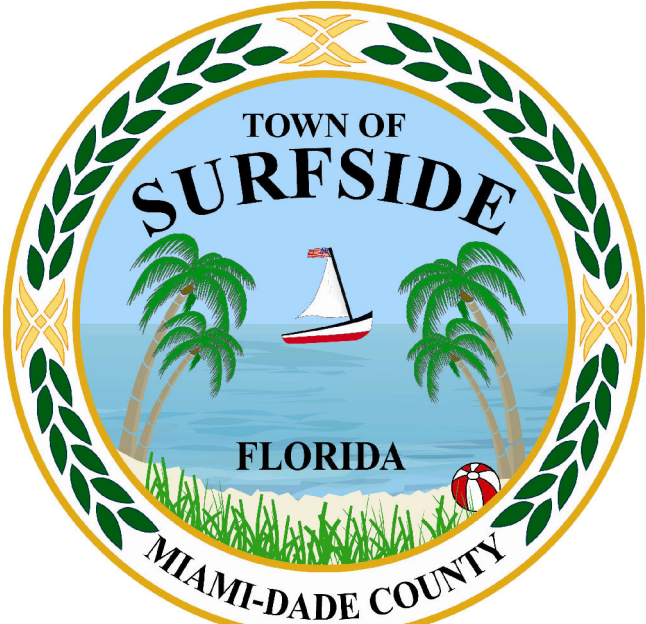
2 Pages

# Legend

-  City Boundary
-  Parcels
-  Illumination Zones

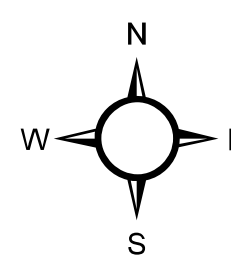
## Owner (Count)

-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)

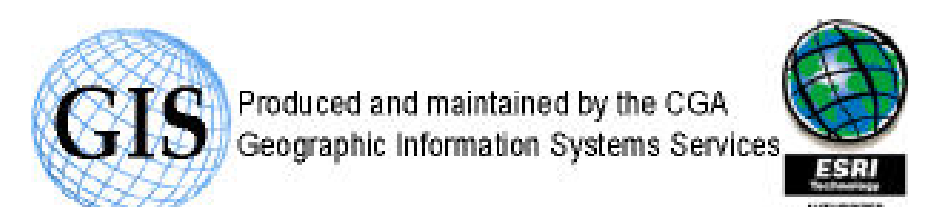


# Town of Surfside Street Light Inventory


Print Date: 2/3/2020

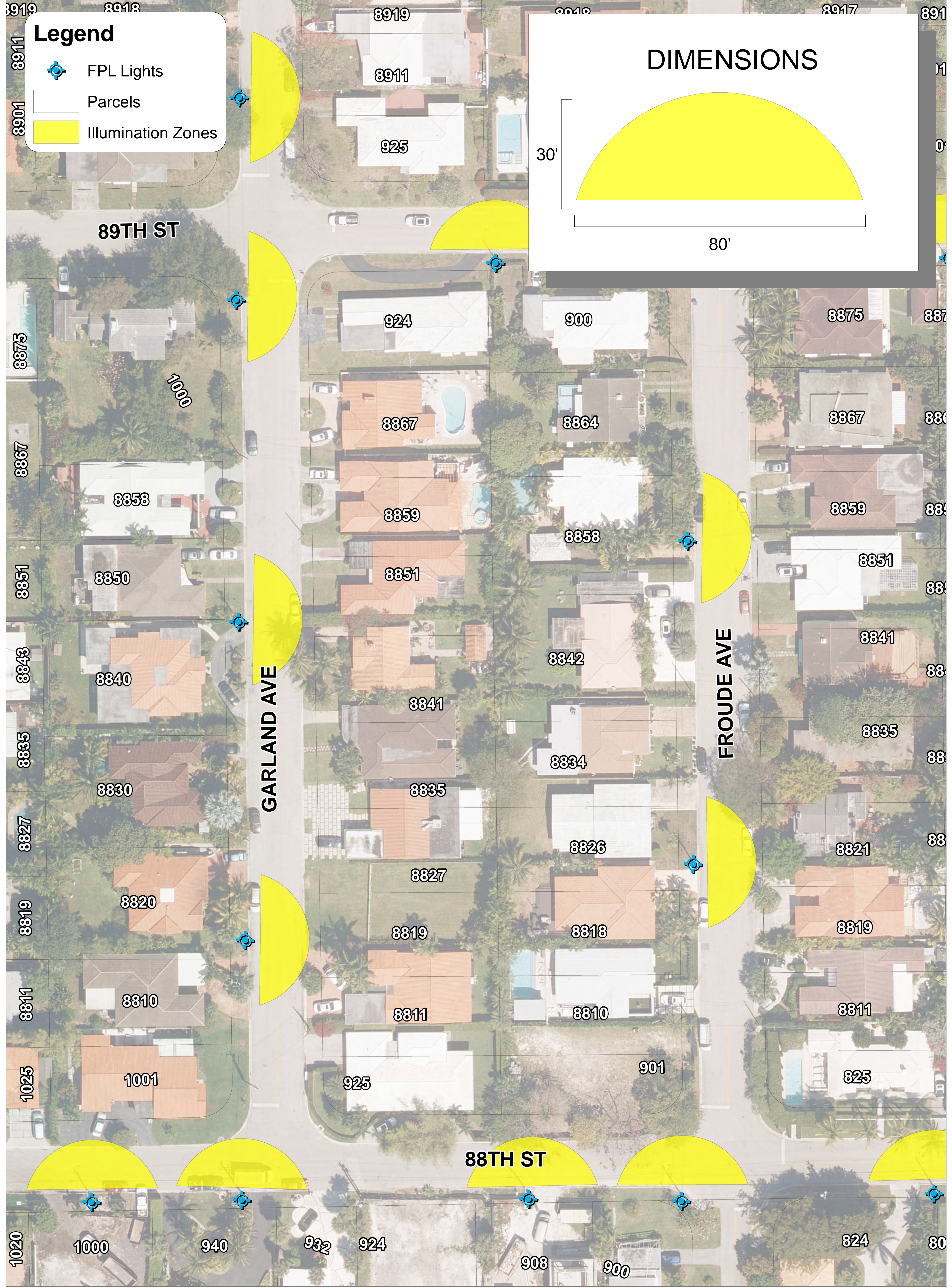
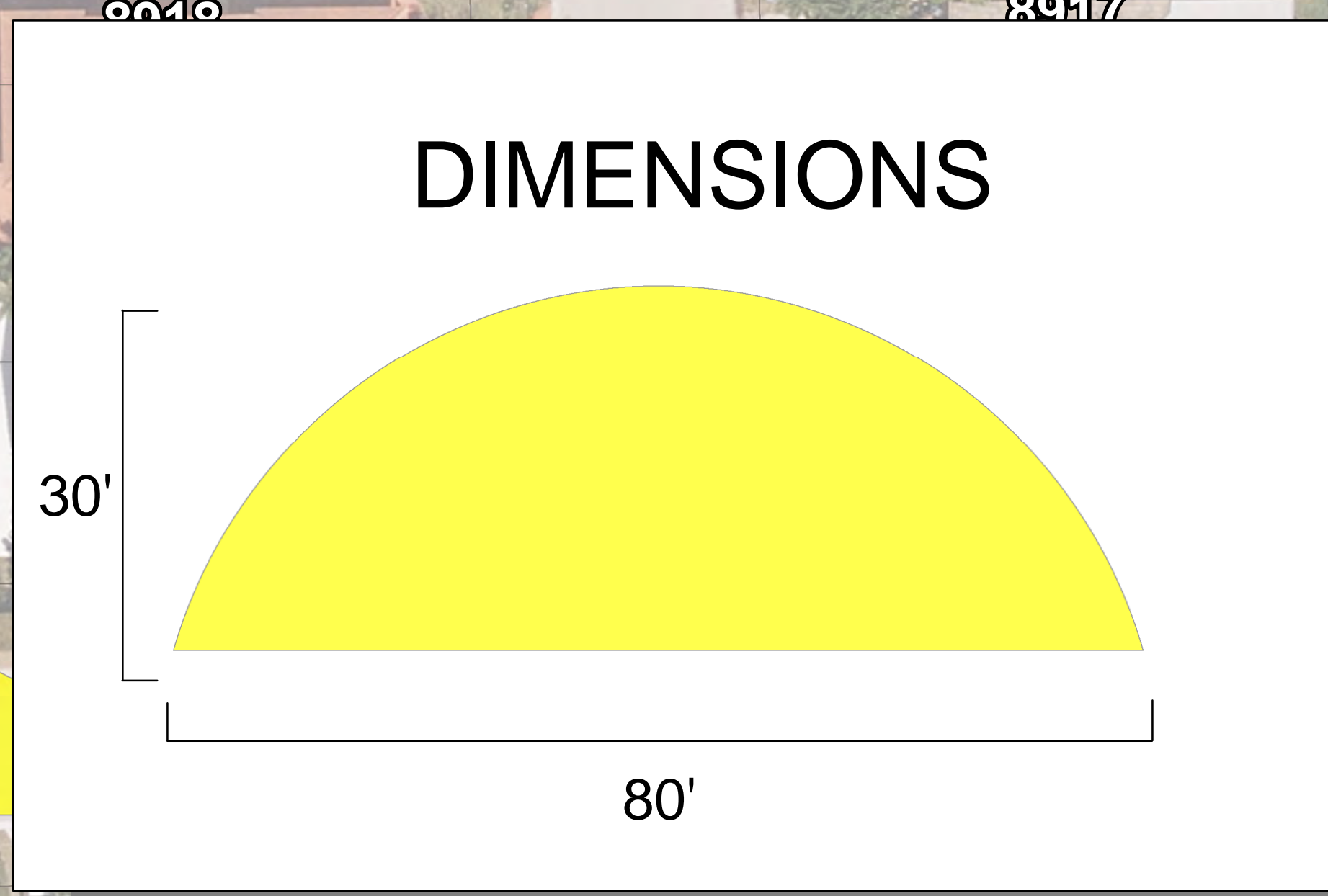


200  
Feet



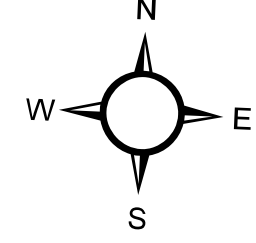
# Legend

-  FPL Lights
-  Parcels
-  Illumination Zones

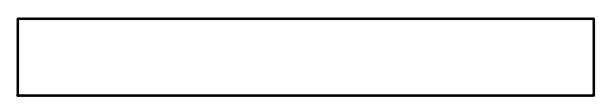


## Town of Surfside Block 19 Street Light Photometrics

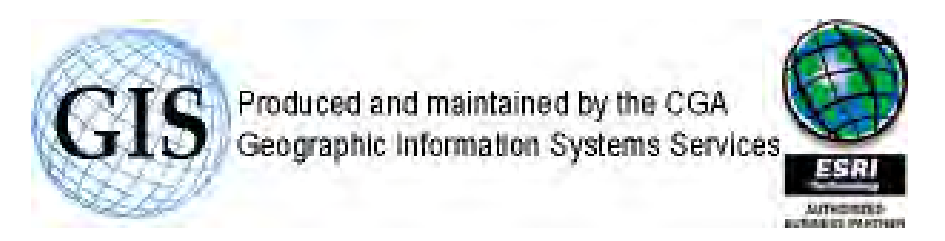
Print Date: 2/5/2020



75



Feet









## Appendix D





*“Proposed Street Lights Map”*

1 Page

# Legend

-  City Boundary
-  Parcels
-  FPL Illumination Zones
-  Proposed Illumination Zones

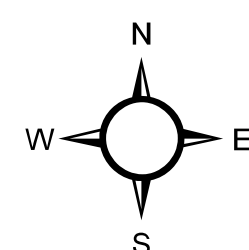
# Owner (Count)

-  Proposed (133)
-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)

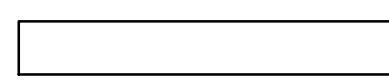


# Town of Surfside Street Light Inventory

Print Date: 2/18/2020



400



Feet

1 inch = 200 feet



Produced and maintained by the CGA  
Geographic Information Systems Services



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™



# MEMORANDUM

ITEM NO. 9W

**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



# MEMORANDUM

ITEM NO. 9X

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 9, 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.

## Planning Services

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

At the May 26, 2020 Special Commission meeting, the Commission provided direction to:

- Prepare RFQ as soon as possible for Architecture, Engineering and Surveying Services per Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes to select a pool of engineering firms that will be pre-qualified.
- Prepare RFQ as soon as possible for engineering services including Abbott drainage option vetting, design, permitting, RFP preparation, construction inspections, and project management per Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes

## Information Technology (pending direction)

- 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 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

*\*For additional information on calendar year 2019 tasks including projects see attached supplemental*

Information Technology CGA Payments by task 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>

## 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, 2<sup>nd</sup> 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 SolarTogether<sup>SM</sup>  
 The program is fully subscribed and the waitlist is closed.

The SolarTogether<sup>SM</sup> 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



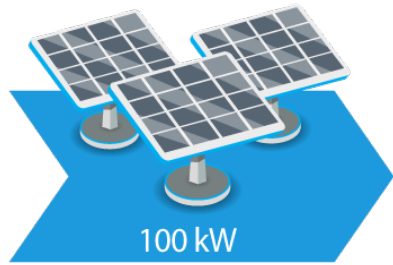
### Terms

- 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

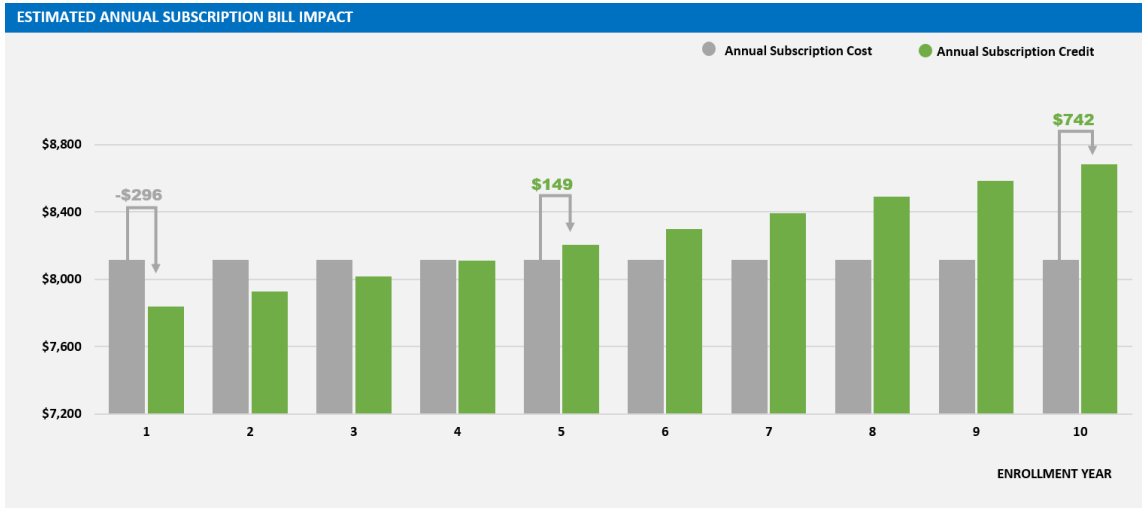
### Your Monthly Bill Credit

**\$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, 2<sup>nd</sup> 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.

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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ACCEPT COOKIES



## Pharrell just dropped \$30 million on sweet ‘quarantine’ digs in Coral Gables: report

That fee, currently set at \$35,000 per space, is supposed to go toward improving the city’s parking facilities. An annual fee is also charged if a change to an existing property requires more parking, like if a restaurant adds more tables. That fee is set at \$700 per year for as long as that use remains.

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According to a memo sent Tuesday afternoon to the City Commission, the review uncovered issues with billing, accounting and inspection of properties in the program, which led to the city leaving \$18.9 million on the table over the course of the past 20 years. It started with reviewing a sample of 25 accounts in the program at the beginning of this year. The pool ballooned to about 180 accounts after staffers kept finding problems.

The news comes about a week after the Miami Herald reported that [past Miami Beach administrators failed to collect \\$2.7 million in water and sewer connection fees from several hotels and condos](#). It does not appear there is any connection between the two instances of mismanagement.

Officials reviewing the parking fee program also found that the city did little or nothing after three previous internal audits revealed some of the management issues in 1997, 2003 and 2010.

“Management responses for corrective action did not have completion dates and there is no evidence that significant and deliberate steps were taken by any of the departments involved to establish the appropriate checks and balances to prevent recurrence or initiate invoicing of recurring fees to prevent further loss,” reads the memo, prepared by Deputy Planning Director Carmen Sanchez and Assistant City Manager Joe Jimenez.

The one-time fee has increased incrementally over the years. In many cases, records show past planning officials agreed to bill property owners at previous lower rates without explanation. In

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financial system.

The review is ongoing.

“Staff has conducted extensive research and has had to reconstruct the history for most of the accounts evaluated,” reads the memo. “As new details come to light and additional information is received the estimated receivable amount may change to include other projects identified at a future date.”

The history of poor management came to light to city officials earlier this year, when Sanchez, hired in late 2013, and Jimenez, who joined the city in May 2013, initiated a review of the program. The current administration has already put some checks and balances in place to fix the problems.

According to the memo, the planning department has invoiced 34 recurring accounts for the current fiscal year, and will start invoicing all active accounts for the upcoming fiscal year, starting Oct. 1. The city has updated its permitting software to keep records of what is charged and owed, hired staff to manage special revenue accounts like the parking impact fee program and, from now on, building permits or certificates of use will not be issued until the fee has been paid.

City administrators did not want to comment for this story before presenting their findings to the City Commission. Administrators will ask the City Commission for direction on how to proceed with uncollected money from current businesses and ones that have closed but still have outstanding balances.

Follow [@joeflech](#) on Twitter.

RELATED STORIES FROM MIAMI HERALD

MIAMI-BEACH

Miami Beach to develop plan to recover unpaid developer fees

SEPTEMBER 17, 2014 8:21 PM

MIAMI-BEACH

Miami Beach failed to collect millions in water and sewer fees from new hotels and condos

SEPTEMBER 07, 2014 2:59 PM

MIAMI-BEACH

Miami Beach agrees to increase storm-drainage fees

SEPTEMBER 10, 2014 3:42 PM

MIAMI-BEACH

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SEPTEMBER 10, 2014 7:12 PM

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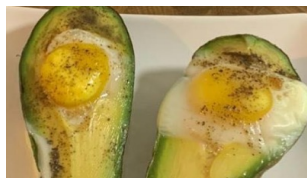
How Dogs Cry for Help: 3 Warning Signs Your Dog is Crying for Help  
DR. MARTY



Americas #1 Futurist 2020 Prediction Will Stun You  
INTERNET REBOOT 2020



MD: If You Have Toenail Fungus, Do This Immediately (Watch)  
CLEAR NAIL PLUS



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Big crowds at Miami Beach parks, marinas on first weekend of reopening



Food distributions help Miami Beach families

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TRENDING STORIES

After six weeks of lockdown, Miamians enjoy first weekend of reopened parks, marinas

UPDATED 9 HOURS 35 MINUTES AGO

Pieces of Halley's Comet will streak across the night sky this week. Here's what to know

UPDATED MAY 02, 2020 02:06 PM

Biden, Warren: There's no oversight of coronavirus relief — because that's what

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THIS DAY IN HISTORY

1990

Brooks Koepka, the American golfer, is born.

3 MAY

THIS DAY IN HISTORY

Royal Caribbean falsely blames CDC for keeping crew trapped on its ships, agency says

UPDATED MAY 01, 2020 10:22 PM

After refusing for weeks, Florida releases nursing home records, showing flurry of deaths

UPDATED MAY 02, 2020 06:29 PM

READ NEXT



MIAMI-DADE COUNTY

After six weeks of lockdown, Miamians enjoy first

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Saturday brought crowds at Miami-Dade County marinas and parks, which opened Wednesday after weeks of being closed due to coronavirus. At Blackpoint Marina, hundreds of cars lined up to go boating and fishing.

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MIAMI BEACH

Miami Beach rejects beach-opening plan, but new COVID testing site gives leaders hope

UPDATED MAY 01, 2020 09:00 PM



MIAMI BEACH

After Facebook fight draws criticism, Miami Beach commissioner announces \$17K donation

UPDATED MAY 01, 2020 05:05 PM



REAL ESTATE NEWS

Instagram sensation Gianluca Vacchi lists his Miami Beach home for \$10.9M

UPDATED MAY 01, 2020 03:30 PM



MIAMI BEACH

More than 1,550 face-mask warnings issued in Miami Beach parks after reopenings

UPDATED MAY 01, 2020 04:41 PM



MIAMI BEACH

Miami Beach man accused of raping a 16-year-old girl in apartment stairwell

UPDATED MAY 01, 2020 04:31 AM



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BY THE PENNY HOARDER

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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 12<sup>th</sup> day of August, 2014.

Motion by Commissioner Olchyk, Second by Vice Mayor Tourgeman.

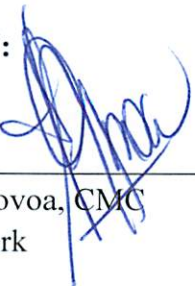
**FINAL VOTE ON ADOPTION**

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 Fee . . . . . .00  
 Issue Date . . . . . 11/12/15 Valuation . . . . . 0  
 Expiration Date . . . . . 5/10/16

Qty	Unit Charge	Per	Extension
		BASE FEE	195766.77

Special Notes and Comments  
 SEPARATE PERMITS MUST BE PULLED FOR THE  
 FOR WINDOWS; ROOF; PAVING & CURB CUTS;  
 ELECTRICAL; MECHANICAL; PLUMBING; POOL  
 FENCE; SIGNS; FIRE & LAWN SPRINKLER  
 SYSTEMS; NO CERTIFICATE OF OCCUPANCY  
 WILL BE ISSUED UNTIL TEMPORARY STRUCTURE  
 USED INCIDENTAL TO THE CONSTRUCTION OF  
 THE PRIMARY STRUCTURE HAVE BEEN REMOVED

0094G/1-20-93/AE-8

Other Fees . . . . .	COUNTY PERMIT FEE	8212.80
	STRUCTURAL ENGINEER FEES	1000.00

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	195766.77	195766.77	.00	.00
Plan Check Total	.00	.00	.00	.00

TOWN OF SURFSIDE  
BUILDING & ZONING DEPARTMENT/ HOURS 9:00AM - 4:00PM  
9293 HARDING AVENUE  
SURFSIDE, FL 33154  
(305)861-4863

---

Permit Number . . . . .	14-00000509		Page	2
Other Fee Total	9212.80	9212.80	Date	11/12/15
Grand Total	204979.57	204979.57		.00
				.00

---

BUILDING DEPARTMENT CLERK: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_





TOWN OF SURFSIDE

03/23/14 02:10PM

14-509

PERMIT NO.

APPLICATION NO.

AMOUNT DUE

## BUILDING PERMIT APPLICATION

2010 FLORIDA BUILDING CODE IN EFFECT

PERMIT TYPE: (Check one)

- Structural   
  Mechanical   
  Electrical   
  Plumbing   
  Other   
  Roof

JOB ADDRESS: 9540 COLLINS AVE						
OWNER'S NAME: THE SHUL OF BAY HARBOUR INC.						
OWNER'S ADDRESS: 9540 COLLINS AVE.						
CITY: SURFSIDE FL.		PHONE# 305.868.1411	FAX #			
FEE SIMPLE TITLE HOLDER'S NAME:		ADDRESS:				
CONTACT PERSON: YANKIE ANDRUSIER PHONE# 347.723.2731						
EMAIL ADDRESS: YANKIE@ownersrepofmiami.com						
CONTRACTOR: A.V.I. Contractors, Inc. (11/10/15)						
MAIL ADDRESS: 2771 Executive Park Drive Suite 2						
CITY: Weston		STATE FL.	ZIP CODE: 33331			
PHONE # 954-557-6249		FAX # 954-217-1818	EMAIL: Vincent@AviContractorsInc.com			
CERT COMPETENCY: CGC 1508145		STATE REGISTRATION:				
LOT	BLOCK	PRESENT USE:	PROPOSED USE: Synagogue			
FOLIO NUMBER:		SUBDIVISION:				
NO. OF STORIES: 3	OFFICES:	FAMILIES:	BEDROOMS: BATHS:			
TYPE OF WORK:	ADD <input type="checkbox"/>	NEW <input type="checkbox"/>	ALTER <input type="checkbox"/>	REPAIR <input type="checkbox"/>	REPLACE <input type="checkbox"/>	OTHER <input type="checkbox"/>
VALUE OF WORK: (Total all Trades): \$13,687,447.00		SQ. FT. (TOTAL) LINEAR FEET				
DESCRIBE WORK: ONE AND THREE STORIES SOCIAL HALL AND LEARNING CENTER						
ARCHITECT/ENGINEER'S NAME: SETHAPIRO ASSOCIATES						
ADDRESS: 1150 KANE CONCOURSE, BAY HARBOUR, FL 33154						
PHONE# 305.866.7324		FAX# 305.866.7474	EMAIL: jaim@schapiroassociates.com			
MORTGAGE LENDER NAME:						

Ext. 212



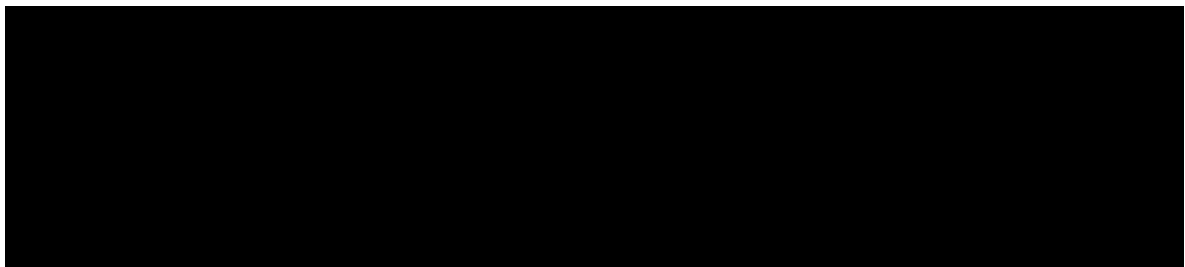
# TOWN OF SURFSIDE, FLORIDA

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## REQUEST FOR PROPOSALS (RFP) POINT LAKE CANAL SUBAQUEOUS WATER MAIN CROSSING TO BISCAYA ISLAND RFP No. #####-##

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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](http://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](http://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 87<sup>th</sup> Terrace, and on the north by 96<sup>th</sup> 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](mailto: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.

<b>Date</b>	<b>Event</b>
_____, 2020	Public Notice
_____, 2020, 2:00 pm	Mandatory Pre-Proposal Conference
_____, 2020	Last day to submit questions/clarifications
_____, 2020	<b>Submission Deadline: Proposal due to Town Clerk no later than 2:00 PM</b>
_____, 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](http://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**

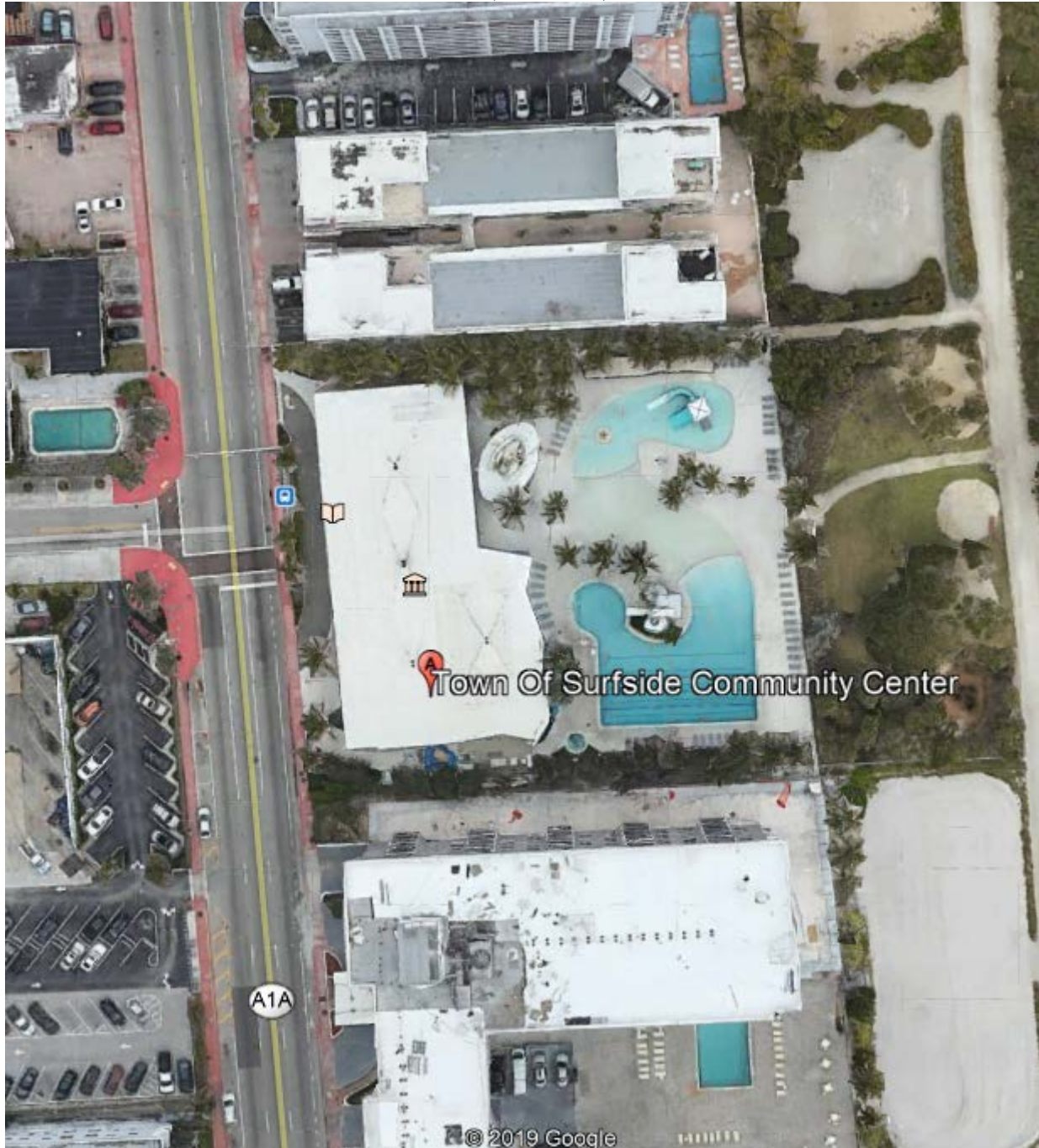
- 7.1 **Costs Incurred by Proposers:** All costs incurred by Proposers, their employees and agents, in preparing a response to this RFP, in clarifying such response to the satisfaction of the Town, in attending any pre-Proposal meetings, or in ascertaining the conditions of the site shall be the sole 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](http://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
<b>Total amount you owe</b>	<b>\$5,747.88</b>

Amount of your last bill	3,198.70
<b>Balance before new charges</b>	<b>\$3,198.70</b>

**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

<b>Electric service amount</b>	<b>2,356.21</b>
Storm charge	-13.94
Gross receipts tax	60.06
Franchise charge	146.85
<b>Taxes and charges</b>	<b>192.97</b>
<b>Total new charges</b>	<b>\$2,549.18</b>
<b>Total amount you owe</b>	<b>\$5,747.88</b>

## Meter Summary

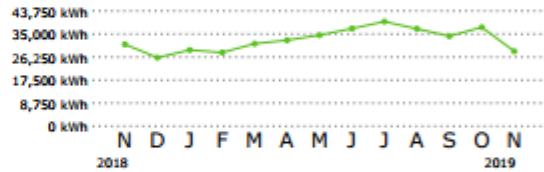
Meter reading - Meter KV58395 Next meter reading Dec 30, 2019  
Current reading 26949  
Previous reading -26712

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](http://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](http://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:

<b>ITEMS</b>	<b>STATUS</b>
Transmittal Letter	
<b>TECHNICAL PROPOSAL</b>	
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**

		<b>Lump Sum / Guaranteed Maximum Price</b>
	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
<b>FLORIDA RESIDENT AGENT</b>	<b>TOWN OF SURFSIDE</b>
<b>Name:</b>	9293 HARDING AVENUE
<b>Address:</b>	SURFSIDE, FLORIDA 33154
<b>Telephone:</b>	Telephone: 305-861-4863
<b>Fax:</b>	Fax: 305-861-1302
<b>PROJECT:</b>	
_____	_____
<b>Proposal Due Date</b>	<b>Bond Number</b>
_____	\$ _____
<b>Bond Date</b>	<b>Penal Sum</b>

[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.

<b>PROPOSER</b>	<b>SURETY</b> <b>(Attach Power of Attorney)</b>
_____ Corporate Name and Seal	_____ Corporate Name and Seal
_____ Signature	_____ Signature
_____ Name and Title	_____ Name and Title
_____ Attest	_____ Attest
_____ Attest	_____ Attest

**Note:** Above addresses shall be used for giving of required notices. Any singular reference to Proposer, Surety, Florida Resident Agent, Town or other party shall be considered a plural where applicable.

1. Proposer and Surety, upon default of Proposer, jointly and severally, bind themselves, and their heirs, executors, administrators, successors and assigns to pay to Town upon default of Proposer the penal sum set forth on the face of this Bond.
2. Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the bidding documents (or any extension thereof granted in writing by Town ) the executed Design Build Agreement and the Bonds and Certificates of Insurance required to be furnished at the time of execution of the Design Build Agreement.
3. This obligation shall be null and void if:
  - A. Town accepts Proposer’s Proposal and Proposer timely complies with the requirements of Section 2 of this Bond, or
  - B. All Proposals are rejected by Town , or
  - C. Town fails to issue a notice of award to Proposer within the time specified in the bidding documents (or any extension thereof granted in writing by Proposer and, if applicable, consented to be Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Proposer and within 30 calendar days after receipt by Proposer and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Town and Proposer, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Proposer and Surety and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Monroe County, Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or Proposal as applicable.

**END OF PROPOSAL BOND**

**FORM "5"**

**STATEMENT OF PROPOSER'S QUALIFICATIONS**

The Proposer, as well as any Subcontractors who will perform at least 20% of either the design or the construction phases of this Project, must be included in this Statement of Qualifications. Information provided on this document and its attachments will be subjectively evaluated by the Evaluation Committee. For purposes of completing this Statement of Qualifications, "Firm" means the Proposer. Design/Build Team means the Proposer and the Subcontractors who will perform at least 20% of either the design or the construction phases of this Project.

Use additional sheets if necessary to fully document responses.

1. List the names of the Proposer's principals and their titles:

---

Firm Name

---

Principal & Title

---

Principal & Title

---

Address

---

City, State & Zip Code

---

Phone

---

Fax

2. Proposer is a:  
 Sole Proprietorship  Corporation  Partnership  Joint Venture  
 Other (Explain):

3. Your Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_  
(If applicable) (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

4. License(s) and Registration(s):

(a) What is the Proposer's primary practice or professional service:

Contractor  Architect  Engineer  Other (explain):

(Attach copies of registrations, licenses, certificates, and other documentation as issued by the State of Florida, Miami-Dade County, or other agency.)

(b) List the name(s) and title(s) of person(s) in your Firm who are authorized to enter into an Design/Build Agreement with the Town of Surfside for the proposed Work should your Firm be the Successful Proposer.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

(c) List Principals and other key personnel licensed in the State of Florida:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Registration Type

\_\_\_\_\_  
Years Registered

\_\_\_\_\_  
Years Employed  
by Proposer

---

Name

---

Registration Type

---

Years Registered                      Years Employed  
by Proposer

---

Name

---

Registration Type

---

Years Registered                      Years Employed  
by Proposer

(Attach copies of registrations, licenses, certificates, and other documentation as issued by the State of Florida, Miami-Dade County, or other agency.)

(d) Remarks:

---

---

---

---

---

5. How long has your Firm been in business under its present name?  
\_\_\_\_\_.

6. Design/Build Team Composition:

(a) List Team Members (Attach additional sheets as necessary):

---

Team Member Name

---

Principal

---

Discipline/Specialty

---

Location

---

Team Member Name

---

Principal

---

Discipline/Specialty

---

Location

- (b) Attach copies of registrations, licenses, certificates, and other documentation as issued by the State of Florida, Miami-Dade County, or other agency.

7. Financial Statements for Proposer:

- (a) Attach audited financial statements for the last three years, or, at a minimum, CPA-reviewed financial statement for the last three years.
- (b) List annual revenues (last three years) and annual net income (Loss) (last three years)

8. Past Experience:

- (a) The Proposer must demonstrate their specific design and construction experience in the United States as presented by their Team, including but not limited to design and construction/installation of photovoltaic systems or similar systems.
- (b) **References:** Detailed description of comparable contracts as they pertain to the Scope of Services similar to that requested in this RFP, which the Proposer and Subcontractor has either ongoing or completed within the past five (5) years. The description should identify for each project: (i) client, (ii) a complete description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the Town of Surfside).



(c) Has the Proposer ever failed to complete a bonded obligation? If yes, provide details including circumstances, where and when, name of bonding company, name and address of owner, and disposition of matter on an attachment to this Form.

Yes  No

(d) Has the Proposer ever been declared non-responsive or defaulted on a previous contract? If yes, provide details including circumstances, identification of the project, and disposition or current status of the matter on an attachment to this Form.

Yes  No

(e) Within the last five years, has the Proposer been involved in a legal matter against the Town of Surfside? If yes, provide details including circumstances, identification of the project, and disposition or current status of the matter on an attachment to this Form.

Yes  No

(f) Within the last five years, has the Proposer been involved in a matter that was arbitrated against the Town of Surfside? If yes, provide details including circumstances, identification of the project, and disposition or current status of the matter on an attachment to this Form.

Yes  No

9. Current Workload:

(a) List current projects (either in design or under construction) including contract amounts, the scope of the project in square feet of construction, the current status or projected date of completion, and notation of whether participation in the project was fully bonded or not. Attach additional sheets as necessary to portray your total current workload.

\_\_\_\_\_

Project

\_\_\_\_\_

Value

\_\_\_\_\_

Square Feet

\_\_\_\_\_

Status

\_\_\_\_\_

Bonded

\_\_\_\_\_

Project

---

Value

---

Square Feet

---

Status

---

Bonded

9. Attachments:

(a) **MANDATORY ATTACHMENTS:**

1. Copy of professional registration and/or Certificates of Authorization issued by the Florida Department of Business and Professional Regulation indicating your Team's qualifications as defined in Section 287.055, Florida Statutes.
2. Copies of professional licenses, registration, certifications, or certificates of competency issued by the Florida Department of Business and Professional Regulation or Miami-Dade County for the Proposer and Team Members.
3. Further Documentation or explanatory materials related to Items 6, 7 (g), 7 (h), and 8.
4. Visual examples of two (2) different projects representative of your Team's work and comparable to the scope of services set forth in this RFP, such as photos of completed buildings or models, reproductions of renderings, plans, drawings or other types of information sufficient to indicate the quality and character of your work. Each submittal must not be larger than 8-1/2 by 11 inches and should include the following information:
  - a. The original estimated construction cost.
  - b. Time duration from the start of design to completion of construction documents.
  - c. Actual cost of construction awarded or completed.

(b) **OPTIONAL ATTACHMENTS:** Attach any brochures, photographs, video or other documentation that may assist in the evaluation of your Team. A complete copy of any optional

attachment must be included with each of the required copies of your Proposal to receive consideration.

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, team, or corporation to furnish any information requested by the Town of Surfside in verification of the recitals comprising this Statement of Proposer's Qualifications.

(c) Proposer's Representations:

1. The Proposer acknowledges that the Town of Surfside is relying upon the Proposer's statements and representations for determining the Proposer's qualifications. Therefore, any misrepresentations, misstatements, or fraudulent statements shall be used, at the Town of Surfside's sole discretion, as a basis for disqualifying the Proposer.
2. The Proposer unequivocally represents that the statements and information provided in response to this qualification statement are truthful.
3. The Proposer and all persons signing on behalf of the bidding person or entity, has the legal authority to bind the Proposer or entity to the statements and representations made in this document.

**SUBMITTED BY**

---

Signature of Proposer

---

Printed Name

---

Title

---

Name of Firm

---

Date

---

Signature of Witness

---

Printed Name

---

Title

---

Name of Firm

---

Signature of Witness

---

Printed Name

---

Title

---

Name of Firm





**FROM “6”**

**TOWN OF SURFSIDE  
Sworn Statement under Section 287.133(3)(a),  
Florida Statutes on Public Entity Crimes**

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with the RFP Contract for Design/Build of the Town of Surfside’ s Community Center Photovoltaic System.
2. This sworn statement is submitted by:

\_\_\_\_\_

(Name of entity submitting sworn statement)

whose business address is:

\_\_\_\_\_

\_\_\_\_\_

Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

(If applicable)

Social Security Number: \_\_\_\_\_

3. My name is: \_\_\_\_\_  
(Print name of individual signing)

and my relationship to the entity is: \_\_\_\_\_

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facia 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)



\_\_\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED.**

**I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ (Proposer/Company name), and on behalf of the corporation and who is personally known to me or has produced \_\_\_\_\_ as identification and who did take an oath.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name of Notary

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_





**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: \_\_\_\_\_  
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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. 911

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** August 11<sup>th</sup>, 2020  
**Subject:** Beachwalk Trimming

---

At the April 7<sup>th</sup> 2020 Special Commission Meeting, Town Administration was directed to provide a plan for the trimming of sea grapes (*COCCOLOBA UVIFERA*) located along the dune preserve areas within the Town of Surfside extents. Currently, the service is performed by Town Landscape Contractor as an additional service not included in maintenance contract. In order to obtain the best possible pricing, the Public Works Department contacted various contractors in order to obtain proposals for services.

After confirming with the Florida Department of Environmental Protection (FDEP), no permit is required for the trimming of sea grapes as long as certain maintenance requirements are met. The Department (FDEP) will exempt maintenance of sea grapes seaward of the Coastal Construction Control Line from the permitting requirements of Chapter 161, Florida Statutes, when the maintenance will not damage or destroy the plant. The Department (FDEP) has determined that the maintenance will not destroy the plant when following the guidelines listed below:

**Shrub(s):**

- Less than 72" in height.
  - No more than one third of the leaf mass of each plant may be removed in a single pruning event or in a single year

**Trees(s):**

- 6' in height, or more.
  - No more than one third reduction in the height of each tree annually,
  - Provided there is no more than one third of the leaf mass removed, annually.
  - Pruning shall not result in plant being reduced to less than six feet in height.

A total of three landscape contractors provided proposals for the trimming of all dune area sea grapes as per provided FDEP guidelines. The companies and their respective proposals were as follows:

1. Brightview Landscaping, \$10,452.00
2. Green Republic, LLC., \$35,200.00
3. Superior Landscaping, \$15,644.05

After reviewing all proposals submitted, Town Administration recommends contracting services with Brightview Landscaping for a total amount of \$10,452.00 for the trimming of existing sea grapes along dune area within Town of Surfside extents as per FDEP guidelines. Funding source for project is Ground Maintenance Account # 001-5000-539-5404. The account has \$16,250.00 allocated for sea grape maintenance.

Reviewed by: RS/HG

Prepared by: HG

Green Republic, LLC  
 15495 Sw 117th St  
 Miami, FL 33196 US  
 7865537381  
 raul@greenrepubliclandscaping.com  
 www.greenrepubliclandscaping.com

# Estimate

ADDRESS
Town of Surfside FL 9293 HARDING AVENUE SURFSIDE, FL 33154

SHIP TO
Town of Surfside FL 9293 HARDING AVENUE SURFSIDE, FL 33154

ESTIMATE #	DATE	
1207	05/07/2020	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>MISCELLANEOUS</b>	86 to 96 and Collins trimming of 33% of seagrapes	80	440.00	35,200.00

Price includes trimming of Seagrapes no more than 33%.  
 No more than 1/3 reduction in the height  
 Pruning.  
 No more than 1/3 leaf mass removal.

**TOTAL** **\$35,200.00**

Accepted By

Accepted Date

## Proposal for Extra Work at Surfside

Property Name	Surfside	Contact	Hector Gomez
Property Address	9293 Harding Ave Surfside, FL 33154	To	Town of Surfside
		Billing Address	9293 Harding Ave Surfside, FL 33154
		Customer PO#	FY2000232
Project Name	Sea grape trimming along Hard Pack MAY AND SEPTEMBER		
Project Description	Trim all lower branches to allow visibility under Sea Grape trees for Surfside Police Department		

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
52.00	HOUR	Arbor Crew- 3 Man Crew	\$201.00	\$10,452.00
1.00	EACH	ALL SEA GRAPE TREES TO BE TRIMMED IN MAY AND SEPTEMBER TO ALLOW FOR VISIBILITY UNDER TREE CANOPY	\$0.00	\$0.00

For internal use only

SO# 7208552  
JOB# 353900077  
Service Line 300

**Total Price** \$10,452.00

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
2711 SW 36 St, Dania Beach, FL 33312 ph. (954) 431-1111 fax



# TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural standards will require a signed waiver of liability.

**Acceptance of this Contract**

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

**Customer**

**Property Manager**

Signature _____	Title _____
<b>Hector Gomez</b>	<b>May 06, 2020</b>
Printed Name	Date

**BrightView Landscape Services, Inc. "BrightView"**

**Account Manager, Senior**

Signature _____	Title _____
<b>Victor Perez</b>	<b>May 06, 2020</b>
Printed Name	Date

**Job #: 353900077**      Proposed Price: **\$10,452.00**  
**SO # 7208552**

**SUPERIOR**

LANDSCAPING & LAWN SERVICE, INC.

P.O. Box 35-0095 · Miami · FL · 33135-0095  
Office (305) 634-0717 · Fax (305) 634-0744  
www.superiorlandscaping.com

Proposal  
Date

25194  
5/12/2020

**Customer/Billing Information**

Town of Surfside Public Work Dept.  
9293 Harding Ave  
Surfside FL 33154  
305-209-2270  
Hector Gomez

**Job Site Information**

Surfside Sea Grapes

33154

**Job Description**

This proposal consist of the following services:

The Town of Surfside to trim all the Sea Grapes in the Dune area as per FDEP guidelines below:

- \* (80) Trees
- \* 6' in height, or more
- \* No more than one third reduction in the height of each tree annually
- \* Provided there is no more than one third of the leaf mass removed, annually
- \* Pruning shall not result in plant being reduced to less than six feet in height
- \* The Sea Grapes are located on the walking path behind the Surf Club project from 88th Street to 96th Street. On Average, trees are approximately 8'-12' in height.
- \* Clean up and removal of all debris generated by this work

**Total Price     \$     15,644.05**

If an item or service is not specifically detailed or included in the proposal provided then it is excluded and has not been not considered for pricing

**Thank you for your consideration of this proposal. If you have any questions, please contact     Julio Lumbi     at (305) 634-0717**

**Guarantee:** Superior Landscaping & Lawn Service, Inc. is not liable or responsible for any loss, repair or replacement of any of the above mentioned due to high winds, hail, lightning storms, heavy rains, vandalism, floods, heat, construction, insect plagues or infestation, inadequate irrigation, tornadoes, hurricanes or other Acts of God.

**ACCEPTANCE OF PROPOSAL**

WHEREFORE, Contractor and Owner, or Owner's Agent, have accepted the scope and terms of this proposal. Owner or Owner's Agent gives express permission to Contractor to enter said property and confirms that it is clear from any hidden danger or defects.

**Owner or Owner's Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contractor:**

Superior Landscaping & Lawn Service, Inc.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Thank you for your business!**



# MEMORANDUM

ITEM NO. 9JJ

**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

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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

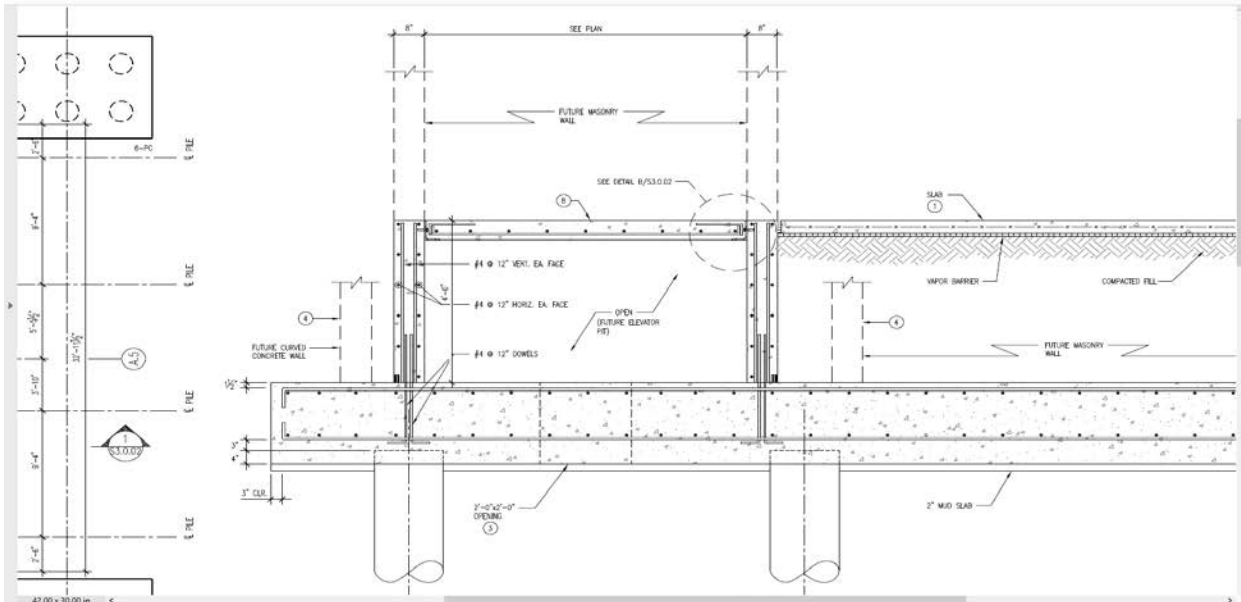


# MEMORANDUM

ITEM NO. 9KK

**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 3<sup>rd</sup> 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 6<sup>th</sup> Edition (2017). Aforementioned details taken from sheet S3.0.02 of the approved plans below.



Reviewed by: MR/RP

Prepared by: MR/RP



# MEMORANDUM

ITEM NO. 9MM

**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 16<sup>th</sup>, 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 90<sup>th</sup> Street to 91<sup>st</sup> Street (northern) and Carlyle Avenue to Dickens Avenue along 91<sup>st</sup> 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

**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
Height	Stories	2	2
	Base Flood Elevation	8 ft	10 ft
Lot	Lot Width (Min)	50 ft	50 ft
	Lot area / dwelling (Min)	8,000 sq ft	8,000 sq ft
Lot	Lot Coverage (Max)	40%	40%
	Minimum FI Area (Min)	2,500 sq ft	No minimum, changed to a maximum square footage for 2 <sup>nd</sup> floors
Setbacks (Min)	Primary	20 ft	20 ft
	Interior side	5 ft	5 ft
Setbacks (Min)	Interior side for lots over 50 ft in width	10% of frontage	10% of the frontage
	Second floor interior side setbacks	No additional setbacks required	An average of 5 – 10 additional feet depending on the size of the 2 <sup>nd</sup> story, not to exceed 80% of the first
Pervious Area (Min)	Rear	20 ft	20 ft
	Secondary (corner only)	10 ft	10 ft
Pervious Area (Min)		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
Height	Stories	2	2
	Base Flood Elevation	8 ft	10 ft
Lot	Lot Width (Min)	50 ft	50 ft
	Lot area / dwelling (Min)	5,600 sq ft	5,600 sq ft
Lot	Lot Coverage (Max)	40%	40%
	Minimum FI Area (Min)	1,800 sq ft	No minimum, changed to a maximum square footage for 2 <sup>nd</sup> floors
Setbacks (Min)	Primary	20 ft	20 ft
	Interior side	5 ft	5 ft
Setbacks (Min)	Interior side for lots over 50 ft in width	10% of frontage	10% of the frontage
	Second floor interior side setbacks	No additional setbacks required	An average of 5 – 10 additional feet depending on the size of the 2 <sup>nd</sup> story, not to exceed 80% of the first
Pervious Area (Min)	Rear	20 ft	20 ft
	Secondary (corner only)	10 ft	10 ft
Pervious Area (Min)		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	
	Accessory	12 ft	12 ft	12 ft	
Lot	Stories	2	2	2	
	Lot Width (Min)	50 ft	50 ft	50 ft	
Lot area / dwelling (Min)	5,000 sq ft	2,500 sq ft	2,000 sq ft	Not Specified	
	Not Specified	Not Specified	Not Specified	Not Specified	
Minimum FI Area (Min)	1,800 sq ft	950 Sq ft	Based on use	Based on use	
	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	
	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	
	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	
Secondary (corner only)	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	
	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)	Maximum frontage	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
	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 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%		



# MEMORANDUM

ITEM NO. 9RR

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 23, 2020  
**Subject:** Stormwater Master Plan

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At the April 28<sup>th</sup>, 2020 Special Commission Meeting, Town Administration was directed to report back to the Commission regarding the Town's statutory requirement for a Stormwater Master Plan. The following information relates to the requirements and uses for Stormwater Master Plan.

- If a municipality operates a stormwater utility (such as the Town does), a stormwater management program is required by FS 403.0891, which includes stormwater master plan for planning and improvement purposes per Rule 62-40.431(3)(d), Florida Administrative Rules. The County requires that National Pollution Discharge Elimination System (NPDES) regulations and best management practices are followed for water quality, which is a stormwater management program, not a stormwater master plan.
- The difference – A Stormwater Master Plan is a planning tool; the management program is a compliance tool.
  - The Stormwater Master Plan considers and models existing flooding areas (often identified by staff and residents) and future conditions (such as sea level rise) in order to:
    - Develop solutions to improve the flooding level of services (LOS)
    - Establish Future goals and regulations.
    - Recommend a capital improvement program that is both technically sound and financially supportable.
    - Provide a foundation for future policy decisions.
    - Incorporate and update the stormwater management plan in order to comply with state and federal National Pollutant Discharge Elimination System (NPDES) regulations.
- Most local governments have a Stormwater Master Plan and update it every 5-10 years to keep it current since it establishes the Capital Improvement Program (CIP) and helps stay in compliance with NPDES requirements.

The Town did commission the completion of portions of the plan (ICPR model) in 2008 as part of the infrastructure rehabilitation project but did not commission the completion of a complete Stormwater Master Plan.

To address the Commissions inquiries regarding costs of the plan, we have compiled the data on Stormwater Master Plan costs from other jurisdictions. These plans were publicly bid and not completed by CGA; they were completed by other engineering firms.

	SqMiles	Price	Year	Years ago	Avg CPI increase	Adjusted CPI Price	\$/SQ Mi
Port Ft Pierce	0.04	\$ 188,663.00	2018	2	2.50%	\$198,214.06	\$5,663,258.98
Bal Harbour Village	0.38	\$ 136,675.00	2014	6	2.50%	\$158,501.10	\$417,108.15
Golden Beach	0.32	\$ 168,800.00	2000	20	2.50%	\$276,598.46	\$864,370.17
Surfside	0.56	\$ 175,980.00	2020	0	2.50%	\$175,980.00	\$314,250.00
Key Biscayne	1.25	\$ 293,000.00	2011	9	2.50%	\$365,916.85	\$292,733.48

Reviewed by: JG/LA

Prepared by: CG

# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Item 13.  
**COMMITTEE MEMORANDUM**

TO: Land Use and Sustainability Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 6, 2020

TITLE: **DISCUSSION: ESTABLISHMENT OF PENALTIES FOR PROPERTY OWNERS ENGAGING IN DEMOLITION BY NEGLECT**

**ACTION REQUESTED:**

**Conclude the item and recommend that the City Commission adopt the attached ordinance.**

**ADMINISTRATION RECOMMENDATION:**

**Discuss the item and recommend that the City Commission adopt the attached ordinance.**

**HISTORY:**

On July 17, 2019, at the request of Commissioner Ricky Arriola, the City Commission referred the discussion item to the Land Use and Development Committee (Item C4 O). The item was discussed at the September 18, 2019 LUDC meeting, and continued to the October 30, 2019 meeting with the following direction:

1. The administration and City Attorney's office will research and provide recommendations regarding a process for imposing proportional fines, development and use reductions, and building registrations.
2. The administration will bring a discussion item to the October 8, 2019 meeting of the Historic Preservation Board for recommendations on posting unsafe structures on the city's website.

On October 30, 2019, the item was discussed and continued to the December 2, 2019 LUDC, with the following direction:

1. The administration and the City Attorney will further evaluate the recommendations noted in the LUDC memo regarding proportional fines and building registry, as well as creating a process for as-built drawings of contributing structures.
2. Recommend that the City Commission refer the proposed amendment to chapter 118, article X, pertaining to a presumption clause, to the Planning Board.
3. The addresses of properties that have both an active unsafe structures violation and have been referred to the Miami-Dade County Unsafe Structures Board by the Building Official will be posted on the City website. This list shall be posted within the Building Department webpage, and the Planning Department webpage shall contain a direct link.

The December 2, 2019 LUDC meeting was cancelled, and the item was moved to the January 21, 2020 agenda of the newly created Land Use and Sustainability Committee. On January 21, 2020 the item was continued to the February 18, 2020 LUSC meeting. On February 18, 2020 the item was continued to March 17, 2020. The March 17, 2020 was cancelled and the item was moved to the May 6, 2020 LUSC agenda.

**ANALYSIS:**

**PLANNING AND LEGAL ANALYSIS**

On October 8, 2019, the Historic Preservation Board discussed the matter and recommended that the City begin the process of posting the addresses of properties that have an active unsafe structures violation and have been referred to the Miami-Dade County Unsafe Structures Board by the Building Official on the City website. The Board also recommended that this information be available on either the Building Department or Planning Department page.

As indicated on October 30, 2019, planning staff and the City Attorney's office have researched and discussed other options to address demolition by neglect in historic districts. The following is an update and summary of these efforts:

1. Fines. The way properties are currently fined is general and not specific to the size of the building. The administration and the City Attorney's office have researched the concept of proportional fines and it appears that it is not pre-empted under State law. The administration and the City Attorney are exploring potential amendments that would result in more proportional fines for larger buildings.
2. Building Registry. The Building Department is researching and evaluating a method to establish a building registry process.

**UPDATE**

The ordinance pertaining to the presumption clause, as previously recommended by the Land Use and Development Committee, is pending before the City Commission and scheduled to be adopted on May 13, 2020. Additionally, a list of unsafe buildings has been posted on the City website, with a direct link from the planning department webpage.

About as-built drawings, as indicated previously, there are a couple of different options; each, however, has a budget impact and would need to be part of a budget enhancement for FY 2021. These include hiring an architectural firm or local University to do built drawings based upon available archival plans and a field assessment. Another potential option would be laser scanning and point cloud files that are then rendered. In those instances where a contributing building is proposed to be replaced or substantially modified, the Architect of record already puts together a detailed set of as-built drawings. Given the current limited need for such drawings on an emergency basis, as well as the potential cost of computer software required, the administration recommends that such a process not move forward at this time.

The administration has reviewed a model building registry ordinance from the City of Riviera Beach, as well as an updated list of abandoned commercial properties, which is color coded based on priority. Also included in the list of properties is the number of stories and the square footage to assist with determining appropriate, proportional fees. The attached draft ordinance, which amends chapter 58 of the City Code, and creates a building registry process specific to Miami Beach. The following is a summary of the key points of the proposed ordinance:

- Terms specific to the proposed Abandoned and Vacant Properties Registry have been defined.
- Division 4 has been created within chapter 58, establishing an Abandoned and Vacant Properties Registry.
- Applicability: All properties within a locally designated historic district are subject to the Abandoned and Vacant Properties Registry. A property must register within 15 days of becoming abandoned or vacant.
- Detailed registration requirements have been developed. This includes a nonrefundable annual registration fee in the amount of two hundred dollars (\$200) per property, as well as a nonrefundable annual fee of thirty cents (\$0.30) per square foot shall be paid for any building or structure that exceed three (3) stories. This tiered approach to assessing fees will have a greater impact on larger structures, which are typically more vulnerable to demolition by neglect.
- A responsibility for compliance section is established, requiring that is the responsibility of the owner to maintain the property in accordance with the provisions in this article.

The administration believes that the proposal herein will create a fair and transparent process for tracking at risk properties within the City's local historic district. Additionally, it will allow for the City to proactively monitor the conditions of the structures, and better enforce the demolition by neglect section of the City Code.

The one section of the legislation that still needs to be worked out is the administering City department for the registry. The administration is discussing this internally, and it is anticipated that this piece of the legislation will be ready for first reading.

**Applicable Area**

Citywide

**Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?**

Yes

**Does this item utilize G.O. Bond Funds?**

No

**Departments**

Planning

**ATTACHMENTS:**

Description	Type
□ <a href="#">Draft ORD - Building Registry</a>	Memo



## ORDINANCE NO. 20 - \_\_\_\_\_

1  
2  
3 **AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF**  
4 **SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF**  
5 **ORDINANCES BY AMENDING SECTION 90-2 “DEFINITIONS” TO**  
6 **AMMEND THE DEFINITION OF LOT COVERAGE TO PERMIT AMEND**  
7 **EXCEPTIONS TO LOT COVERAGE REQUIREMENTS; PROVIDING FOR**  
8 **SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE;**  
9 **PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE**  
10 **DATE.**

11  
12 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
13 Statutes, provide municipalities the authority to exercise any power for municipal purposes,  
14 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

15 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it  
16 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”)  
17 in order to update regulations and procedures for maintain consistency with state law and to  
18 implement municipal goals and objectives; and

19 **WHEREAS**, at its regular Commission meeting on \_\_\_\_\_, the Town Commission directed  
20 staff to evaluate and prepare an ordinance amending the Town’s Code to \_\_\_\_\_; and

21 **WHEREAS**, the Town Commission wishes to amend Section 90-2, of the Town Code to  
22 amend the permitted exceptions to lot coverage regulations; and

23 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town,  
24 held its hearing on the proposed amendment on \_\_\_\_\_ with due public notice and input;  
25 and

26 **WHEREAS**, the Town Commission held its first public hearing on \_\_\_\_\_ 2020, and  
27 recommended approval of the proposed amendments to the Code of Ordinances having complied  
28 with the notice requirements of the Florida Statutes; and

29 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on  
30 these regulations as required by law on \_\_\_\_\_, 2020 and further finds the proposed changes  
31 to the Code necessary and in the best interest of the community.

32 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**  
33 **THE TOWN OF SURFSIDE, FLORIDA<sup>1</sup>:**

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

36 **Section 2. Town Code Amended.** Section 90-2 “Definitions” of the Surfside Town Code  
37 of Ordinances is hereby amended and shall read as follows<sup>1</sup>:

38  
39 **Sec. 90-2. - Definitions.**

40 \* \* \*

41 *Lot coverage:* The percentage of the total area of a lot that, when viewed from above, would be  
42 covered by all principal and accessory buildings and structures, or portions thereof; provided  
43 however that ~~allowable exclusions, as described under "floor area,"~~ the following shall not be  
44 included in determining the building area:

- 45 (1) Uncovered steps and exterior balconies up to a maximum of [redacted] square feet;  
46 (2) Uncovered terraces, patios, breezeways, or porches which are open on two (2) sides;  
47 and  
48 (3) Covered terraces, patios, breezeways, or porches which are open on two (2) sides up  
49 to a maximum of [redacted] square feet.

50 In no event may exempt area exceed [redacted] % of lot size.

51 \* \* \*

52 **Section 5. Severability.** If any section, sentence, clause or phrase of this ordinance is  
53 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding  
54 shall in no way affect the validity of the remaining portions of this ordinance.

55 **Section 6. Inclusion in the Code.** It is the intention of the Town Commission, and it is  
56 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of  
57 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered  
58 to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other  
59 appropriate word.

60  
61 **Section 7. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or  
62 Resolutions in conflict herewith are hereby repealed.

63  
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.

64 **Section 8. Effective Date.** This ordinance shall become effective upon adoption.

65

66 **PASSED** and **ADOPTED** on first reading this \_\_\_ day of \_\_\_\_\_, 2020.

67

68 **PASSED** and **ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

69

70

71 On Final Reading Moved by: \_\_\_\_\_

72

73 On Final Reading Second by: \_\_\_\_\_

74

75

76 **FINAL VOTE ON ADOPTION:**

77 Commissioner Nelly Velasquez \_\_\_\_\_

78 Commissioner Eliana R. Salzhauer \_\_\_\_\_

79 Commissioner Charles Kesl \_\_\_\_\_

80 Vice Mayor Tina Paul \_\_\_\_\_

81 Mayor Charles W. Burkett \_\_\_\_\_

82

83

84 \_\_\_\_\_

85 Charles W. Burkett, Mayor

86

87

88

89 **ATTEST:**

90

91 \_\_\_\_\_

92 Sandra Novoa, MMC, Town Clerk

93

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.

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

96

97 \_\_\_\_\_

98 Weiss Serota Helfman Cole and Bierman, P.L.

99 Town Attorney

DRAFT

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