



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

September 12, 2018

7 p.m.

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

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

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

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

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

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

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**

2. Quasi-Judicial Hearings

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

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

A. Minutes – Sandra Novoa, MMC, Town Clerk

- **August 14, 2018 Special Commission Meeting – Quasi-Judicial Hearing**
- **August 14, 2018 Regular Town Commission Meeting**

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

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

D. Committee Reports – Guillermo Olmedillo, Town Manager

- **July 26, 2018 Design Review and Planning and Zoning Board Meeting Minutes**

E. Florida City Government Week (October 22 – 28, 2018) – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK ON OCTOBER 22 to 28, 2018 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Independent Audit Re-Engagement Resolution – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE ENGAGEMENT LETTER WITH MARCUM LLP FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE ENGAGEMENT LETTER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Resolution Authorizing an Interlocal Agreement with Miami-Dade County to Allow the Town of Surfside, Pursuant to Section 8CC-11 of the Miami-Dade County Code of Ordinances, to Enforce Section 21-81 of the Miami-Dade County Code – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW THE TOWN, PURSUANT TO SECTION 8CC-11 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES, TO ENFORCE SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE; PROVIDING FOR NECESSARY AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. Childhood Cancer Awareness Month Proclamation – Mayor Daniel Dietch

4. Ordinances

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

A. Second Reading Ordinances

1. Modifications to Planning and Zoning Board and Dissolving the Development Impact Committee – Guillermo Olmedillo, Town Manager

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.

2. **Modification to Building Length Requirements to Permit Redevelopment of Existing Structures Destroyed by Acts of God -**
Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-51 "MAXIMUM FRONTAGE OF BUILDINGS AND FACADE ARTICULATIONS." OF "CHAPTER 90 ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS APPLICABILITY OF MAXIMUM BUILDING LENGTH REQUIREMENTS FOR EXISTING BUILDINGS IN THE H30C AND H40 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

3. **Aggregation of Single Family Lots –** Guillermo Olmedillo, Town Manager *[Item to be deferred to October 9, 2018 Regular Town Commission Meeting]*

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

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

B. First Reading Ordinances

1. **Municipal Zoning Equivalence –** Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90, "ZONING," OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO CHANGE THE LIST OF PERMITTED USES IN THE MU AND CF ZONING DISTRICTS, CREATE A NEW MU(30) ZONING DISTRICT PROVIDING THE SAME DENSITY, HEIGHT AND AN EQUIVALENT INTENSITY AS THE H30C ZONING DISTRICT, TO PROVIDE DEVELOPMENT

DENSITY AND INTENSITY EQUIVALENCY DATA FOR MUNICIPAL PROPERTIES, AND TO EXEMPT MUNICIPAL PROPERTY FROM THE LAND DEVELOPMENT REGULATIONS WHILE MAINTAINING EXISTING DENSITY, INTENSITY AND HEIGHT RESTRICTIONS FOR THOSE MUNICIPAL PROPERTIES; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

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

A. Employee Health Benefits Contract Renewal for FY 2018-2019 – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING UNITED HEALTHCARE TO PROVIDE EMPLOYEE HEALTH INSURANCE, GUARDIAN TO PROVIDE DENTAL AND VISION COVERAGE, AND MUTUAL OF OMAHA TO PROVIDE LIFE AND DISABILITY INSURANCE TO TOWN EMPLOYEES FOR FISCAL YEAR 2018/2019; 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. Solid Waste Assessment Resolution – Guillermo Olmedillo, Town Manager

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; AMENDING THE INITIAL ASSESSMENT RESOLUTION; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE. FLORIDA; APPROVING THE ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

7. Town Manager and Town Attorney Reports

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

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

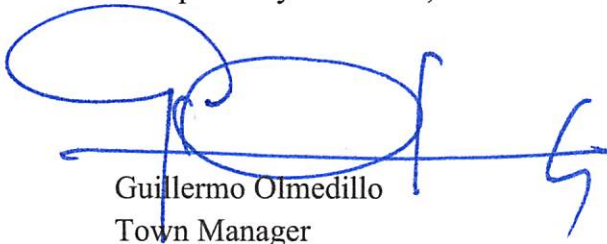
A. Board and Committee Appointments [Verbal]– Sandra Novoa, MMC, Town Clerk

- *Sustainability and Resiliency Committee*
 - *Mayor Daniel Dietch*
 - *Commissioner Barry Cohen*
- *Police Pension Board – At Large*
- *Planning and Zoning Board – At Large*

B. Household Domestic Pet Limit – Mayor Daniel Dietch

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

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

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

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

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

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



**Town of Surfside
Special Town Commission Meeting
Quasi-Judicial Hearing
MINUTES
August 14, 2018
6:00 p.m.**

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

1. Opening

A. Call to Order

Vice Mayor Gielchinsky called the meeting to order at 6:07p.m.

B. Roll Call of Members

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

C. Pledge of Allegiance

Chief Julio Yero led the Pledge of Allegiance.

2. Quasi-Judicial Hearings

A. 303 Surfside Blvd. LLC. – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF SURFSIDE, FLORIDA; APPROVING A SITE PLAN APPLICATION FOR PROPERTY GENERALLY LOCATED AT 303 SURFSIDE BOULEVARD, SURFSIDE, FL, FOR DEVELOPMENT CONSISTING OF FOUR TOWNHOUSE UNITS; PROVIDING CONDITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the resolution.

Town Planner Sinatra presented the item to the Town Commission.

Town Clerk Novoa swore in everyone providing testimony or speaking on the item. Applicant Architect Marco Ruiz spoke on the item and provided a PowerPoint presentation.

Commissioner Cohen made a motion to approve. Commissioner Karukin seconded the motion but had some questions for the applicant.

Commissioner Karukin had questions regarding the drainage

Commissioner Karukin asked where the amenities property was located and if the applicant still owns it. The applicant stated that they have an option to purchase but he doesn't currently own it. He also had questions regarding ingress and egress.

Commissioner Cohen complimented the owner for a great project as one of the Town's residents.

Commissioner Paul asked about the improvement to 91st street as they are not specific on the resolution. How would the demolition of the current structure will be handled? The applicant stated that they will be a LEED silver project.

Construction hours and how would the Town will address the issue. Town Manager Olmedillo stated that the administration would be guided by Town Code.

By consensus, the Commission agreed to make an amendment to the resolution under section 3; subsection 4 to read as follows:

"The Applicant has proffered to contribute to improvements on 91st Street. Those improvements extend along the length of the property."

The applicant agreed to the amendment.

Commissioner Cohen and Commissioner Karukin accepted the amendment. The motion carried 4-0.

3. Adjournment

Respectfully submitted,

Guillermo Olmedillo
Town Manager

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

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY

NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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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
Regular Town Commission Meeting
MINUTES**

August 14, 2018

7 p.m.

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:14 p.m.

B. Roll Call of Members

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

Mayor Dietch arrived at 8:43p.m.

C. Pledge of Allegiance

Police Chief Julio Yero led the pledge of allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Paul reminded the residents to go out and vote for the elections currently underway and to support those candidates that support clean water. She also mentioned that September 7th is the last First Friday Beach Gathering of the season and encouraged everyone to attend.

Commissioner Cohen spoke about his recent surgery. He spoke about beach re-nourishment and the importance of it. He also spoke on the beach erosion and said that it is an emergency and something that the Town needs to see if pressure can be applied federally and state wide for beach re-nourishment.

Commissioner Karukin also spoke about the importance of re-nourishment and asked the Town Manager to give an official status on the beach re-nourishment at the next meeting.

Town Manager Guillermo Olmedillo stated that he will and will also send a memorandum to each Commissioner regarding the status of beach re-nourishment.

E. Agenda and Order of Business Additions, deletions and linkages
No Additions, deletions and linkages

Commissioner Paul requested to pull 3B, page 40, under the Town Manager's Report.

F. Community Notes – Mayor Daniel Dietch

Vice Mayor Gielchinsky read into the record information regarding turtle nesting season and hurricane preparedness and being prepared. He stated that those who wish to receive notification should sign up for the Code Red system. He also spoke briefly about the street sweeper and the elections currently underway.

Vice Mayor Gielchinsky mentioned that on August 29, 2018 at 5:00 p.m., the Police Department will host "Bike Ride with the Chief" which will meet at Town Hall. Coffee with the Cops will be held on August 30, 2018 at 10:00 a.m. at Starbucks on Harding Avenue.

Vice Mayor Gielchinsky stated the next Tourist Event will be held on September 7, 2018 on the Beach on 93rd Street behind the Community Center between 4:00 p.m. and 7:00 p.m.

He also announced that the Public Works Department is collecting recyclables on Thursdays. The Town Dog Park is located on 93rd Street and Byron Avenue and the Rules and Regulations are posted at the park. All pet owners are reminded to pick up after their pets.

G. Scholarship Award to Jorge Cortes – Guillermo Olmedillo, Town Manager
Vice Mayor Gielchinsky read Mr. Jorge Cortes' bio and presented him with a certificate and the scholarship award check.

Mr. Cortes addressed the Commission and thanked them for their generosity.

2. Quasi-Judicial Hearings

No Quasi-Judicial Hearing

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

Commissioner Paul requested to pull 3B, page 40, under the Town Manager's Report.

Commissioner Paul made a motion to approve the consent agenda minus the pulled items. Commissioner Karukin seconded the motion and all voted in favor.

A. Minutes – Sandra Novoa, MMC, Town Clerk

▪ **July 10, 2018 Special Commission Meeting**

▪ **July 10, 2018 Regular Town Commission Meeting**
Approved on Consent

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

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

D. Committee Reports – Guillermo Olmedillo, Town Manager

- April 26, 2018 Design Review Board and Planning and Zoning Meeting Minutes
- June 4, 2018 Tourist Board Meeting Minutes
- June 27, 2018 Planning and Zoning Board Meeting Minutes
- July 9, 2018 Tourist Board Meeting Minutes

Approved on Consent

E. Resolution Approving Agreement with CRS Max Consultants, Inc. for Community Rating System Services - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGREEMENT WITH CRS MAX CONSULTANTS, INC FOR COMMUNITY RATING SYSTEM SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on Consent

F. Approval of Expenditure of General Funds for Renewal of Research Investigative Tool – CLEAR 36-month agreement - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A SOFTWARE SERVICE CONTRACT WITH WEST PUBLISHING CORPORATION FOR ONLINE INVESTIGATION SOFTWARE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on Consent

The below pulled item was discussed at the end of the meeting:

Commissioner Paul spoke regarding Page 40, section 24 – she believes that it would be beneficial to mention what the Commission will be deciding on so that it would bring more public interest.

Duncan Tavares, Assistant Town Manager, spoke regarding a post on the Nextdoor app and the limitations it has and what can be done due to their policies.

Commissioner Cohen asked if they can make better use with Channel 93 because he has noticed there isn't much on there.

Town Manager Guillermo Olmedillo said that many things can be done but it becomes costly. He mentioned that there is an item on the budget regarding better use of Channel 93.

Discussion continued regarding social media and the Town of Surfside.

Mayor Dietch mentioned a charitable donation of \$1,000 for a charity for children at the Bal Harbor Basketball Court. He will obtain the rest of the information to present to the Commission. Commission supported it so long as Surfside children can attend and were in favor of bringing this back to the Commission as an after the fact item for approval.

Vice Mayor Gielchinsky made the motion to donate the \$1,000 to the Bal Harbor Basketball Workshop and to bring it back to the Commission after the fact if it takes place. The motion was seconded by Commissioner Karukin and all voted in favor.

4. Ordinances

A. Second Reading Ordinances

There were no second reading ordinances.

B. First Reading Ordinances

1. Aggregation of Single Family Lots – Guillermo Olmedillo, Town Manager

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

Town Clerk Novoa read the title of the ordinance.

Town Planner Sinatra presented the item to the Town Commission.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Paul.

Commissioner Karukin thanked staff for bringing this item forward as it has been his item and his priority for many years and he was happy to see it on the agenda.

The motion carried 4-0 with Mayor Dietch absent.

2. Modifications to Planning and Zoning Board and Dissolving the Development Impact Committee – Guillermo Olmedillo, Town Manager

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.

Town Clerk Novoa read the title of the ordinance.

Town Planner Sinatra presented the item to the Town Commission.

Commissioner Karukin made a motion to approve. Passing the gavel, Vice Mayor Gielchinsky seconded the motion. The motion carried 4-0 with Mayor Dietch absent.

3. Modification to Building Length Requirements to Permit Redevelopment of Existing Structures Destroyed by Acts of God - Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-51 “MAXIMUM FRONTAGE OF BUILDINGS AND FACADE ARTICULATIONS.” OF “CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADDRESS APPLICABILITY OF MAXIMUM BUILDING LENGTH REQUIREMENTS FOR EXISTING BUILDINGS IN THE H30C AND H40 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the ordinance.

Town Manager Olmedillo presented the item to the Town Commission.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Paul. Motion carried 4-0 with Mayor Dietch absent.

5. Resolutions and Proclamations

(Set for approximately 8:30 p.m.) (Note: Depends upon length of Good and Welfare)

A. A Resolution Expressing Opposition to Offshore Drilling Activities, Including Seismic Airgun Blasting – Commissioner Tina Paul

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, OPPOSING OFFSHORE DRILLING ACTIVITIES, INCLUDING SEISMIC AIRGUN BLASTING; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the ordinance.

Commissioner Paul presented the item to the Town Commission.

Ms. Catherine Uden spoke on the item.

Commissioner Paul made a motion to approve. The motion received a second from Commissioner Karukin. The motion carried 4-0 with Mayor Dietch absent.

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

Vice Mayor Gielchinsky opened Good and Welfare.

No one wishing to speak, Vice Mayor Gielchinsky closed Good and Welfare.

7. Town Manager and Town Attorney Reports

None

8. Unfinished Business and New Business

None

9. Mayor, Commission and Staff Communications

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

- *Sustainability and Resiliency Committee – Mayor Dietch, Vice Mayor Gielchinsky and Commissioner Cohen*

Vice Mayor Gielchinsky requested to defer the item until Mayor Dietch arrives.

Mayor Dietch stated he was not ready at this time to make an appointment.

Town Clerk Novoa advised the Commission that she placed the Sustainability and Resiliency requirements for the board on the dais for each Commissioner.

Vice Mayor Gielchinsky appointed Bertha Goldenberg, under qualification number 1. He explained that she also qualifies under 4 in case any member of the Town Commission has a candidate that only qualifies under number 1.

B. Concession RFP Update [Verbal]- Guillermo Olmedillo, Town Manager
Town Manager Olmedillo presented the item.

Eli Ginsburg spoke on the item and explained that they will not have anyone taking orders on the beach. They might use some type of mobile application. They will also be responsible for cleaning up trash receptacles.

Commissioner Karukin expressed his concerns with the mobile application ordering feature. He also spoke regarding the business plan received and he has concerns with the menu change based on a religious calendar that will affect the Community Center. He believes it should be a set menu regardless of any religious holiday.

Commissioner Paul spoke about the food delivery to the beach and would like to see it kept in the premises and not delivered to the beach.

Mr. Ginsburg stated that quality food will be served every day but without cooking on the holidays that they are not able to. He has conversed with the Towns rabbi and they are working on some innovative ideas to serve pool side acceptable meals.

Ms. Mazliach spoke on the item and stated that they will have snacks similar to Starbucks such as yogurt, cookies, sandwiches every couple of days which do not require cooking.

Commissioner Karukin asked why the menu was not approved by the Parks and Recreation Committee. Parks and Recreation Director Milian stated that the Parks and Recreation Committee was not the selection committee for the RFP. The Committee did have a chance for input related to outside policy and other policies related to the Community Center.

After some discussion, Commissioner Cohen made a motion to approve and direct staff to proceed with the award of the RFP to the applicant and to enter into a lease agreement as required by the RFP. Commissioner Paul seconded the motion and the motion carried 4-0 with Mayor Dietch absent.

C. Benchmarking and Measuring Debt Capacity – Commissioner Michael Karukin
Commissioner Karukin presented the item to the Town Commission.

Commissioner Karukin made a motion to direct the Town Manager to find out how much a debt capacity and benchmarking study would cost. Commissioner Paul seconded the motion.

Vice Mayor Gielchinsky asked if future Commissioners would be able to undo what the current Commission decides to do. Commissioner Karukin responded affirmatively but he still believes that the current Commission should do what's right for the Town and its residents.

Discussion continued on the item.

Mayor Dietch arrived at 8:43 p.m.

The motion carried 4-0 with Commissioner Cohen absent from the vote.

D. "Share the Road Project" Safety and Walkability Proposal – Update –
Commissioner Tina Paul

Commissioner Paul presented the item and showed a PowerPoint presentation.

Town Manager Guillermo Olmedillo explained the concept of the project and the plan should be remitted to Miami-Dade County for approval before the Town can move forward with the project.

Commissioner Paul stated that this will be a trial just like the circle and any other trial project the Town has done.

After some conversation, Commissioner Paul made a motion to proceed with the share the road project and to direct the Town Manager to share the project with the County to receive feedback. Vice Mayor Gielchinsky seconded the motion. The motion carried 4-1 with Commissioner Karukin voting in opposition.

E. Revised Beach Furniture Ordinance – Commissioner Tina Paul
Town Manager Guillermo Olmedillo introduced the item.

Commissioner Paul presented the item and showed a PowerPoint presentation and the points that were in the original ordinances and where the discussion previously ended and since it was a split vote some things could not be added. She would like to have this reconsidered since it was a split vote.

Mayor Dietch stated that the suggested approach is to fit a certain number of chairs inside of a box and should reach a certain height. He suggested that the Commission create what the footprint and dimensions should be and go with volume and focus on a platform that is reasonable and enforceable.

Commissioner Paul gave her presentation and how to present a better aesthetic for the beaches and to not focus on the number of chairs. She spoke about a legal case, Berman vs. Parker, which defines the definition of welfare and the Town struggles with the definition of welfare and she read the definition into the record. She would prefer 20 chairs but would like to get this item finished.

Discussion continued on the item and what the recommendation would be and Commissioner Paul gave her input and her recommendations which were for the hotels preset to be at 10% and overnight storage for no more than 4 feet and the storage at 20 chairs and to consider the chairs for buildings.

Town Attorney was asked if the case law would apply and the Town Attorney stated that any case law could apply but this specific case is not a matter of applying it to this rule; it's a matter of if this regulation is what the Commission would like to adopt and if you believe it is for the good and welfare of the residents. It is up to the Commission to define and decide what is good for the good and welfare of the Town.

Discussion continued regarding item and having a platform.

Mayor Dietch opened the floor to public speakers.

Marianne Meischeid of 9225 Collins Avenue spoke regarding the number of chairs some buildings have, the ordinance not being enforced and storage on the beach.

Arthur Holman, representing Residence Inn, spoke regarding what is currently allowed and what his business needs in order for their guests to enjoy their stay.

Joel Simmonds, representing Grand Beach Hotel, spoke regarding littering on the beach and their request of extra bins from the Town. They also recycle empty chairs and take care of their storage bins and their work on re-nourishment of the beaches and addressed the false accusations and claims made regarding his hotel. They also asked for more chairs.

Jean-Michel Kling, representing Grand Beach Hotel, proposed 150 chairs and their storage footprint would be 300 chairs. He commented that they have a high demand and their chairs should be readily available.

George Kousoulas of 9225 Collins Avenue, spoke regarding the rules and what the ordinance would be requiring and the aesthetics needed. He explained the case law referred and the current ordinance in place and to work and come up with the correct ordinance.

Michael Kashtan, representing the Four Seasons Hotel at the Surf Club, stated that it is very frustrating and that the ordinance was working and now the issue is back and that he is not in agreement with the changes that the Commission wants to make. He stated that they need more chairs because of high season. He spoke about using their own bins for trash and recycling because they need more bins than what they have.

Jeffrey Platt of 9225 Collins Avenue, spoke in opposition the 5-star hotels that have taken over so much property and the hotels and what they are asking for.

Commissioner Paul wanted to see if the Commission can come up with an agreement and spoke regarding the 300 beach chairs the Grand Beach Hotel was asking for.

The Town Commission discussed each line item to discuss what will and will not work.

Vice Mayor Gielchinsky needs more information because he does not have experience in this and feels that the Commission should not get involved.

Mayor Dietch asked Town Manager Olmedillo what should be done.

Town Manager Olmedillo stated what needs to be done and what limitations there should be. He mentioned that he met with hotel operators.

Discussion continued on the specifics of the platform and giving the Town Manager the flexibility to work on this ordinance and the operational plan.

Mayor Dietch asked the Town Manager Olmedillo to come back and give the Commission what the administration's plan is based on what he has heard from not only residents, but beach operators and hotels.

Town Manager Olmedillo is waiting on the changes to the ordinance in order to start enforcing and he will bring an ordinance to the Commission that will be enforceable.

Mayor Dietch withdrew the motion and Vice Mayor Gielchinsky withdrew his second.

Discussion ensued regarding the number of chairs.

Mayor Dietch made a motion to direct the Town Manager to use the ordinance from the last meeting and move those operational items and put them in the operational plan and put in clear standards the changes and adjustments made by the Commission and to bring the new ordinance. The motion was seconded by Vice Mayor Gielchinsky. The motion passed 5-0.

Vice Mayor Gielchinsky made a motion to direct Town Manager Olmedillo to continue his enforcement of the current ordinance to ban overnight storage on beach furniture until further notice. The motion was seconded by Mayor Dietch. The motion passed 5-0.

F. Zoning Code Update [Verbal] - Guillermo Olmedillo, Town Manager
Town Manager Olmedillo presented the item to the Town Commission.

Commissioner Karukin had questions regarding the Comprehensive Plan and his questions were answered by staff.

Discussion and clarifications made by staff and Town Manager.

There was direction given to Town Manager Olmedillo to present an ordinance with the zoning code updates.

10. Adjournment

There being no further business, Commissioner Karukin made a motion to adjourn. The motion received a second from Commissioner Paul. The meeting adjourned at 10:57 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2018

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT

SEPTEMBER 12, 2018

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

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

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

B. 8995 Collins – A site plan was submitted on May 19, 2017. Three DRG meetings were held on June 19, 2017, August 24, 2017, and September 28, 2017. The DIC meeting was held on November 16, 2017. The application was heard at the February 22, 2018 Planning and Zoning Board meeting where it was deferred. Since, it has been deferred five times for different reasons, such as, revision of the traffic analysis, lack of quorum, and the applicant's request for a deferral. The application will be scheduled for a Town Commission meeting, once the Planning and Zoning Board issues its recommendation on September 27, 2018.

C. 9300 Collins – A site plan was submitted on May 31, 2018 for a 207 room hotel development. The plans were reviewed by staff and a DRG meeting was held on June 27, 2018. The applicant has submitted revisions and a second DRG meeting was held on August 30, 2018. Once all DRG technical comments are met, a DIC meeting will be scheduled.

IV. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of August 28, 2018, the total number of active, open cases being managed is 202; of these cases, 109 cases are still under investigation and are working

towards compliance; 4 cases are on-hold; 27 are in the Special Master hearing queue; 1 case is in post-Special Magistrate action status; and 61 cases have been issued liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a quarterly basis.

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

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

- FY 17/18: 87 cases have paid/settled through August 28, 2018 for a total collection of \$27,877.00
- FY 16/17: 117 cases have paid/settled through September 25, 2017 for a total collection of \$40,842.00
- FY 15/16: 152 cases paid/settled for a total of \$137,282.00

Finance Department

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

Police Department


A. August 2018 Significant Incidents/Arrests:

- Auto Burglaries - 08/03/2018: 9300-9500 block of Bay Drive. Six unlocked vehicles were entered at different locations and \$25.00 dollars in bills and coins were stolen. A surveillance video camera captured three male subjects attempting to enter unlocked vehicles.
- Disorderly Conduct and Resisting Officer without Violence Arrest - 08/13/2018 at 2349 hours: 9400 block of Collins Avenue. During a traffic stop, the officer issued a citation. Upon completion, the driver exited his vehicle and began yelling at the officer. The driver ignored the officer's commands to return to his vehicle and resisted arrest.
- Assault on Law Enforcement Officer and Resisting Arrest without Violence Arrest-08/18/2018 at 0234 hours: 9293 Harding Avenue. During a traffic stop at the residence home, the driver's husband began yelling at the officers on scene and threatened to harm the initiating officer. Shortly after, the husband walked into the SPD parking lot approached the officer who issued the traffic violation and made verbal threats. The subject was arrested. His wife was informed of the arrest and drove to the police station where she approached officers cursing, acting belligerent and was ultimately arrested.


B. Traffic Mitigation Program Status Report

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

#	Timeframe	Initiatives	Status	Update(s)
1	Short Term (0 – 6 months)	95 th Street & Harding Avenue (westbound), left Turn lane added. 300 block of 95 th Street (eastbound), right turn lane added.	Closed	On 04-27-2017, the traffic lanes in the 200 block of 95 Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95 Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane. As of 08-22-2017, the traffic flow in the 300 block of 95 th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95 th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95 th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram

				below. 
2		New Stop Signs at all intersections west of Harding Avenue	Closed	Public Works installed stop signs at the following locations: <ul style="list-style-type: none"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west)
3		New Stop Bar Reflectors	Closed	Installed
4		New Speed Bumps	Closed	New speed bumps have been installed at the following locations: <ul style="list-style-type: none"> • 8900 block of Abbott Avenue • 9100 block of Abbott Avenue • 9300 block of Abbott Avenue • 9500 block of Byron Avenue (second speed bump)
5		Revisit Street Closure <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue ○ 	Closed	Town Commission approved a motion against revisiting this item.
6		New Street Closure <ul style="list-style-type: none"> ○ Byron Avenue (northbound) at 88th Street 	In progress	Requires study, Miami-Dade County and Miami Beach approval. On 11-29-17, Town Manager, Chief Allen and Public Works Director attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88 th Street and Byron Avenue. The above meeting resulted in a plan to add curbing to the 88 th Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow

			<p>and area residents which has been a continuous problem.</p> <p>The following traffic modification Project has been developed to improve the traffic flow at 88th Street and Abbott Avenue.</p>  <p>Public Works completed the installation of the pictured vehicular traffic pattern at 88th Street & Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.</p> <p>The 60-day trial period before final approval continues. There have been no traffic accidents reported and no matters of concern have been brought to the attention of the Police Department.</p> <p>This item will be brought before the Town Commission at the May Commission Meeting for final approval.</p> <p>At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88th Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88th Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88th Street will prevent vehicles from traveling north on those avenues from 88th Street.</p>
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				 <p>Public Works has begun work on the new traffic mitigation design on 88th Street & Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p><u>Project completed.</u></p>
7		Loop Detector Installation	In progress	<p>CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05-09-17 meeting.</p> <p>The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p> <p>On August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently</p>

				<p>scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</p> <p>On November 3, 2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88th, 93rd, 94th and 95th Streets. Total cost not to exceed \$14,200.62.</p> <p>On January 29, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</p> <p>On March 8, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 2:00 p.m. The Town has received two bids. The Public Works Department and CGA are evaluating the bids. Once the bids are evaluated and ranked, Town staff will present their recommendation for final bid selection and award to the Town Commission.</p> <p>In a letter dated April 16, 2018, reference Town of Surfside Traffic Signal Modifications ITB No. 2018-01 and CGA Project No. 15-8083, CGA Director of Construction Engineering, Robert McSweeney, provided an analysis of the two bids received for the Surfside Traffic Signal Modification Project and recommendation for award of Contract. Under Power Corp. was the apparent low bidder with a Base Bid of \$109,045.23. Upon review, they found the bid is complete and appropriate for the proposed work. In keeping with the Town to award a Contract to the most responsible and responsive bidder whose bid is in conformance with the Bidding Documents and is in the best interest of the Town, they recommend that the Town of Surfside award the contract for the referenced project to Under Power Corp.</p> <p>At the June 12th, 2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p>
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			<p>CGA has collected traffic counts and completed intersection analysis at the Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street intersections. Next step is to complete new traffic counts and intersection analysis once the traffic loops at all four intersections have been installed. This traffic analysis will be summarized in a memorandum.</p> <p>Public Works Department and CGA held a pre-con meeting. Contractor applied for County permit. A Notice to Proceed (NTP) will be given when contractor has permit. 30 to 45 days for completion after start.</p> <p><u>On 8-8-2018, the awarded contractor, Under Power Corporation, submitted the following permit applications to Miami Dade County:</u></p> <ul style="list-style-type: none"> • <u>Permit No. 2018006371 – Harding Av & 88 St</u> • <u>Permit No. 2018006374- Harding Ave & 93 St</u> • <u>Permit No. 2018006373 – Harding Ave & 943 St</u> <p><u>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had asked for one of the pedestrian signal phases to be modified.</u></p> <p><u>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA.</u></p> <p><u>On 8-23-2018, the revised plans were submitted to the County for permitting by the contractor. It seems that the County has a 12-day turn-around for these permits. Bob McSweeney has been keeping track of the County's review time and the contractor has kept CGA informed every step of this process.</u></p> <p><u>For Harding Avenue and 95th Street, CGA received an email from David Hayes (Miami-Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88th Street, 93rd Street, and 94th Street. Revised plans for</u></p>
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				<u>Harding Avenue and 95th Street will be submitted to Miami-Dade County on Monday 8/27.</u>
8		Install a centerline curb on 95 th Street between Abbott and Byron Avenues	Closed	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
9		Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	Closed	FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.
10		Create Vehicular Circulation Plans for New Construction Projects <ul style="list-style-type: none"> Minimize lane closures 	Closed	MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's to the three jurisdictions was agreed upon. The early notice system has shown an improvement.
11		Evaluate Sidewalk Options	Open	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
12		Install traffic light at 96 th Street & Abbott Avenue Eliminate left hand turn at 96 th Street & Byron Avenue	Closed	Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made congestion worse on 96 th Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins. FDOT will not eliminate the left turn at 96 Street & Byron Avenue.
13		Install a crosswalk at 90 th Street & Harding Avenue (north side)	Open	FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection. The 200 block of 90 th Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90 th

				<p>Street where a curve hindered line of sight for drivers.</p> <p><u>No Turn on Red signage has been installed at 90th Street & Collins Avenue for vehicles traveling eastbound in the 200 block of 90th Street.</u></p>
14		<p>Send demand letters to mapping companies</p> <p>Waze – Free Community-based GPS, Maps & Traffic Navigation App</p>	Closed	<p>The Town became a Participating Member of the Connected Citizens Program. This is the Town's effort to address in real-time reported accidents and improve navigation throughout the Town.</p>
15	Intermediate Term (7 – 18 months)	<p>Create One-Way Streets</p> <ul style="list-style-type: none"> ○ 88th, 89th, 90th and 91st Street between Collins & Harding Avenues 	Closed	<p>A Town meeting was held July 18th, 2017, to present a new traffic pattern plan making 89th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p> <p>The Town Commission approved to conduct a test of a new streetscape design on 89th and 90th Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89th Street traffic moving from east to west and 90th Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green/parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p> <p>The new streetscape testing was initiated December 14, 2018. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</p> <p>At the February 13th, 2018 Town Commission Meeting the Town Administration was granted time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA</p>

				<p>compliance in the pedestrian lanes and to acquire more data on traffic counts.</p> <p>A One-Way Streets Town Hall Meeting was held on March 28th, 2018. Notifications for the March 28th One-Way Streets Town Hall Meeting have been distributed via the following channels:</p> <ul style="list-style-type: none"> Publicly Noticed Meetings and Agenda Packets (Town Commission & Planning & Zoning) Letter mailed to residences on 89th and 90th streets for first meeting held in July (similar to planning & zoning notices) Door hangers to residences on 89th and 90th streets Posted notice at Publix and Starbucks Multiple e-blasts Website notices on the calendar and town news Included in multiple gazette newsletters Channel 93 Nextdoor postings on the Town's page Delivery of meeting notices to residences on 89th and 90th streets for second meeting held in March Surveys on Nextdoor and SurveyMonkey <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p>At the April 10th, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89th Street and 90th Street.</p> <p>On April 16th, 2018, Public Works returned the traffic pattern on 89th Street and 90th Street to two-way traffic west of Harding Avenue.</p>
16		Design 91 st Street Improvements <ul style="list-style-type: none"> Sidewalk, landscaping and buried utilities 	Open	Awaiting the study of walkability by FIU.
17		Road closure of 95 th Street and Abbott Avenue	Closed	On November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95 th Street. The project includes Traffic Analysis and

				<p>Modeling of the road closure at 95th Street and Abbott Avenue. Total cost will not exceed \$20,149.58.</p> <p>On January 29, 2018, the Town Manager held a meeting with CGA Traffic Engineer Eric Czerniejewski, Asst. Town Manager Duncan Tavares, Public Works Director Randy Stokes and Captain Yero to review and discuss the Feasibility Study results.</p>
18	Long Term (19+ months)	Gate the area west of Harding Avenue and create a special taxing district.	Open	This item is provided here as a place holder.

#	Parking / Taxis	Status	Update
1	The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to our Town. The additional loading zones provide a safe location for trucks and other vehicles to deliver goods and services to residents. The total number of single parking spaces added is now 12.	Closed	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 88th Street (4 spaces) effective 06-01-2017 • 100 block of 90th Street (4 spaces) effective upon completion of on-going construction project • 100 block of 92nd Street (4 spaces) effective 06-01-2017 • 100 block of 96th Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone. <p>The additional loading zones are located at the following locations:</p> <ul style="list-style-type: none"> • 100 block of 89th Street - effective 06-01-2017 • 100 block of 94th Street - effective 06-01-2017
2	Taxi Cab Stands added and changed	Closed	<ul style="list-style-type: none"> • The Taxi Cab Stand at 94th Street & Collins Avenue was reduced from (4) vehicles to (2) vehicles. • 94th Street & Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added. • In the 200 block of 92nd Street (North side in front of the Marriott) one metered

			<p>parking space was removed and replaced with a (1) vehicle Taxi Cab Stand.</p> <ul style="list-style-type: none"> • A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue. <p>On 11-15-17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94th Street and Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <p>Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General Manager of the hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.</p>
3	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	Closed	<p>The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation.</p>
4	Ride Share Pick-up & Drop Off	In progress	<p>Background: There has been a proliferation of citizens utilizing Ride Share services such as Uber and Lyft which has impacted the efficient flow of traffic in the Town of Surfside. The operators for these services have been observed picking up and dropping off their customers in the Surfside Business District occupying Town parking spaces</p>


and double parking while picking up or dropping off customers.

The Surfside Police Department recommends that a 90 day "Town of Surfside Ride Share Pick-Up & Drop-Off Trial Program" be conducted in the 300 block of 95th Street on the south-side of the road way encompassing three parking spaces closest to Abbott Avenue. See below picture (Red Box Area).



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

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

			<p><u>Effective 08-13-2018, the Ride Share Pick-Up and Drop-Off location in the 300 block of 95th Street was completed:</u></p> <ul style="list-style-type: none"> • <u>All signs installed (2 signs)</u> • <u>Curb line was painted yellow</u> • <u>Vehicle space lines were painted yellow</u> • <u>UBER Ride Share Company has agreed to add the location to their application</u> <p><u>The Ride Share Trial Program commenced and will be in place until 11-11-2018.</u></p> 
5	<u>Parking Rate Increase for Off-Street Parking (Municipal Parking Lots)</u>	Completed	<p>Town of Surfside Resolution No. 18-2517 was adopted by the Town Commission on 07-10-2018 stipulating a parking rate fee increase from \$1.50 per hour to \$1.75 per hour for all Off-Street (Municipal Parking Lot) spaces.</p> <ul style="list-style-type: none"> • New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018. • Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations. • Effective 07-25-18 at 12:00 pm the \$1.75 Parking rate commenced. Both the Pay Station System and Pay-By-Phone System were updated with the new parking rate for off-street parking. • Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018.

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

- The 17th Citizens Police Academy class began on September 6, 2018 and will conclude on November 15, 2018 with a graduation ceremony. The topics covered include Law, Patrol Operations, Homicide Investigation, Crime Scene Investigation, K-9, SWAT and Marine Patrol. Participants get to experience the police driving range, firearms range, firearms simulator and a visit to the Miami-Dade Fire Rescue Department.
- The Surfside Police Department hosted a community blood drive on September 5 from 12:00 p.m. – 3:00 p.m. The blood mobile was located in the Town Hall lot.
- The monthly Bike with the Chief is September 26 at Town Hall at 5:00 p.m.
- Coffee with the Cops is September 27 at Starbucks at 10:00 a.m.

Respectfully submitted:

by:

Guillermo Olmedillo, Town Manager



Town of Surfside, FL

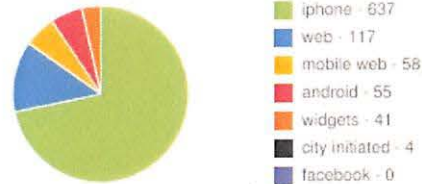
Between Jan 01, 2014 and Aug 20, 2018

912 requests were opened

901 requests were closed

The average time to close was 27.7 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	213	209	23.5
Beach Issue	150	146	23.7
Parking Issue	86	86	3.6
Code Compliance (Violation)	113	112	34.4
Police (Safety Concern)	74	74	8.6
Code Compliance (Safety Concern)	63	63	43.1
Street lights (PW)	40	40	168.8
Construction Issues	32	32	11.1
Utilities (Water/Sewer) (PW)	29	28	11.5
Drainage/Flooding (PW)	18	18	22.9
Solid Waste (Residential) (PW)	17	17	31.9
Dog Stations (P & R)	14	14	5.0
Barking Dog	12	12	20.0
96 Street Park (P & R)	10	10	3.2
Surfside Dog Park (P & R)	8	8	1.1
Community Center (P & R)	7	7	0.1
Solid Waste (Commercial) (PW)	6	6	8.4
Hawthorne Tot-Lot (P & R)	6	5	4.8
Pothole (PW)	5	5	31.7
Beach Patrol	3	3	0.7
Dead Animal	3	3	21.0
Graffiti (PW)	3	3	25.2
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



Town of Surfside, FL

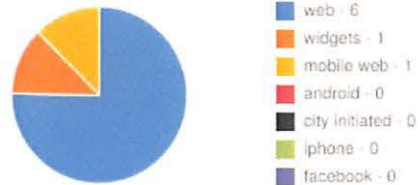
Between Aug 01, 2018 and Aug 20, 2018

8 requests were opened

4 requests were closed

The average time to close was 0.7 days.

Requests by Source



REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Police (Safety Concern)	1	1	0.6
Dog Stations (P & R)	1	1	1.7
Other	2	0	0.0
Solid Waste (Residential) (PW)	1	1	0.0
Utilities (Water/Sewer) (PW)	1	1	0.4
Beach Issue	1	0	0.0
Code Compliance (Violation)	1	0	0.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Code Compliance (Safety Concern)	0	0	0.0
Community Center (P & R)	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	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
Street lights (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



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

TO: Town Commission
FROM: Guillermo Olmedillo, Town Manager
DATE: August 29, 2018
SUBJECT: August Social Media Report

In August, the Town's Public Information Representative continued to monitor and post important notices on Nextdoor in order to keep Surfside residents informed. Refer to Exhibit "A" for Nextdoor updates that took place in August.

Nextdoor provides monthly metrics on the 5th of each month for the previous month to track resident engagement. A summary for August is currently unavailable. However in July, Nextdoor reported a total of 802 verified Surfside residents in the Nextdoor community. The Town's Public Information Representative posted 17 messages over the course of the month, resulting in 2,350 views and 1,910 opened emails.

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

NEXTDOOR POSTS

7/31: Surfside August Gazette – now available...

Extra, extra! Read all about it! The August Town Gazette is out. To learn about the latest happenings in Surfside, be sure to pick up a copy at Town Hall or visit

https://issuu.com/surfsidegazette/docs/gazette-aug2018?utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=Gazette-August2018

8/2: Traffic Alert: Lane closure tonight starting at 9 p.m.

The Town of Surfside wants you to be aware that the Florida Department of Transportation has authorized a double lane closure along the 8900 block of Collins Avenue (SR A1A North) for today (Thursday) from 9:00 p.m. to 5:00 a.m. Surfside Police Officers will be on site to assist with traffic control. Please plan your commute routes accordingly and drive safely. For more information, please call the Surfside Police Department at 305-861-4862.

8/2: Join Surfside's Tourism Board for First Fridays beach party tomorrow, Aug. 3

This is a friendly reminder to join Friday Beach and Surfside's Tourism Board for a Savasana on the Sand-themed First Fridays event tomorrow, August 3. For further details and to RSVP, visit <https://www.eventbrite.com/e/savasana-on-the-sand-tickets-48031358085>.

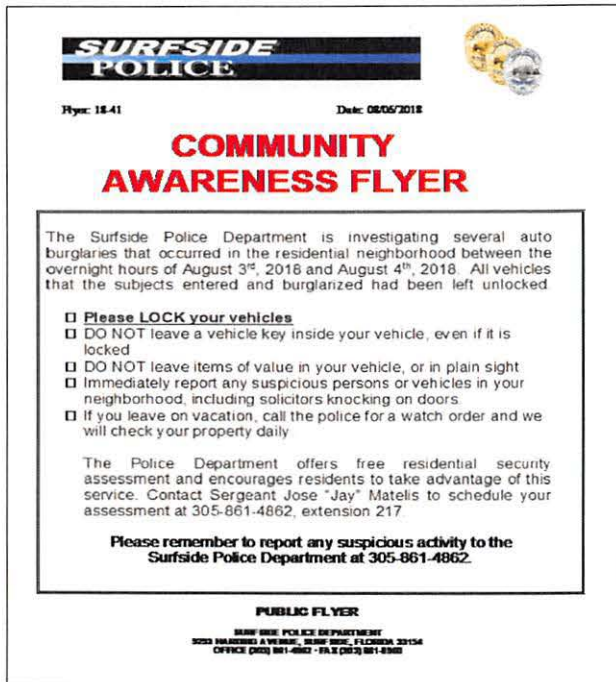
8/6: Sea turtle nesting season update

Sea turtle nesting season is underway and we're happy to report an abundance of activity on our beautiful beach. As a reminder, please steer clear of nesting turtles and leave adult turtles and hatchlings undisturbed. For our residents' convenience, nesting sites are marked by wooden posts and neon orange tape. Refer to the attached flyer.

In addition, the Town's Code Compliance Department continues to monitor the beach for any buildings east of Collins Avenue between 88th Street and 96th Street that appear to be in violation of the new lighting regulations. We appreciate our residents due diligence in reporting excessive lighting. Please know your comments and updates to SeeClickFix are being heard and addressed quickly through the citation of offending properties. Thank you.

8/6: Community Awareness Advisory: Recent Vehicle Burglaries

Please find attached an important notice from the Surfside Police Department regarding recent vehicle burglaries. Thank you!



8/7: "Sargassum harasses South Florida during worst seaweed assault on record"

We came across two recent articles about the spread of sargassum seaweed on our South Florida beaches. Here are web links to both in case interested in learning more:

<http://weatherplus.blog.palmbeachpost.com/2018/08/01/sargassum-harasses-south-florida-during-worst-seaweed-assault-on-record/>

<https://www.miamiherald.com/news/local/environment/article214195509.html>

8/8: Parking Rate Increase for Off-Street Municipal Parking Lot Spaces

During the Town Commission meeting held on July 10, 2018, the Town of Surfside adopted a resolution to increase the parking rate by \$0.25 per hour, from \$1.50 per hour to \$1.75 per hour for all off-street municipal parking lot spaces. Increased maintenance and operational costs necessitate the rate increase. The new parking rate of \$1.75 per hour also is comparable to the hourly rates of surrounding jurisdictions.

Surfside residents may participate in the annual Resident Parking Program and purchase up to three parking permits per household by completing a Resident Parking Permit application found on page 15 & 16 of the current Town Gazette. It is also available at Surfside Town Hall during regular business hours and on the Town website at www.townofsurfsidefl.gov/departments-services/parking.

8/9: Surfside's Citizens Police Academy Registration Is Now Open

The Surfside Police Department's Citizens Police Academy program offers citizens an opportunity to interact with members of the Surfside Police Department, Command Staff, and a view into the police department's inner workings through a series of demonstrations, lectures, and discussions. Each session is facilitated by an expert in the field. The topics covered include Law, Patrol Operations, Homicide Investigation, Crime Scene Investigation, K-9, SWAT and Marine Patrol.

Participants get to experience the police driving range, firearms range, firearms simulator and a visit to the Miami-Dade Fire Rescue Department. The Citizen's Academy encourages residents and members of the department to work together as a team in maintaining a high quality of life within our community.

The Town of Surfside's 17th Citizens Police Academy begins on September 6, 2018 and concludes on November 15, 2018 with a graduation ceremony. Classes will take place on Thursday nights from 6:00 p.m. - 9:00 p.m. Registration is limited and the last day to submit an application for the Citizens Police Academy is August 30, 2018. For registration and further information, please contact Dina Goldstein at (305) 861-4862 or dgoldstein@townofsurfsidefl.gov.

8/13: It's Back to School on August 20 – Drive Carefully

Monday, August 20 is the first day of the new school year, a time when children are at their highest risk of transportation-related injuries from pedestrian, bicycle, school bus and motor-vehicle crashes.

Drivers should use caution as children walk and rides their bikes to school. There will be increased traffic on the roadways with parents dropping off children at school, school buses, school speed zones and traffic enforcement. Please proceed with extra caution especially during school hours.

The Surfside Police Department wants to remind drivers to:

- Slow down
- Eliminate distractions
- Be careful when backing up
- Make complete stops
- Watch for bicycles
- Abide by speed limits especially in school zones

8//14: Regular Town Commission Meeting

Surfside Town Commission will convene tonight for a Regular Town Commission meeting starting at 7 p.m. The meeting will be held in the 2nd floor Town Hall Commission Chambers. All residents are invited to join!

8/15: Mobile DMV in Surfside on Thurs., August 16

Community Outreach Specialists from the Department of Highway Safety and Motor Vehicles will set-up a mobile DMV at Town Hall from 10 a.m. until 2 p.m. in the Commission Chambers tomorrow, Thursday, August 16. For more information, please contact Dina Goldstein at (305) 861-4862 or dgoldstein@townofsurfsidefl.gov.

8/16: Mobile DMV canceled for Thursday, August 16, 2018

Due to unforeseen circumstances, the MOBILE DMV has been canceled for Thursday, August 16, 2018. The DMV services have been rescheduled for Thursday, August 30, 2018 from 10:00 a.m. to 2:00 p.m. in the Police Training Room. We apologize for any inconvenience this may have caused. Thank you. For further information, please contact Dina Goldstein at 305-861-4862.

8/21: Construction Work Times and Prohibited Noise

Did you know Surfside has ordinances that regulate the days and hours of construction work and prohibited noises? All residents, businesses, developers and contractors are required to adhere to and follow the ordinance requirements. To learn more, pick-up a copy of this month's Town Gazette or you can view the ordinance online at www.townofsurfsidefl.gov.

8/23: Primary Miami-Dade County Election on Tues., Aug. 28

Be sure to vote in the primary election for Miami-Dade County. Polls will be open on Tues., August 28 between 7 a.m. to 7 p.m. in the 2nd floor Town Hall Commission Chambers, located at 9293 Harding Avenue.

8/28: Bike with the Police Chief and enjoy Coffee With The Cops - this week!

Join the Surfside Police Department for a spin through town at this Wednesday's (8/29) Bike with the Police Chief, starting at 5 p.m. in the parking lot across from Town Hall. This is an excellent way to meet Police Chief Julio Yero, as well as discuss community matters of importance.

Residents can also participate in Coffee with the Cops, a community-wide initiative that takes place at the Surfside Starbucks on the last Thursday of every month. The next Coffee with the Cops will be held at 10 a.m. this Thursday, August 30. For more information, please contact Dina Goldstein at (305) 861-4862 or email dgoldstein@townofsurfsidefl.gov.

8/29: Sign-up for Surfside's Citizens Police Academy today!

Have you ever wanted to know what it is like to be a police officer? Now is your chance to learn what our men and women in blue do by participating in an interactive Citizens Police Academy. During the 11-week course, residents will interact with members of the Surfside Police Department and Command Staff, plus enjoy a series of exciting demonstrations, lectures and discussions.

Participate in an interactive firearms simulator, go on a ride-along with a police officer, visit Miami-Dade Fire Rescue Department, and much more. The Citizen's Academy is an excellent way for residents to enjoy a behind-the-scenes glimpse into the Surfside Police Department.

Surfside's Police Academy begins September 6, 2018 and concludes on November 15, 2018 with a graduation ceremony. Classes take place Thursday nights from 6:00 to 9:00 p.m. The last day to register is tomorrow, August 30. For registration and further information, contact Dina Goldstein at (305) 861-4862 or dgoldstein@townofsurfsidefl.gov.

8/30: Free Coffee with NBC 6 News Café and Y100 on Fri., September 7 in Surfside

Wake up and join our friends from NBC 6 News Café for free coffee, croquettes and giveaways from 9 to 11:30 a.m. in front of the Surfside Community Center on Friday, September 7. NBC 6 is rolling into Surfside to do a special spotlight on our beautiful Town - and just in time for the next First Fridays beach event! All residents are invited to attend.

You'll have the opportunity to meet NBC Miami's popular morning news crew including co-anchors Sheli Muniz and Roxanne Vargas, along with weatherman Adam Berg and the newest member of the team, Kristin Sanchez. Plus, Y100, Miami's #1 hit music station, will be on-site to conduct giveaways to upcoming concerts and events.

You don't want to miss this exciting opportunity to showcase the Town of Surfside. See you there!



8/31: Town Hall closed in observance of Labor Day on Monday, Sept. 3

In observance of Labor Day, Surfside Town Hall will be closed this Monday, September 3. However, all parks & recreation facilities will be open during regular operating hours.

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2017/2018

AS OF

July 31, 2018

83% OF YEAR EXPIRED (BENCHMARK)

Page

1 of 3

Agenda Date: September 12, 2018

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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GENERAL FUND

REVENUE	\$ 14,123,398	\$14,598,096	97%
EXPENDITURES	10,551,376	\$14,598,096	72%
Net Change in Fund Balance	3,572,022		
Fund Balance-September 30, 2017 (Audited)	8,460,802		
Fund Balance-July 31, 2018 (Reserves)	<u>\$ 12,032,824</u>		

A

TOURIST RESORT FUND

REVENUE	\$ 856,416	\$1,081,553	79%
EXPENDITURES	959,435	\$1,081,553	89%
Net Change in Fund Balance	(103,019)		
Fund Balance-September 30, 2017 (Audited)	469,880		
Fund Balance-July 31, 2018 (Reserves)	<u>\$ 366,861</u>		

B

POLICE FORFEITURE FUND

REVENUE	\$ 30,218	\$78,192	39%
EXPENDITURES	31,431	\$78,192	40%
Net Change in Fund Balance	\$ (1,213)		
Fund Balance-September 30, 2017 (Audited)	164,933		
Fund Balance-July 31, 2018 (Reserves)	<u>\$ 163,720</u>		

TRANSPORTATION SURTAX FUND

REVENUE	\$ 189,541	\$434,250	44%
EXPENDITURES	307,980	\$434,250	71%
Net Change in Fund Balance	(118,439)		
Fund Balance-September 30, 2017 (Audited)	388,363		
Fund Balance-July 31, 2018 (Reserves)	<u>\$ 269,924</u>		

BUILDING FUND

REVENUE	\$ 2,018,089	\$1,657,000	122%
EXPENDITURES	850,208	\$1,657,000	51%
Net Change in Fund Balance	1,167,881		
Fund Balance-September 30, 2017 (Audited)	1,742,910		
Fund Balance-July 31, 2018 (Reserves)	<u>\$ 2,910,791</u>		

CAPITAL PROJECTS FUND

REVENUE	\$ 1,270,423	\$1,552,911	82%
EXPENDITURES	111,820	\$1,552,911	7%
Net Change in Fund Balance	1,158,603		
Fund Balance-September 30, 2017 (Audited)	576,122		
Fund Balance-July 31, 2018 (Reserves)	<u>\$ 1,734,725</u>		

NOTES:

* Many revenues for July 2018 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$6,286,341 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through July 2018 is \$2,502,246 (\$856,416 is the Tourist Resort Fund and \$1,645,830. is the General Fund).

WATER & SEWER FUND

REVENUE	\$ 3,569,681
EXPENDITURES	2,375,796
Change in Net Position	1,193,885
Unrestricted Net Position-September 30, 2017 (Audited)	(3,048,579)
Unrestricted Net Position-July 31, 2018 (Reserves)	<u>\$ (1,854,694) C1</u>

\$3,677,158	97%
\$3,677,158	65%

MUNICIPAL PARKING FUND

REVENUE	\$ 1,065,926
EXPENDITURES	847,370
Change in Net Position	218,556
Unrestricted Net Position-September 30, 2017 (Audited)	811,013
Unrestricted Net Position-July 31, 2018 (Reserves)	<u>\$ 1,029,569</u>

\$1,203,158	89%
\$1,203,158	70%

SOLID WASTE FUND

REVENUE	\$ 1,602,469
EXPENDITURES	1,374,975
Change in Net Position	227,494
Unrestricted Net Position-September 30, 2017 (Audited)	429,743
Unrestricted Net Position-July 31, 2018 (Reserves)	<u>\$ 657,237</u>

\$1,767,886	91%
\$1,767,886	78%

STORMWATER FUND

REVENUE	\$ 527,313
EXPENDITURES	331,714
Change in Net Position	195,599
Unrestricted Net Position-September 30, 2017 (Audited)	3,264,379
Unrestricted Net Position-July 31, 2018 (Reserves)	<u>\$ 3,459,978</u>

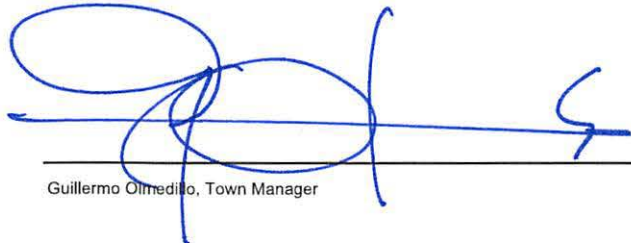
\$691,330	76%
\$691,330	48%

NOTES:(con't)

C1. The reserves balance of (\$1,854,694) is the result of a change in current net position as of July 2018 of \$1,193,885, net position as of September 30, 2017 (Audited) of (\$3,048,579).



Christopher Wallace, Interim Finance Director



Guillermo Olmedillo, Town Manager

Town of Surfside
Fund Balance (Reserves)
7/31/2018

FUND	9/30/2015	9/30/2016	9/30/2017	7/31/2018
General	\$ 5,905,726	\$ 7,368,408	\$ 8,460,802	\$ 12,032,824
Tourist Resort	339,396	363,407	469,880	366,861
Police Forfeiture	113,431	141,755	164,933	163,720
Transportation Surtax	440,662	354,264	388,363	269,924
Building	-	-	1,742,910	2,910,791
Capital Projects	182,903	1,154,352	576,122	1,734,725
Water & Sewer	(2,705,871)	(2,827,890)	(3,048,579)	(1,854,694)
Municipal Parking	1,089,165	1,111,941	811,013	1,029,569
Solid Waste	340,391	245,941	429,743	657,237
Stormwater	4,051,768	3,392,370	3,264,379	3,459,978
Total	\$ 9,757,571	\$ 11,304,548	\$ 13,259,566	\$ 20,770,935



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

TO: Town Commission

FROM: Lillian M. Arango, Town Attorney

CC: Guillermo Olmedillo, Town Manager

DATE: September 4, 2018

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

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

August 6, 2018 - Tourist Board Meeting

August 14, 2018 - Regular Town Commission Meeting

August 14, 2018 - Special Town Commission Meeting (Quasi-Judicial)

August 21, 2018 – Attorney-Client Session

August 30, 2018 - Design Review Group, Design Review Board and Planning & Zoning Board Meeting

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

Commission support:

Attorneys of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We appreciate your support as we continue to work in transitioning the office, fine-tune schedules, evaluate and adjust prior practices. Transitions are always challenging, but often a time to make improvements or adjustments which will improve quality and service.

Staff support:

Members of the firm have met with and provided extensive support to staff, boards and committees with application review, contract and agreement review, negotiation and preparation, unsolicited proposal for public-private partnership (P3) process and Statute. procurement and purchasing (including staff workshop on procurement issues), Request for Proposals for Community Center Food Concession and Marketing Services for the Tourist Bureau, bid documents for traffic improvements, code enforcement and interpretation, attend Code Enforcement Hearings, building permit and enforcement issues, subpoenas, public records requests, research, document review, legal review of various issues, oversight and case management for litigation, and Town Code interpretation and application.

Key issues:

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

- Negotiation and document drafting for several interlocal issues
- Various development and quasi-judicial applications
- Agreement for Interim Finance Director Services
- Unsolicited Proposals (P3) – Abbott Lot and Town Hall Site
- Code of Ethics and Lobbying Code
- Roof Height Ordinance
- Freeboard Ordinance

- Sign Code Amendment Ordinance
- Various Urging Resolutions
- Amendments to the Town's Purchasing Code and Cone of Silence
- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Ethics Ordinance
- Driveway Modifications
- Ordinance Banning Plastic Straws and Resolution Establishing Fees/Fines for Violations
- Solar Panel Permitting Ordinance and Resolution Providing for Waiver of Fees and Expediting of Permit Process
- Ordinance Lifting Prohibition on Surfboards
- Ordinance on Building Lengths and Building Separations
- Ordinance Revising Development Application Procedures
- Ordinance on Marine Turtle Lighting
- Ordinance on Development Approvals Procedures
- Ordinance on Cone of Silence Procurement Process
- Sensible Gun Reform Resolution
- Plastic Bag Ban Legislation and Analysis
- Tourist Board Agreements and Procurement
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Firearm Preemption Lawsuit
- Beach Furniture Ordinance and Regulations
- Comprehensive Plan Amendments
- Parking Waiver Ordinance for Business District
- Solid Waste Service Assessment Ordinance
- PACE District Agreements
- Debris Collection and Disposal Agreements
- Aggregation of Single Family Lots Ordinance

- DIC/DRG/DRB Procedures Ordinance
- Building Length Ordinance & Grandfathering Amendments
- Beach Re-nourishment

Litigation:

Victor May v. Sandra Novoa, Daniel Edward Dietch, Daniel Gielchinsky, Barry Richard Cohen, Michael Karukin, Tina Paul, Guillermo Olmedillo, Weiss Serota Helfman Cole & Bierman, P.L., Alexander Boksner, Christina White, Miami-Dade County Supervisor of Elections, et al. Case No. 2018 – 13373-CA-01, Circuit Court, Eleventh Judicial Circuit, Miami-Dade County, Florida. On August 1, 2018, the Circuit Court dismissed with prejudice all counts in Plaintiff May’s complaint, including election challenges. A Final Judgement was issued on August 17, 2018 in favor of all defendants dismissing the Complaint with prejudice. Plaintiff, Victor May filed a pleading seeking reconsideration of the final judgment, which was denied by the Court on August 30, 2018.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County. Matters which we will continue to work on, some of which you may anticipate in the upcoming months, include issues related to beach re-nourishment, evaluation of unsolicited proposals for the Abbot Lot and Town Hall Parcel, necessary Code amendments in connection with potential development of Town-owned parcels for P3 projects, food and beverage concession agreement for the Community Center, sign code revisions, conceptual parking strategies, ordinance providing for revisions to development application procedures, ordinance restructuring the Design Review Board and Planning & Zoning Board functions, ordinance on building length and separations, sustainability initiatives and legislation, beach furniture regulations and policies, and procurements.



**Town of Surfside
DESIGN REVIEW BOARD/
PLANNING & ZONING BOARD
MINUTES**

July 26, 2018 – 6:00 p.m.

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

DESIGN REVIEW BOARD

1. Call to Order/Roll Call

Chair Lecour called the meeting to order at 6:00 p.m.

Recording Clerk Duval called the roll with the following members present: Chair Lindsay Lecour, Board Member Peter Glynn, Board Member Brian Roller, Board Member Rochel Kramer and Board Member Marina Gershanovich. Vice Chair Judith Frankel and Board Member Jorge Garcia were absent.

New Board Members Rochel Kramer and Marina Gershanovich introduced themselves.

2. Approval of Minutes: April 26, 2018

Board Member Glynn made a motion to approve the minutes. The motion was seconded by Board Member Roller and all voted in favor.

3. Design Review Board Applications:

- A. 9513 Harding Avenue** - The applicant is requesting one (1) illuminated wall sign for the Her Royal Household business. The applicant is proposing a channel letter sign and logo to be illuminated by spotlight per Town Code.

Town Planner Sinatra Gould introduced the item.

Board Member Glynn made a motion to approve with staff recommendations. The motion was seconded by Board Member Roller and all voted in favor.

- B. 9571 Harding Avenue** - The applicant is requesting one (1) illuminated wall sign for the Morelia Gourmet Paletas business. The applicant is proposing a facelit channel letter sign and logo.

Town Planner Sinatra Gould introduced the item.

Board Member Glynn made a motion to approve with staff recommendations. The motion was seconded by Board Member Roller and all voted in favor.

- C. 9257 Carlyle Avenue** - The applicant is requesting to build a 4,373 square foot two-story new home.

Town Planner Sinatra Gould introduced the item.

Architect David Scott Troutman commented that there are plans to install a fence in the front yard.

After some discussion, the Board recommends that there be a condition to install hedges in front of the fence.

Discussion ensued regarding the roof deck.

Board Member Roller made a motion to approve with staff recommendations and the additional Board condition. The motion was seconded by Board Member Glynn and all voted in favor.

- D. 9248 Dickens Avenue** – The applicant is requesting approval to legalize a garage conversion.

Town Planner Sinatra Gould introduced the item.

After some discussion, the Board recommends that landscaping be installed at ground level of the previous garage door area.

Board Member Roller made a motion to approve with staff recommendations and the additional Board condition. The motion was seconded by Board Member Glynn and all voted in favor.

- E. 9072 Carlyle Avenue** – The applicant is requesting approval of a fence and gate along the front property line.

Town Planner Sinatra Gould introduced the item.

The General Contractor for the applicant spoke in regards to the gate for the driveway. Discussion ensued regarding the gate for the driveway.

By consensus, the Board was supportive of the planter and fence but not the gate.

Board Member Kramer made a motion to approve with staff recommendations and the Boards conditions. The motion was seconded by Board Member Gershanovich and all voted in favor.

- F. 700 Surfside Boulevard** – The applicant is requesting approval of a fence along the corner side yard to enclose a pool.

Town Planner Sinatra Gould introduced the item.

Board Member Kramer made a motion to approve with staff recommendations. The motion was seconded by Board Member Glynn and all voted in favor.

4. Quasi-Judicial Application:

- A. 8995 Collins Avenue – Site Plan; Conditional Use for Hotel Pool and Alternative Parking System; Variances for Landscaping and Loading Space Size**

Town Attorney Arango commented that the applicant is requesting to defer this item.

Board Member Glynn made a motion to defer this item to the next scheduled meeting. The motion was seconded by Board Member Roller and all voted in favor.

B. 303 Surfside Boulevard – Site Plan for Four Unit Townhouse Development

Chair Lecour read the process and rulings of a quasi-judicial hearing.

Recording Clerk Duval confirmed that compliance with the advertising notice requirements had been met. Town Attorney Arango asked the Design Review Board and Planning and Zoning Board if anyone had ex-parte communications with the Applicant or any objector. Hearing none, Recording Clerk Duval swore in anyone who wished to speak on the item.

Town Planner Sinatra Gould provided a brief overview of the item. Architect, Marco Ruiz, provided a presentation.

Vice Mayor Gielchinsky arrived at 6:41 p.m.

Chair Lecour opened the public hearing. There being no one wishing to speak, Chair Lecour closed the public hearing.

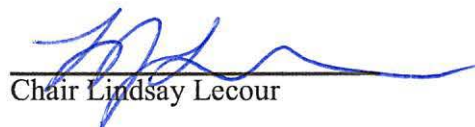
The Board discussed the item and the applicant answered questions posed by the Board. Board Member Glynn had a concern with the elevator electronics and the flooding that may cause damage. Applicant Tarek Kirschen, commented that in the event of a hurricane, the elevator will be moved up to the first or second floor and there will be no equipment at the bottom. There was some discussion on the ingress and egress on Harding Avenue and Board Member Roller recommends that cars are not backing out. Mr. Ruiz commented that they have met all of the visibility triangles with the Florida Department of Transportation (FDOT) and landscape requirements.

Board Member Gershanovich made a motion to approve the site plan and to recommend the Planning and Zoning Board to recommend the site plan to the Town Commission. The motion was seconded by Board Member Kramer which carried 5-0 on roll call vote.

5. Adjournment

There being no further business to come before the Design Review Board, Board Member Glynn made a motion to adjourn the meeting. The motion received a second from Board Member Roller and all voted in favor. Meeting adjourned at 7:01 p.m.

Accepted this 30th day of August, 2018


Chair Lindsay Lecour

Attest:


Sandra Novoa, MMC
Town Clerk



**Town of Surfside
DESIGN REVIEW BOARD/
PLANNING & ZONING BOARD
MINUTES**

April 26, 2018 – 6:00 p.m.
Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

PLANNING & ZONING BOARD

1. Call to Order/Roll Call

Chair Lindsay Lecour called the meeting to order at 7:01 p.m.

Recording Clerk Duval called the roll with the following members present: Chair Lindsay Lecour, Board Member Peter Glynn and Board Member Brian Roller. Vice Chair Judith Frankel and Board Member Jorge Garcia were absent.

2. Town Commission Liaison Report – Vice Mayor Daniel Gielchinsky

Vice Mayor Gielchinsky welcomed Board Member Kramer and Gershanovich to the Board and provided his report to the Board.

3. Approval of Minutes: June 27, 2018

Board Member Glynn made a motion to approve the minutes. The motion was seconded by Board Member Roller and all voted in favor.

4. Quasi-Judicial Application:

A. 8995 Collins Avenue – Site Plan; Conditional Use for Hotel Pool and Alternative Parking System; Variances for Landscaping and Loading Space Size

Board Member Glynn made a motion to defer this item to the next scheduled meeting. The motion was seconded by Board Member Roller and all voted in favor.

B. 303 Surfside Boulevard – Site Plan for Four Unit Townhouse Development

Chair Lecour read the process and rulings of a quasi-judicial hearing.

Recording Clerk Duval confirmed that compliance with the advertising notice requirements had been met. Town Attorney Arango asked the Design Review Board and Planning and Zoning Board if anyone had ex-parte communications with the Applicant or any objector. Hearing none, Recording Clerk Duval swore in anyone who wished to speak on the item.

Chair Lecour opened the public hearing. There being no one wishing to speak, Chair Lecour closed the public hearing.

Board Member Glynn made a motion to recommend the site plan to the Town Commission. The motion was seconded by Board Member Roller which carried 3-0 on roll call vote.

5. Discussion Items:

A. Walkability – Verbal Update

Town Planner Sinatra Gould gave a brief update on Town Manager Olmedillo's behalf.

B. Future Agenda Items

Town Planner Sinatra Gould commented that there will be an item for the Local Planning Agency to discuss regarding single family lots. 8995 Collins Avenue will also be on the next agenda per the request and approval of the Board.

The Board would like to add the following items to the August agenda:

- Fencing and Hedges
- Driveways
- Sidewalk Aesthetics and Crossing on Collins Avenue

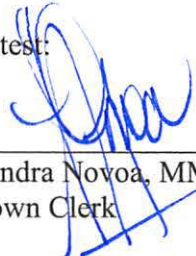
By consensus, the Board would like to meet at 6:00 p.m. in August. The Board would also like to hold all future meetings at 6:00 p.m. moving forward.

7. Adjournment:

There being no further business to come before the Planning and Zoning Board, Board Member Glynn made a motion to adjourn the meeting. The motion received a second from Board Member Roller and all voted in favor. The meeting adjourned at 7:20 p.m.

Accepted this 30th day of August, 2018

Attest:



Sandra Novoa, MMC
Town Clerk



Chair Lindsay Lecour



Commission Communication

Agenda #: 3E

Date: September 12, 2018

Subject: Florida City Government Week: October 22-28, 2018

Objective: The goal of Florida Government Week is to celebrate, showcase and engage citizens in the work of municipal government.

Background: The Town of Surfside is a member of the Florida League of Cities. Florida City Government week is a Florida League of Cities initiative that is held annually in October. This weeklong celebration raises awareness about the importance of municipal government and its daily impact on residents. The goal is to educate citizens on how government runs and to provide insights of what the Town's municipal government provides on their behalf.

This year's theme is **My Town: I'm Part of It, I'm Proud of It.**



Analysis:

Florida City Government week, October 22 – 28, 2018 planned activities for the Town of Surfside include:

- Town Hall tours, followed by an ice cream social
- “Did You Know” fun facts - to be posted on the Town’s website and as Nextdoor posts on behalf of the Town via Public Information Representative
- Coffee with the Cops and Town Manager
- Teen Scene volunteers at the Halloween Spooktacular
- Citizens Police Academy

The **My Town: I’m Part of It, I’m Proud of It** logo and the hashtag **#FLCityWeek** will be used to promote the events, share event reminders and updates.

Budget Impact: \$500 cost for ice cream social and Surfside branded items.

Staff Impact: Existing staff will assist with the planned activities.

Recommendation: It is recommended that the Town Commission adopt the attached resolution approving the 2018 Florida City Government Week to be held October 22-28, 2018.



Guillermo Olmedillo
Town Manager

YSM/LF

RESOLUTION NO. 2018-__

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK ON OCTOBER 22 to 28, 2018 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, municipal government, or city government, is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government provides services and programs that enhance the quality of life for residents and assists in making their community their home; and

WHEREAS, city government is administered for, and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits to the residents they serve; and

WHEREAS, Florida City Government Week on October 22 to 28, 2018 offers an important opportunity for elected officials and local government staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to educate citizens about municipal government through a variety of activities; and

WHEREAS, the Town Commission finds that recognizing and supporting Florida City Government is in the best interests of the Town and its citizens.

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

Section 1. Recitals. The foregoing Recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Recognizing and Encourage Florida City Government Week.

(a) The Town Commission recognizes and encourages all citizens, Town government officials, and employees to participate in events that recognize and celebrate Florida City Government Week on October 22 to 28, 2018.

(b) The Town Commission encourages educational partnerships between city government and schools as well as civic groups and other organizations to educate and inform residents of the benefits of city government.

(c) The Town Commission supports and encourages all Florida City governments to actively promote and sponsor Florida City Government Week.

Section 3. Effective Date. This Resolution shall be effective immediately from and after adoption hereof.

PASSED AND ADOPTED this _____ day of September, 2018.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**

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



Town of Surfside Commission Communication

Agenda Item # 3F

Agenda Date: September 12, 2018

Subject: Independent Audit Re-engagement Resolution

Background: The Town has previously engaged Marcum LLP ("Marcum") to provide annual financial auditing services. The current engagement commitment from the Town has expired. We have asked Marcum to prepare a proposal for additional services for fiscal year 2018-2020 with additional annual options for two more fiscal years.

Marcum has provided the Town with consistently superior services, most recently under fairly difficult circumstances. We also believe that changing auditors for at least the next two fiscal years will be an unnecessary additional burden to the finance staff, due to software conversions and staffing changes. Further, we hope to deliver financial statements by the end of February 2019, but a change in auditors will likely push that date back.

Budget Impact: The Town is required to undertake an annual independent financial audit. The fee will be \$60,800 for the first year, \$63,000 for the second year, and \$64,900 for the third year. Should the Town be required to have a single audit performed because it spent more than \$750,000 in either federal or state grant funds, additional pre-negotiated fees would be required. The only potential grants we would reasonably foresee would be FEMA funds reimbursing the Town for declared disasters.

Staff Impact: None, if the firm is re-engaged. Extra initial audit year work would be a strain on staff resources that are currently stretched thin because of software conversions and staffing changes.

Recommendation: We recommend approval of the resolution that would re-engage the Town's current auditors.


Guillermo Olmedillo, Town Manager


CW

RESOLUTION 2018 - ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE ENGAGEMENT LETTER WITH MARCUM LLP FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE ENGAGEMENT LETTER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) wishes to engage the firm of Marcum LLP for professional auditing services for the fiscal year ending on September 30, 2018; and

WHEREAS, the proposed Auditing Services Engagement Letter with Marcum LLP (the “Engagement Letter”) is attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission finds that the engagement of the auditing firm pursuant to the Engagement Letter, substantially in the form attached hereto as Exhibit “A”, together with such changes as may be required by the Town Manager and/or Town Attorney, is in the best interest of the Town.

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

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

Section 2. **Approval of Auditing Services Engagement Letter.** The Engagement Letter between the Town and Marcum LLP to provide financial auditing services for the fiscal year ending on September 30, 2018, attached hereto as Exhibit “A”, together with such changes

Resolution No. ____

Page 1 of 3

as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization to Fund Expenditure. The Town Manager and Town Officials are authorized to expend budgeted funds to implement the Engagement Letter and the purposes of this Resolution.

Section 4. Authorization and Implementation. The Town Manager and Town Officials are hereby authorized to execute the Engagement Letter and do all necessary things to implement the Engagement Letter and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of September, 2018.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

Resolution No. _____
Page 2 of 3

Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

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



September 4, 2018

Honorable Mayor, Town Commission and Town Manager
 Town of Surfside
 9293 Harding Avenue
 Surfside, FL 33154

Re: Engagement of Marcum LLP

We are pleased to confirm our understanding of the services Marcum LLP ("Marcum," the "Firm," "we," "us" or "our") are to provide Town of Surfside, Florida (the "Town," "you" or "your") for the fiscal year ending September 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the fiscal year ending September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Town's Net Pension Liability and Related Ratios
- 3) Schedule of Town Contributions – Pensions
- 4) Schedule of Changes in Town's Total OPEB Liability and Related Ratios
- 5) Schedule of Town Contributions – OPEB, if applicable
- 6) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to



the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the basic financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards and State Financial Assistance, as applicable
- 2) Combining and Individual Fund Statements and Schedules

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance and Florida Single Audit Act report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the Florida Single Audit Act. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the Florida Single Audit Act and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor, Town Commission and Town Manager.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the Town's attorneys as part of the engagement, and they may bill the Town for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance, if applicable; federal award programs and state projects, if applicable; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the basic financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town's compliance with provision of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will

not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement*, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

As applicable, you are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance) in conformity with the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date the schedule of expenditures of federal awards and state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General including its form and content, is fairly presented in accordance with Uniform Guidance the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation

letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, related notes, and any other nonaudit/nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit/nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

We will make the distribution of our reports and the financial statements to the Honorable Mayor, Town Commission, Town Manager and the finance director. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information

contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

Reproduction of Auditors' Report

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, it is important that you give us timely notice of your intention to issue any such document.

If the Town elects to issue public debt and not have us associated with the proposed offering. We agree that our association with the proposed offering is not necessary providing that the Town agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Town agrees that the following disclosure will be prominently displayed in any such official statement or memorandum.

Marcum LLP has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Marcum LLP, also has not performed any procedures relating to this official statement.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You acknowledge that your confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information.

Background Checks

As a matter of Firm policy, we perform background checks, which may require out-of-pocket expenses, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the audit, including within the one year period prior to the commencement of the year-end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates. Furthermore, we strive to staff your engagement with quality, superbly trained professionals. In recognition of the extensive investment we have made to recruit and develop our personnel, we ask that you agree to the following. In the event that any of our employees accepts a position of employment with your organization, or any of its related parties at any time while we are performing services for you or within one year thereafter, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

Access to Working Papers

The working papers prepared in conjunction with our engagement are the property of Marcum and constitute confidential information subject to the Public Records Laws of the Florida Statutes. These working papers will be retained by us in accordance with applicable laws and with our

Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Third-Party Service Providers

The Firm may, from time to time, and depending on the circumstances, use third-party service providers to assist us with the audit of your financial statements. We may share confidential information about you with the third-party service providers, but remain committed to maintaining the confidentiality of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. Furthermore, the Firm will remain responsible for the work performed by such third-party service providers.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:

This Firm and the Town each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

This Firm and the Town each expressly agree and acknowledge that the Circuit Court of the 11th Judicial Circuit, in and for the Miami-Dade County, Florida, and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of this engagement letter.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of this Firm and/or the Town and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation.

You and we agree that our respective liability to the other arising out of this engagement or services provided shall not exceed the total amount paid for the services, including all direct and indirect charges and out-of-pocket expenses, described herein. This shall be the maximum monetary liability of each party to the other.

No action, regardless of form, arising out of the services under this engagement may be brought by either party more than one calendar year after the date of the last services provided under this engagement.

Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, The Town hereby indemnifies Marcum LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising as a direct result of a known, intentional or willful misrepresentation of fact that is provided by the Town to the Firm for a matter applicable to the services which are the subject of and being provided by the Firm under this engagement letter, regardless of whether such person was acting in the Town's interest. Firm shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Firm's performance or non-performance of the services which are the subject of this engagement letter and any provision of this engagement letter. Firm shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Firm's performance or non-performance of this engagement letter. This foregoing indemnification will survive termination of this engagement.

Other Services

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the Town's with 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters

affecting your Organization. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas. We will be pleased, at your request to attend your Commission meeting(s).

Timeline

Our engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Fees

Our fee for these services will be based on the actual time spent at our discounted hourly rates. Invoices shall be submitted in sufficient detail to demonstrate compliance with this engagement letter. Our discounted hourly rates vary according to the level of the personnel assigned to your engagement. Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due 60 days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on your organization of any delay that results from such non-payment by you.

As a result of our planning process, we believe that the above described professional services can be completed for an estimated fee of \$62,000 (excluding any federal, State or compliance audits noted below) for the fiscal year ending September 30, 2018. The estimate of our fee is based on certain assumptions, including the required assistance described above. To the extent that certain circumstances including, but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

If the Town is required to undergo a single audit in accordance with the Uniform Guidance for the fiscal year ending September 30, 2018, we will discuss with you prior to commencing our procedures to arrive at a new fee estimate.

If the Town is required to undergo a single audit in accordance with the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor general of the State of Florida for the fiscal year ending September 30, 2018, we will discuss with you prior to commencing our procedures to arrive at a new fee estimate.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Town and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you agree with the terms of our engagement, as described in this letter please sign this PDF version of the engagement letter and return it to us and we will send you an executed original.

Michael D. Futterman, CPA is the Engagement Partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This agreement is renewable at the option of the Town. We appreciate the opportunity to be of service to Town of Surfside and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP



Michael D. Futterman, CPA
Partner

MF/cmk

ACCEPTED

This letter correctly sets forth the agreement of Town of Surfside, Florida

Authorized Signature: _____

Title: _____

Date Signed: _____

APPENDIX A

Town of Surfside, Florida Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the Organization's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the Organization, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments are identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.



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

COMMISSION COMMUNICATION

Agenda Item # 3G

Agenda Date: September 12, 2018

Subject: Resolution authorizing an Interlocal Agreement with Miami-Dade County to allow the Town of Surfside, pursuant to Section 8CC-11 of the Miami-Dade County Code of Ordinances, to enforce Section 21-81 of the Miami-Dade County Code.

Background: As a public policy response to matters of overburdened courts, arrests for minor offenses, racial disparities and court costs impacting taxpayers, the Miami-Dade County Board of Commissioners implemented a civil citation program to provide law enforcement with an alternative method for enforcing certain misdemeanor violations under the Miami-Dade County Code of Ordinances.

This countywide program provides municipal law enforcement officers with the discretion of issuing civil violation notices to individuals who commit certain non-violent misdemeanor offenses in lieu of making an arrest or issuing a Promise to Appear (PTA). The program offers law enforcement officers the opportunity and option to educate the public, as well as penalize the offenders, while keeping offenders out of the criminal justice system.

The following are qualifying offenses added to Section 8CC of the Miami-Dade County Code, making them enforceable as civil violation notices:

- Florida Litter Law
- Illegal Use of a Dairy Cases, Egg Baskets, Poultry Boxes or Bakery Containers
- Trespass on property other than a structure or conveyance
- Retail Theft by removal of a shopping cart
- Loitering and Prowling
- Possession of Cannabis (under 20 grams)
- Possession of Drug Paraphernalia

Offenders issued the civil violation notice must pay a civil fine of \$110 dollars or perform community service hours.

Analysis: Participation in the civil citation program would provide the Surfside Police Department with an additional enforcement mechanism and offer the police officer the option to issue a civil violation notice for a number of misdemeanor crimes, and as a result, eliminate time and cost associated with arresting the offender.

A new internal Administrative Directive will be developed to dictate and govern how supervisors and officers incorporate the civil citation program and the use of discretion when issuing civil violation notices for select offenses.

Violators who receive civil violation notices will have the option to appeal the civil violation notice. Miami-Dade County will be responsible for holding any necessary hearings held on appeals. The Town will be responsible for reimbursing Miami-Dade County for the administrative costs relating to hearings held on appeals from violations. If violators request a hearing, but do not appear, then the violator will bear the cost of the hearing. Offenders without the economic means to pay the fine may satisfy the penalty by participating in the Miami-Dade County Diversion Program and complete community service hours in lieu of paying the fine. Once community service is completed, the civil citation is dismissed.

A number of local municipalities have already entered into interlocal agreements with Miami-Dade County, in order to implement this program, such as, the City of North Miami, Aventura, Town of Golden Beach, North Bay Village, Bal Harbour Village, Bay Harbor Islands, Key Biscayne, Indian Creek and the City of Miami.

Budget Impact: As part of the Interlocal Agreement, on a quarterly basis, the Miami-Dade Clerk of the Courts will reimburse the Town of Surfside the collected fines from the issuance of civil violation notices for violations of Section 21-81 of the Code, as set forth in Section 8CC; however, the Clerk of the Courts will deduct 17% to 20% from the fines collected for their administrative costs prior to reimbursement. The Clerk of the Courts will determine the fee collected based on the administrative workload generated by the Town.

Staff Impact: N/A

Recommendation: Staff recommends a motion to approve a Resolution authorizing the Interlocal Agreement with Miami-Dade County, to allow the Town of Surfside, pursuant to Section 8CC-11 of the Miami-Dade County Code of Ordinances, to enforce Section 21-81 of the Miami-Dade County Code.



Guillermo Olmedillo, Town Manager

JY

RESOLUTION NO. 2018- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW THE TOWN, PURSUANT TO SECTION 8CC-11 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES, TO ENFORCE SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE; PROVIDING FOR NECESSARY AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”), being a municipality within Miami-Dade County (the “County”), is entitled to enforce Section 21-81 of the County Code of Ordinances (the “County Code”) by entering into an interlocal agreement with the County pursuant to Section 8CC-11 of the County Code; and

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

WHEREAS, the Town Commission finds that executing an interlocal agreement, in substantially the same form attached hereto as Exhibit “A” (the “Interlocal Agreement”), between the Town and the County for purposes of enforcing Section 21-81 of the County Code is in the best interest of the Town.

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

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

Section 2. Approval and Authorization. The Interlocal Agreement between the Town and the County, substantially in the form attached hereto as Exhibit “A,” is hereby approved, subject to the Town Attorney’s approval as to form, content and legal sufficiency. The Town Manager is authorized to finalize and execute an interlocal agreement, in substantially the same form as attached and to authorize the Town Police Department to enforce the provisions of Section 21-81 of the County Code.

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

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

PASSED AND ADOPTED this 12th day of September, 2018.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC,
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

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

**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
THE TOWN OF SURFSIDE, FLORIDA
FOR THE ENFORCEMENT OF SECTION 8CC OF THE MIAMI-DADE COUNTY
CODE AS IT RELATES TO SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE**

This Interlocal Agreement ("Agreement") is made and entered this ____ day of _____, 2018, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and the TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation (hereafter "TOWN").

WITNESSETH

WHEREAS, Section 21-81 of the Code of Miami-Dade County ("Code") applies to all municipalities in the County and is enforced, in part, through civil penalties under Section 8CC of the Code; and

WHEREAS, municipalities in the County may enforce the provisions of Section 21-81 of the Code, pursuant to Section 8CC-11 upon the adoption by the County and municipalities of an interlocal agreement which contains (1) the sections of the Code which the municipality is entitled to enforce, (2) the job title of the agents of the municipality authorized to perform the enforcement functions, (3) the amount reimbursable to the County for administrative costs, (4) the amount of revenue reimbursable to the municipality from any fine collected, (5) an agreement to indemnify and hold the County harmless from and against any liability, actions or causes of actions related to the municipality's enforcement, and (6) contain a term not to exceed three (3) years; and

WHEREAS, the parties agree that it is in their mutual best interests and the best interests of the citizens of the COUNTY and the TOWN to have the TOWN enforce the provisions of Section 21-81 of the Code through Section 8CC,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with Section 8CC-11 of the Code, the parties covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The TOWN is authorized to enforce Section 21-81 of the Code in accordance with the provisions of Section 8CC of the Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code for violations of Section 21-81(d)1 through and including 21-81(d)7 of the Code, within its municipal boundaries. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit, supersede, or remove the independent authority of the COUNTY to enforce such provisions.

II. AUTHORIZED AGENTS

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

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

The TOWN shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as outlined in Section I above and shall also be responsible for reimbursing the County for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. Such funds shall be payable to Miami-Dade County within thirty (30) days of receipt of an invoice for such services.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE TOWN FROM THE FINE COLLECTED

The CLERK OF COURTS will reimburse on a quarterly basis to the TOWN the fines collected from the issuance of civil violation notices for violations of Section 21-81 of the Code as set forth in Section 8CC. Prior to the reimbursement, the CLERK OF COURTS will deduct 17% - 20% from the fines collected for their administrative costs of processing the civil violation notices. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the COUNTY shall keep the entire processing fee paid by the violator.

V. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period the COUNTY and the TOWN may enter a new interlocal agreement as required by section 8CC-11 of the Miami-Dade County Code in order for the TOWN to continue its enforcement efforts.

VI. TOWN INDEMNIFICATION

Subject to the limitations set forth in Section 768.28, F.S., and all applicable laws, the TOWN shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action or damages of any nature whatsoever, arising from the act, omission or performance or failure of performance of the TOWN or the TOWN'S agents, contractors, servants and employees hereunder relative to the enforcement of the provisions of Section 21-81 of the Code pursuant to Section 8CC of the Code. The TOWN shall defend the COUNTY in any action including any action in the name of the COUNTY.

VII. DEFAULT

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

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

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

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

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the TOWN. Provided, however, that the TOWN shall give the COUNTY a period

of thirty (30) days after receipt of written notice from the TOWN of said default to cure any County Default unless the TOWN determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the TOWN's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.

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

VIII. CANCELLATION

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

IX. GOVERNING LAW

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

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The

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

XI. HEADINGS

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

XII. RIGHTS OF OTHERS

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

XIII. REPRESENTATION OF THE TOWN

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

XIV. REPRESENTATION OF COUNTY

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

XV. WAIVER

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

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

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

XVII. NOTICE

Notices to TOWN provided for herein shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

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

with copy to:

Lillian Arango, Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested,
postage prepaid addressed to:

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

with copy to:

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

Or such other respective address as the parties may designate to each other in writing from time
to time.

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

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
Carlos A. Gimenez
County Mayor

Approved as to form and legal
sufficiency:

Christopher A. Angell
Assistant County Attorney

ATTEST:

TOWN OF SURFSIDE, FLORIDA
a Florida Municipal Corporation

By: _____
Sandra Novoa, Town Clerk

By: _____
Guillermo Olmedillo, Town Manager

Approved as to form and legal
sufficiency:

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



**Town of Surfside
Town Commission Meeting
September 12, 2018
7:00 pm**

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

PROCLAMATION COVER MEMORANDUM

Title: Childhood Cancer Awareness Month Proclamation

Submitted By: Daniel Dietch, Mayor

Objective: That the Surfside Town Commission approve the enclosed proclamation designating the month of September as “Childhood Cancer Awareness Month.”

Consideration: September is National Childhood Cancer Awareness Month. Surfside last issued a similar proclamation in 2013.

Unfortunately, finding a cure for childhood cancer requires more research and more funding. The following are a few facts about childhood cancer that you may not be aware of:

- Childhood cancer is the #1 cause of death by disease in children, more than Asthma, Diabetes, Cystic Fibrosis & Pediatric HIV/AIDS combined.
- Every year, approximately 16,000 kids are diagnosed with childhood cancer in the U.S.
- 1 in every 285 children in the U.S. will be diagnosed with cancer before the age of 20
- Each year over 3,000 children die from cancer.
- Pharmaceutical companies fund over 50% of adult cancer research, but virtually nothing for children.
- Less than 4% of the National Cancer Institute's federal budget goes to Childhood Cancer Research. That's only 4% for ALL 12 types of Pediatric Cancers combined.

At the request of the Mystic Force Foundation, a 501(c)(3) non-profit public charity dedicated to raising awareness and funds for childhood cancer research, I am sponsoring the enclosed proclamation designating the month of September as “Childhood Cancer Awareness Month.” Additional information can be found here: www.MysticForceFoundation.com.



TOWN OF SURFSIDE
PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN
REQUEST FORM
OFFICE OF THE TOWN CLERK

Request for: Proclamation ___ Certificate ___ Key ___ Brick ___ (check one)

Town Clerk's Office
08/31/2018
Sandra Novoa
Received

Date of Request: August 31, 2018

Name of Requestor: Daniel Dietch

Organization: Town of Surfside

Address: 9293 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: (305) 861-4863 / ddietch@townofsurfsidefl.gov

Name of Individual / Organization to be honored: Mystic Force Foundation

Title for Proclamation or Certificate: Childhood Cancer Awareness Month

Date of Recognition: September 12, 2018

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

See attached.

Document is to be:

- Presented at a Commission Meeting in 9/18 (month / year)
- Presented at the following event _____ (*Please attach event information to the request form*)
- Picked up by _____ on _____ (date)

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes _____ No _____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____



Childhood Cancer Awareness Month Proclamation

Whereas, families, caregivers, charities, and research groups across the United States, as well as our National Government are observing the month of September as “Childhood Cancer Awareness Month” to memorialize the young lives that have been taken too soon; and

Whereas, nationally, each year tens of thousands of children face the battle of cancer with incredible bravery and inspiring hope; and

Whereas, according to the American Cancer Society, approximately 10,20000 children under age 15 will be diagnosed with cancer in 2017; and

Whereas, after accidents, cancer is the second leading cause of death in children ages 1 to 14; and

Whereas, although survival rates for some forms of childhood cancers have risen sharply over the past few decades, cure rates for many forms of the disease remain less than 50 percent; and

Whereas, the incidence of childhood cancer crosses the boundaries of racial, ethnic, geographic, and social backgrounds; and

Whereas, the State of Florida recognizes the devastating effects of childhood cancer on the residents of this state; and

Whereas, this month, we honor the children of Florida fighting this disease, their families and caregivers, the researchers, healthcare professionals, concerned citizen advocates, and private philanthropies who collaborate to provide hope and assistance to the children and their families affected by childhood cancer.

*Now, Therefore, the Town of Surfside does hereby declare September 2018 as **Childhood Cancer Awareness Month***

In witness thereof I have hereunto set my hand this 12th day pf September 2018

*Daniel Dietch, Mayor
Town of Surfside, Florida*



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

COMMISSION COMMUNICATION

Agenda Item # – 4A1

Date – August 14, 2018/ September 12, 2018

Subject – Modifications to Planning and Zoning Board and Dissolving the Development Impact Committee

Background – The following ordinance changes include code amendments to abolish the Design Review Board and incorporate its functions into the Planning and Zoning Board duties and to dissolve the Development Impact Committee and incorporate the function of the committee into the existing Development Review Group.

Modifications to Planning and Zoning Board:

The Design Review Board (DRB) has had numerous quorum challenges. In addition to the Planning and Zoning Board (PZ) members, the DRB includes two specifically appointed DRB members. One of the two specifically appointed DRB members must be present at each meeting to make a quorum. The proposed modification is to absorb the DRB functions into the PZ and to expand PZ by two alternate members. These two members will only be able to vote if one of the regular members of PZ are absent, however, they will be able to participate in the discussions for any of the agenda items.

Dissolving the Development Impact Committee:

The Development Impact Committee (DIC) is a staff committee whose role is to determine impacts the project may have on the Town. The Town also has a staff Development Review Group (DRG), with the goal of reviewing the technical aspects of a project. The two meetings and reviews are similar and should be combined for consistency and to reduce duplication. The functions of DIC would be incorporated into the functions of the DRG.

Staff Recommendation – Based on the direction from Commission to consolidate the DRB and PZ and expand the PZ, staff has prepared the attached ordinance. As recommended above, and because the issues are intertwined in the same sections of the Code we have also incorporated recommended changes to dissolve the DIC and incorporate the functions performed by DIC into the DRG. Staff recommends approval on first reading.


Guillermo Olmedillo, Town Manager


SSG

ORDINANCE NO. 18 - _____

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 _____; and

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

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

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

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

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

* * *

DIVISION 1. - PLANNING AND ZONING BOARD

Sec. 90-14. - Created.

There is created a town planning and zoning board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 90-17. - Powers and duties.

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

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

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

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

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

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

~~(a)~~ *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.

(c) 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 ____ day of _____, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



Town of Surfside Commission Communication

Agenda Item: 4A2

Agenda Date: August 14, 2018 / September 12, 2018

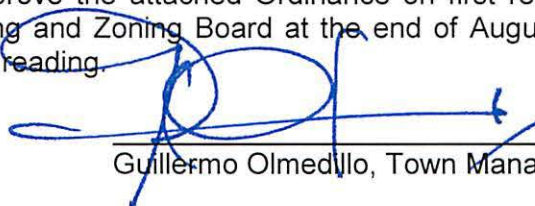
Subject: Modifications to Building Length Requirements to Permit Redevelopment of Existing Structures Destroyed by Acts of God

From: Guillermo Olmedillo, Town Manager

Background: On May 8, 2018, the Town Commission adopted regulations setting maximum building lengths and minimum building separations in the H30C and H40 zoning districts facing Collins and Harding Avenues. At the time of adoption, the Commission directed staff to draft Code revisions to clearly preserve and codify the redevelopment rights of existing buildings which would not be subject to the newly adopted building length and separation requirements if they were destroyed.

The attached ordinance allows existing buildings in the H30C and H40 zoning district to be repaired or rebuilt according to their existing, approved site plans if they are damaged or destroyed by fire, natural disaster, or other act of God instead of being required to comply with the new building length and building separation requirements. This exemption applies only in the event of fire, natural disaster, or other act of God and would not apply if a property owner independently chose to redevelop their property.

Staff Recommendation: Review and approve the attached Ordinance on first reading. The Ordinance will be reviewed by the Planning and Zoning Board at the end of August and then return to the Town Commission for second reading.



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 18 - _____

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA
AMENDING SECTION 90-51 “MAXIMUM FRONTAGE OF
BUILDINGS AND FACADE ARTICULATIONS.” OF
“CHAPTER 90 ZONING” OF THE TOWN OF SURFSIDE
CODE OF ORDINANCES TO ADDRESS APPLICABILITY
OF MAXIMUM BUILDING LENGTH REQUIREMENTS FOR
EXISTING BUILDINGS IN THE H30C AND H40 ZONING
DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING
PROVISIONS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN THE CODE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

5 **WHEREAS**, on May 8, 2018, the Town Commission adopted regulations setting
6 maximum building lengths and minimum building separations in the H30C and H40 zoning
7 districts facing Collins and Harding Avenues; and

8 **WHEREAS**, at the time of adoption, the Commission directed staff to draft Code
9 revisions to clearly preserve and codify the redevelopment rights of existing buildings which
10 would not be subject to the building length and separation requirements adoption on May 8,
11 2018; and

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

14 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
15 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a
16 duly noticed hearing on _____, 2018; and

17 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing
18 on these regulations as required by law on _____, 2018; and
19

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

22
23 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
24 **THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

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

27 **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,
28 Section 90-51 “Maximum frontage of buildings and facade articulations “ of Chapter 90
29 “Zoning” is hereby amended as follows¹:

30 Sec. 90-51. - Maximum frontage of buildings and facade articulations.

31 90-51.1 Continuous wall frontages.

32 (1) Continuous wall frontages in the H120 district shall not exceed 150 feet in length

33 (2) Continuous wall frontages in the H30C zoning district shall not exceed 90 feet in length,
34 subject to the following:

35 a. There shall be a minimum building separation of 12 feet between buildings on the
36 same property.

37 b. The building facades facing each side of the separation area shall provide a minimum
38 of 10% wall openings per façade and a minimum two-foot area for plantings along
39 each façade.

40 c. Buildings may have a one-story (fifteen feet in height or less) connecting floor or
41 breezeway located on the ground floor between the separated buildings, provided
42 such connection is set back a minimum of 15 feet from the front building line.

43 (3) Continuous wall frontages in the H40 zoning district shall not exceed 150 feet in length,
44 subject to the following:

45 a. There shall be a minimum building separation of 17 feet between buildings on the
46 same property.

47 b. The building facades facing each side of the separation area shall provide a minimum
48 of 10% wall openings per façade and a minimum two-foot area for plantings along
49 each façade.

50 c. Buildings may have a one-story (fifteen feet in height or less) connecting floor or
51 breezeway between the separated buildings located on the ground floor, provided
52 such connection is set back a minimum of 15 feet from the front building line.

¹ Additions to text are shown in underline. Deletions to text are shown in ~~striketrough~~.

- (4) In the event property is developed with lot frontage facing Harding Avenue and Collins Avenue, no wall frontage facing Harding Avenue or Collins Avenue shall exceed 150 feet in length, subject to the following:
- a. There shall be a minimum building separation of 17 feet between buildings on the same property and the building separation shall run from Harding Avenue directly through to Collins Avenue.
 - b. The building facades facing each side of the separation area shall provide a minimum of 10% wall openings per façade and a minimum two-foot area for plantings along each façade.
 - c. Buildings may have a one-story (fifteen feet in height or less) connecting floor or breezeway between the separated buildings located on the ground floor, provided such connection is set back a minimum of 15 feet from the front building line.
- (5) In lieu of providing all building separations required in the H30C and H40 districts, a building may provide a building separation equivalency area as follows:
- a. The total sum of the provided building separation equivalency areas shall not be less than the sum of the total building separation areas that would be required if the separations required in subsections (2), (3), or (4) above, as applicable, were instituted.
 - b. Building separation equivalency areas shall be no more than 250 feet apart.
 - c. Any building separation for a property that fronts on both Harding Avenue and Collins Avenue shall run from Harding Avenue directly through to Collins Avenue.
 - d. The building facades facing each side of the separation area shall provide a minimum of 10% wall openings per façade and a minimum four-foot area for plantings along each façade.
 - e. Buildings may have a one-story (fifteen feet in height or less) connecting floor or breezeway between the separated buildings located on the ground floor, provided such connection is set back a minimum of 15 feet from the front building line.
- (6) Structured parking garages: see section 90-49.4.
- (7) Buildings within a district designated as a historic district per Miami-Dade County shall be excluded from these requirements.
- (8) Structures located in the H30C or H40 zoning district which existed on May 8, 2018 and which are destroyed or damaged by fire, flood, windstorm, natural disaster or similar event, shall be exempt from the requirements of paragraphs (2), (3), (4) and (5) of this Section, provided the structure(s) are repaired or rebuilt in compliance with their existing, previously approved and built site plans and, except as exempted by this paragraph, the requirements of Section 90-31 of this Code.

* * *

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 _____ day of _____, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

122 Sandra Novoa, MMC, Town Clerk

123

124 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

125 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

126

127

128 _____
Weiss Serota Helfman Cole & Bierman, P.L.,

129 Town Attorney

130



Town of Surfside Commission Communication

Agenda Item: 4B1

Agenda Date: September 12, 2018

Subject: Municipal Zoning Equivalencies

From: Guillermo Olmedillo, Town Manager
Sarah Sinatra Gould, AICP, Town Planner

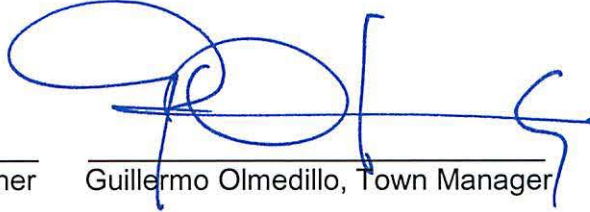
At the August 14, 2018 Town Commission meeting, the Town Manager presented for your consideration ongoing zoning issues involving Town-owned properties. Presently, these properties have three different zoning designations and three different sets of development standards which limit the use of the properties and do not allow the range of activities that are necessary for the full performance of governmental functions. A related zoning issue, also presented at that meeting, is the correlation between density and intensity. The attached Ordinance would be applicable to Town-owned properties and would guide the future rezoning of Town-owned properties to municipal zoning categories which are consistent with the existing densities and intensities so as to ensure compliance with Charter limitations. All land acquired by the Town will carry a governmental use designation with an accompanying density to Floor Area Ratio (FAR) equivalency. The MU zoning district currently is unnecessarily complicated because it has no setbacks, lot coverage or parking requirements, there are several other municipal exemptions scattered throughout the code, and then random situations where code regulations are applied. The CF zoning district does not currently limit intensity however we have incorporated the applicable 3.0 FAR intensity standard from the Comprehensive Plan which is the same as the MU category.

The proposed amendment provides a general exemption from the zoning code requirements for town-owned property to ensure consistency and regulatory uniformity (as opposed to scattered exemptions), while preserving the existing caps on density, intensity and height. The current governmental use designations include Municipal Use (MU) and Community Facility (CF). Finally, the amendment proposes to add a new zoning classification of MU (30) in order to have a category for properties that must remain at 30 feet in height.

The proposed equivalency standards are based on the existing densities and development standards and are intended to show what *intensity* (FAR) could be built on a property based on the existing permitted *residential density* of the parcel. The equivalency table is intended to provide FAR which is equal to the same intensity of development that would be created with the permitted existing residential density of the parcel. In other words, a density of X residential units creates the same development as an intensity of Y FAR. The "equivalency" standards also act to cap development at existing heights, densities, and comparable intensities to ensure compliance with the Charter requirement prohibiting increases in density, intensity and height.



Sarah Sinatra Gould, AICP, Town Planner



Guillermo Olmedillo, Town Manager

ORDINANCE NO. 18 - _____

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA
AMENDING CHAPTER 90, "ZONING," OF THE TOWN OF
SURFSIDE CODE OF ORDINANCES TO CHANGE THE
LIST OF PERMITTED USES IN THE MU AND CF ZONING
DISTRICTS, CREATE A NEW MU(30) ZONING DISTRICT
PROVIDING THE SAME DENSITY, HEIGHT AND AN
EQUIVALENT INTENSITY AS THE H30C ZONING
DISTRICT, TO PROVIDE DEVELOPMENT DENSITY AND
INTENSITY EQUIVALENCY DATA FOR MUNICIPAL
PROPERTIES, AND TO EXEMPT MUNICIPAL PROPERTY
FROM THE LAND DEVELOPMENT REGULATIONS
WHILE MAINTAINING EXISTING DENSITY, INTENSITY
AND HEIGHT RESTRICTIONS FOR THOSE MUNICIPAL
PROPERTIES; PROVIDING FOR REPEAL OF
CONFLICTING PROVISIONS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

5 **WHEREAS**, on August 14, 2018, the Town Commission discussed ongoing zoning
6 issues involving municipal property faced with multiple zoning designations, different sets of
7 development standards and limits on the range of uses which result in burdensome restrictions on
8 activities beneficial for the performance of governmental functions.

9 **WHEREAS**, the Town Commission finds that providing clarity and uniformity in the
10 treatment of government property is essential to governmental operations; and

11 **WHEREAS**, the Town Commission desires to adopt equivalency standards to restrict
12 density, intensity and height of development on government property to ensure that rezoning and
13 development of municipal property does not increase densities, intensities or heights in violation
14 of the Town Charter; and

15 **WHEREAS**, the Town Commission held its first public hearing on these regulations on
16 September 12, 2018; and

17 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
18 reviewed the revisions to the Code for consistency with the Town's Comprehensive Plan at a
19 duly noticed hearing on _____, 2018; and

20 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing
21 on these regulations as required by law on _____, 2018; and
22

23 **WHEREAS**, the Town Commission hereby finds and declares that adoption of this
24 Ordinance is necessary, appropriate, and advances the public interest.
25

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

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

30 **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,
31 Chapter 90 "Zoning," is hereby amended as follows¹:

32 **ARTICLE III. - ESTABLISHMENT OF ZONING DESIGNATIONS**

33 **Sec. 90-39. - Zoning districts.**

34 In order to regulate the overall character of the town, in an effort to restrict the massing, volume
35 and bulk of building masses hereafter erected or structurally altered and to ensure the character
36 and livability of the town, the following zoning designations are hereby established. These
37 designations further restrict the location of uses, location of buildings and the use of lot areas and
38 regulates and determines the areas of yards, and other open spaces within and surrounding such
39 buildings. Of primary importance is the designations' ability to control development to ensure a
40 high quality environment that is comfortable, pedestrian friendly, safe and livable.

41 * * *

42 90-39.6 Municipal. Community and town owned facilities. Rezoning to Municipal zoning
43 districts will be completed by the Town ~~are assigned~~ as municipal owned lands are aggregated.
44 It is the express intent of the Town that properties owned by the Town, regardless of their zoning
45 designation, are exempt from the provisions of Chapter 90 except as provided in this Section.
46 Regardless of any zoning designation prior to Town ownership, Town-owned properties shall be
47 developed, operated, and regulated consistent with this section.

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

- (a) Governmental Use Districts: CF, MU and MU(30) zoned parcels may be used for any and all uses and activities consistent with any Town Commission approved public private partnership project or for any use or activity which the Town Commission finds provides a benefit to the community or is otherwise consistent with the inherent governmental functions of local government.
- (b) The following equivalency table provides maximum density, intensity and heights generated based on underlying development guidelines demonstrating density and intensity equivalents to ensure that rezoning of a property based on Town Ownership does not permit an increase in density, intensity or height of development in violation of the requirements of the Town Charter.

<u>Municipal Density and Intensity Equivalency Table</u>			
<u>Zoning District</u>	<u>Density</u>	<u>Intensity</u>	<u>Height</u>
<u>H30C</u>	<u>79 UPA</u>	<u>2.0</u>	<u>Two stories and 30 feet</u>
<u>H40</u>	<u>79 UPA</u>	<u>3.0</u>	<u>Three stories and 40 feet</u>
<u>MU(30)</u>	<u>79 UPA</u>	<u>2.0</u>	<u>Two stories and 30 feet</u>
<u>MU</u>	<u>79 UPA</u>	<u>3.0</u>	<u>Surrounding Designations</u>
<u>CF</u>	<u>109 UPA</u>	<u>3.0</u>	<u>70 feet</u>

* * *

ARTICLE IV. - DISTRICT REGULATIONS

Sec. 90-41. - Regulated uses.

Applicability and validity of tables. Nothing shall be used to misconstrue or reinterpret the provisions, limitations and allowances made here in.

- (a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district in which they are located and are deemed to be consistent with the comprehensive plan. These uses are permitted as of right, subject to the required permits and procedures described in this section. Permitted uses require final site plan review and approval for compliance with the standards applicable to a particular permitted use as provided in this zoning code.

- (b) *Permits required.* Except as explicitly provided herein, no use designated as a permitted use in this chapter shall be established until after the person proposing such use has applied for and received all required development permits.

- (c) *Table—Regulated uses.*

* * *

Uses	Municipal	Community Facilities
Library	P	P
Parks & Open Space	P	P
Playgrounds	P	P
Community Center	P	P
Gymnasiums	P	P
Town Offices	P	P
Police Facilities	P	P
Pump Stations	CU(23)	CU(23)
Parking	P	-
Electric Vehicle Charging Station	P(29)	P(29)

Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU: Conditional Use

* * *

Sec. 90-43. - Maximum building heights.

Designation	Maximum Height (Feet)	Maximum Stories
H30A	30 FT	2

H30B	30 FT	2
H30C	30 FT	2
H40	40 FT	1 and 2 family = 2 stories, multifamily and hotel = 3 stories
H120	120 FT	12
SD-B40	40 FT	3
MU	Surrounding Designation	
CF	70 FT	

* * *

Sec. 90-45. - Setbacks.

* * *

(b) *Setbacks.*

- (1) *Required setbacks—Tables.* The following tables shall be utilized for structures in the H30C, H40, H120, and SD-B40 zoning districts.

* * *	* * *
CF	Maximum Setback (Feet)
Primary frontage	20 FT
Interior side	10 FT
Rear	20 FT
Secondary frontage (Corner only)	15 FT

* * *

Sec. 90-48. - Modification of side and rear yard regulations.

90-48.1 The minimum width of side setbacks for libraries, places of public assembly, private recreational centers and other ~~public, semipublic and civic buildings~~ shall be a minimum of 15 feet, ~~except when located within the community facilities district~~ shall comply with subsection 90.45(a).

* * *

Sec. 90-49. - Lot standards.

Lot standards	H30A	H30B	H30C	H40	H120	SD-B40	MU	CF
Minimum lot width	50 FT	50 FT	50 FT	50 FT	50 FT	0 FT	-	-
Minimum lot area	8,000 FT	5,600 FT	-	-	-	-	-	-
Maximum lot coverage	40%	40%	-	-	-	-	-	-
Minimum pervious area	35%	35%	20%	20%	20%	-	-	-

* * *

90-50.2 Roof deck provisions.

* * *

- (3) For properties designated H30C, H40, H120; and SD-B40 ~~and~~ MU, roof decks are limited to:
- a. A maximum of seventy (70) percent of the aggregate roof area;
 - b. Shall not exceed the maximum roof height required by any abutting property's zoning designation;
 - c. Shall be setback from the roofline at least ten feet on all sides to provide for minimal visibility of roof decks from any public way, except on properties designated SD-B40; and

* * *

Sec. 90-73. - Permanent signs by district.

* * *

(b) *H30C, H40, MU and H120 zoning districts*

* * *

ARTICLE VII. - OFF-STREET PARKING AND LOADING

DIVISION 1. - OFF-STREET PARKING

Sec. 90-77. - Off-street parking requirements.

* * *

~~(c) *Municipal parking* Use of property in town government capacity~~ The provisions of this article (Off-Street Parking and Loading) shall not apply to the use of any property by the town in any government capacity, function or purpose. This exemption shall also apply to setbacks and lot coverage requirements as set forth in section 90-49 hereinabove.

* * *

ARTICLE VIII. - LANDSCAPE REQUIREMENTS

* * *

Sec. 90-89. - Plant material.

* * *

90-89.8 Turf:

- (1) All turf areas including but not limited to swales, lake maintenance easements, and retention areas shall be sodded using St. Augustine Floratam, Palmetto or Bermuda sod to the water line.

* * *

- (4) The following percentages shall apply to turf areas:

- a. No more than 80 percent of the landscape area for single-family and duplex dwellings may be in turf grass.
- b. No more than 60 percent of the landscape area for multifamily dwellings may be in turf grass.
- c. No more than 50 percent of the landscape area for other development uses may be in turf grass, ~~notwithstanding the use of artificial turf for the purpose of municipal athletic fields.~~

* * *

Sec. 90-91. - Landscape buffer areas between residential and non-residential properties and vehicular use areas.

90-91.1 Applicability: All proposed development or redevelopment sites and vehicular use areas serving H30C, H40, or H120, ~~or municipal uses~~ shall conform to the minimum landscaping requirements hereinafter provided. Interior parking landscape requirements under or within buildings and parking areas serving H30A and H30B districts are exempt. Additionally, SD-B40 shall be exempt. Expansive concrete or paver areas shall require landscaping to soften and scale the buildings.

90-91.2 Required buffer landscaping adjacent to streets and abutting properties: On any proposed, redeveloped site, or open lot providing a vehicular use area for H30C, H40, or H120, ~~adjacent or contiguous to H40, or municipal plots~~ where such area is abutting street(s) and/or

property lines, including dedicated alleys, landscaping shall be provided between such area and such perimeters as follows:

* * *

Sec. 90-94. - Landscape buffers.

- (1) Where any plot zoned or used for H30C, H40 or H120 is separated by a street, alley, canal or public open space from a plot zoned or used for H30A or H30B, said plot shall provide a landscape buffer of at least ten feet in depth.
- (2) Where any plot zoned or used for H40 or H120 or H30C is contiguous to any plot zoned or used for H30A or H30B, said plot shall provide a landscape buffer of at least 15 feet in depth.
- (3) Where any plot zoned or used SD-B40 ~~or municipal~~ plot is separated by a street, alley, canal or public open space from a plot zoned or used for H30A or H30B, said plot shall provide a landscape buffer of at least 15 feet in depth.
- (4) Where any plot zoned or used for SD-B40 ~~or municipal~~ plot is contiguous to a zoned or used plot of H30A or H30B, said plot shall be provide a landscape buffer of at least 20 feet in depth.

* * *

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective upon final adoption on second reading.

PASSED on first reading this 12th day of September, 2018.

PASSED and **ADOPTED** on second reading this _____ day of _____, 2018.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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



Commission Communication

Agenda #: 5A

Date: September 12, 2018

Subject: Employee Health Benefits Contract Renewal for FY 2018-2019

Objective: To provide all eligible employees with Health Insurance coverage(s) and other benefits for FY 2018-2019.

Background: The contract with Aetna (Health), Guardian (Dental and Vision), and Mutual of Omaha (Life, Short-Term Disability and Long-Term Disability) will expire on September 30, 2018.

Adams Benefit, our insurance agent of record for employee health, disability, life, dental, and all other related benefit programs, was directed by staff 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.

Adams Benefit provided several proposals to staff that included Aetna, Av-Med, and UnitedHealthcare. All proposals were analyzed and it was determined that changing the health insurance provider from Aetna to UnitedHealthcare and allowing employees to select either a traditional plan or a high deductible health plan (HDHP) plan is the most favorable option.

The Town's insurance broker negotiated the same overall rate that the Town currently pays; however, the proposed plan increases the deductibles by 50% (from 20% to 30%) of the claims. This has the effect of passing along the higher embedded costs fully to the employees.

UnitedHealthcare's proposal represents an increase of 4.9%, but lowers the employee deductible by 50% (from 20% of claims to 10% of claims). It is the most favorable option.

The rate increase of 4.9% from UnitedHealthcare includes the broker fee arrangement with Adams Benefit.

SUPPLEMENTAL BENEFIT PLANS:

We recommend remaining with Mutual of Omaha for Life/Accidental Death insurance, Short-Term Disability, and Long-Term Disability. The rates did not change from FY 2016-2017 (rates were locked for 3 years). The Town will continue its coverage with Mutual of Omaha for the twelfth year.

We also recommend remaining with Guardian for dental and vision coverage. The rates also did not change from FY 2017-2018 rates. The Town will continue its coverage with Guardian for the fourth year.

Analysis:

SUMMARY BENEFIT RECAP:

1. Health Insurance Coverage: The employee share per pay period for employee coverage will be \$0 if the HDHP coverage is selected. The employee share per pay period for employee coverage for the traditional plan will be \$32.55.

The employee share per pay period for employee and family coverage (HDHP) will be \$177.00. The employee share per pay period for employee and family coverage (traditional plan) will be \$269.85.

The recommended High Deductible Health Plan (HDHP) includes the following: A card will be issued to employees who select this option. The Town will fund \$1,500 for employee coverage and \$3,000 for family or dependent coverage to assist with the calendar year deductible of the plan. This would equate to a total annual cost of \$145,500. Any funds not utilized by the end of the fiscal year will be reserved for future use by the Town in stabilizing rates to the Town and its employees.

The HRA card can be utilized for co-pays, deductibles, lab fees, prescriptions, and over-the-counter medications.

2. Dental Insurance Coverage: The dental HMO and PPO plan will continue to be offered through Guardian. The employee share per pay period for dental HMO employee coverage will be \$0. The employee share per pay period for employee PPO coverage will remain at \$7.74, the same as FY 2017-2018.

The employee share per pay period for employee and family dental HMO coverage will remain at \$12.49, the same as FY 2017-2018. The employee share per pay period for employee and family dental PPO coverage will remain at \$62.61, the same as FY 2017-2018.

3. The Life insurance Coverage: The Town will continue to provide Life and Disability coverage to all full-time employees. The rates will remain the same as FY 2017-2018.

The retiree life insurance coverage with a life benefit of \$15,000 will remain at \$1.25 per thousand, the same rate as FY 2017-2018.

4. The Employee Assistance Program: The Town will continue to provide an Employee Assistance Program (EAP) fully integrated with Mutual of Omaha to confidentially help employees and their covered dependents who experience personal problems.

5. The Flexible Spending Arrangement: The Flexible Spending Arrangement (FSA) benefit services and the Health Reimbursement Arrangement (HRA) will continue to be managed by Asure Software (formerly known as Mangrove).

The Flexible Spending Arrangement provides tax benefits to employees electing this service.

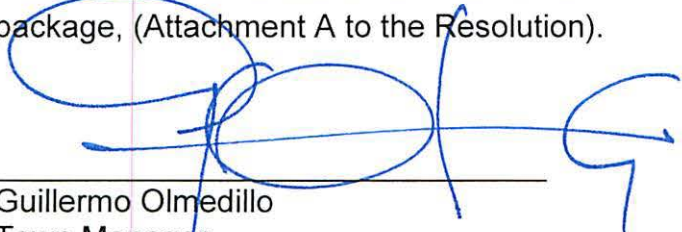
6. The COBRA administration will be provided by Asure Software.

Budget Impact: The contract cost for health care (**Town plus employee contribution**) is estimated at \$1,191,188 for FY 2018-2019. The Town's portion is estimated to be approximately \$1,027,362 which includes \$145,500 for a Health Reimbursement Account (HRA) to cover employee deductions and copayments and \$26,642 in savings from the HRA accounts that has been applied to employee contributions in the HDHP.

A \$76,858.79 savings to the Town from employees not utilizing all their respective funds in their accounts for FY 2016-2017 has been rolled forward to cover the increased cost of health insurance for future years, less the amount used for FY 2018-2019 noted above. This is within the amounts budgeted for FY 2018-2019.

Staff Impact: Each year at renewal time in September, an "open enrollment" session is held for employees desiring coverage. Once employees make their decisions, the administration is handled by the carriers along with oversight and assistance from the insurance broker.

Recommendation: It is recommended that the Town Commission adopt the attached resolution approving the group health with UnitedHealth, 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 Benefit Summary for each carrier is included in the package, (Attachment A to the Resolution).



Guillermo Olmedillo
Town Manager
YSM/CW

Town of Surfside

Benefit & Premium Illustration - Aetna vs. UHC

Age 130		Aetna Current Traditional HNOnly 1000 80		Aetna Current HRA HNOption 2000 80 H.S.A.		Aetna Renewal Traditional FL 18 HNOnly 1000 80		Aetna Renewal HRA FL 18 HNOption 2000 70/50 H.S.A.		UHC					
										AQPY Traditional	AHM8 HRA				
		In-Network		In-Network	Out-Network	In-Network		In-Network	Out-Network	In-Network	In-Network	Out-Network			
Deductible		\$1,000 Ind. \$2,000 Family		\$2,000 Ind. \$4,000 Family	\$4,000 Ind. \$8,000 Family	\$1,000 Ind. \$2,000 Family		\$2,000 Ind. \$4,000 Family	\$6,000 Ind. \$12,000 Family	\$1,000 Ind. \$2,000 Family	\$1,500 Ind. \$3,000 Family	\$4,000 Ind. \$6,000 Family			
Co-Insurance		80%		80%	50%	80%		70%	50%	80%	90%	50%			
Physicians Office		\$25 co-pay		20% after deductible	50% after deductible	\$25 co-pay		30% after deductible	50% after deductible	\$25 co-pay	10% after deductible	50% after deductible			
Specialist Office		\$50 co-pay		20% after deductible	50% after deductible	\$50 co-pay		30% after deductible	50% after deductible	\$50 co-pay	10% after deductible	50% after deductible			
Inpatient Hospital		20% after deductible		20% after deductible	50% after deductible	20% after deductible		30% after deductible	50% after deductible	20% after deductible	10% after deductible	50% after deductible			
Out-Patient Surgery		Freestanding: \$300 co-pay Hospital: \$250 co-pay after deductible		20% after deductible	50% after deductible	20% after deductible		30% after deductible	50% after deductible	20% after deductible	10% after deductible	50% after deductible			
Out-Patient Minor Diagnostic		Lab: No Charge X-Ray: \$50 co-pay		20% after deductible	50% after deductible	Lab: No Charge X-Ray: 20%, deductible waived		30% after deductible	50% after deductible	No charge	10% after deductible	50% after deductible			
Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT)		\$300 co-pay		20% after deductible	50% after deductible	20%, deductible waived		30% after deductible	50% after deductible	20% after deductible	10% after deductible	50% after deductible			
Emergency Room		\$300 co-pay		20% after deductible	20% after deductible	\$500 co-pay		30% after deductible	30% after deductible	\$350 co-pay	10% after deductible	10% after deductible			
Urgent Care Center		\$75 co-pay		20% after deductible	50% after deductible	\$75 co-pay		30% after deductible	50% after deductible	\$100 co-pay	10% after deductible	50% after deductible			
Prescription Drugs		\$3/\$10 / \$50 / \$75 / Pref. Spc: 30% to \$300; Non-Pref. Spc: 50% to \$500		CYD; \$3/\$10 / \$40 / \$65 / Pref. Spc: 30% to \$300; Non-Pref. Spc: 50% to \$500		\$3/\$15 / \$50 / \$85 Pref. Spc: 30% to \$250; Non-Pref. Spc: 30% to \$250		CYD; \$10 / \$45 / \$70 / Pref. Spc: 30% to \$250; Non-Pref. Spc: 30% to \$250		\$10/\$35/\$60	CYD; \$10/\$35/\$60				
Out of Pocket Maximum		\$3,500 Ind. \$7,000 Family		\$4,000 Ind. \$6,550 Family	\$12,000 Ind. \$24,000 Family	\$4,500 Ind. \$9,000 Family		\$3,250 Ind. \$6,500 Family	\$12,000 Ind. \$24,000 Family	\$3,500 Ind. \$7,000 Family	\$4,000 Ind. \$6,000 Family	\$10,000 Ind. \$20,000 Family			
		Current Traditional		Current HRA		Revised Traditional		Revised HRA		Traditional Equivalent	In/Out of Network HRA Equivalent				
Employee	7	\$	611.00	43	\$	514.00	\$	604.46	\$	515.78	\$	620.86	\$	545.29	
Employee + Spouse	2	\$	1,464.00	10	\$	1,234.00	\$	1,451.30	\$	1,238.39	\$	1,490.55	\$	1,309.12	
Employee + Child(ren)	5	\$	1,240.00	4	\$	1,045.00	\$	1,228.86	\$	1,048.58	\$	1,262.25	\$	1,108.61	
Employee + Family	5	\$	1,934.00	13	\$	1,631.00	\$	1,917.94	\$	1,636.57	\$	1,970.08	\$	1,730.29	
	19	\$	23,075.00	70	\$	59,825.00	\$	22,867.82	\$	60,032.17	\$	23,488.77	\$	63,466.88	
% Increase by Plan						-0.9%		0.35%		1.79%	6.09%				
Total Combined Monthly		89	\$	82,900.00			\$		82,899.99					\$	86,955.65
Total Combined % Increase						0%								5%	

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

Ancillary Renewal

<u>Dental - DHMO</u>	<u>Guardian</u>		
	Current	Initial Renewal	Revised Renewal
Employee	\$ 14.14	\$ 14.71	\$ 14.14
Employee + Spouse	\$ 28.30	\$ 29.43	\$ 28.30
Employee + Child(ren)	\$ 36.75	\$ 38.22	\$ 36.75
Employee + Family	\$ 52.06	\$ 54.14	\$ 52.06

<u>Dental - DPPO</u>	<u>Guardian</u>		
	Current	Initial Renewal	Revised Renewal
Employee	\$ 41.78	\$ 43.03	\$ 41.78
Employee + Spouse	\$ 92.75	\$ 95.53	\$ 92.75
Employee + Child(ren)	\$ 114.45	\$ 117.88	\$ 114.45
Employee + Family	\$ 160.66	\$ 165.48	\$ 160.66

<u>Vision</u>	<u>Guardian</u>		
	Current	Initial Renewal	Revised Renewal
Employee	\$ 7.23	\$ 7.45	\$ 7.23
Employee + Spouse	\$ 13.34	\$ 13.74	\$ 13.34
Employee + Child(ren)	\$ 13.97	\$ 14.39	\$ 13.97
Employee + Family	\$ 20.92	\$ 21.55	\$ 20.92

DENTAL MAXIMUM ROLLOVER SUMMARY		
For Benefit Year Ending: 12/31/2018		
ROLLOVER ACCOUNT SIZE	NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS	TOTAL ACCOUNT VALUE
\$0	31	\$0.00
\$1 - \$250	0	\$0.00
\$251 - \$500	3	\$1,200.00
\$501 - \$750	19	\$11,400.00
\$751 - \$1,000	6	\$5,200.00
Over \$1,000	18	\$21,600.00
TOTAL	46	\$39,400.00

21 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 12/31/2018 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.

Final premium rates may change from those quoted based upon actual enrollment as of the effective date and any premium adjustments determined during the medical underwriting review.

Town of Surfside

Ancillary Renewal

<u>Life & AD&D</u>	<u>Mutual of Omaha</u>	
	Current	Renewal
Life per \$1,000	\$0.22	\$0.22
AD&D per \$1,000	\$0.03	\$0.03
Retirees	\$1.25	\$1.25
Retirees - Grandfathered	\$0.21	\$0.21

<u>Voluntary Life - EE</u>	<u>Mutual of Omaha</u>	
	Current	Renewal
Life per \$1,000	\$0.39	\$0.39
AD&D per \$1,000	\$0.03	\$0.03

Option to add Spouse & Child(ren) optional life - see attached

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 and any premium adjustments determined during the medical underwriting review.



Benefit Summary

Florida - Choice Plus
HSA - Plan AHM8

What is a benefit summary?

This is a summary of what the plan does and does not cover. This summary can also help you understand your share of the costs. It's always best to review your Certificate of Coverage (COC) and check your coverage before getting any health care services, when possible.

What are the benefits of the Choice Plus Plan with an HSA?

Get network freedom and an HSA.

A network is a group of health care providers and facilities that have a contract with UnitedHealthcare. You can receive care and services from anyone in or out of our network, but you save money when you use the network. You can save money when you use the health savings account (HSA) and the network.

- > **There's coverage if you need to go out of the network.** Out-of-network means that a provider does not have a contract with us. Choose what's best for you. Just remember out-of-network providers will likely charge you more.
- > **There's no need to choose a primary care provider (PCP) or get referrals to see a specialist.** Consider a PCP; they can be helpful in managing your care.
- > **Preventive care is covered 100% in our network.**
- > **You can open a health savings account (HSA).** An HSA is a personal bank account to help you save and pay for your health care, and help you save on taxes.

Not enrolled yet? Learn more about this plan and search for network doctors or hospitals at welcometouhc.com/choiceplushsa or call 1-866-873-3903, TTY 711, 8 a.m. to 8 p.m. local time, Monday through Friday.

Are you a member?

Easily manage your benefits online at myuhc.com® and on the go with the **UnitedHealthcare Health4Me**® mobile app.

For questions, call the member phone number on your health plan ID card.

Benefits At-A-Glance

What you may pay for network care

This chart is a simple summary of the costs you may have to pay when you receive care in the network. It doesn't include all of the deductibles and co-payments you may have to pay. You can find more benefit details beginning on page 2.

Co-insurance	Individual Deductible	Co-insurance
(Your cost for an office visit)	(Your cost before the plan starts to pay)	(Your cost share after the deductible)
10%	\$1,500	10%

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage for certain conditions. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents are correct. 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.

UnitedHealthcare Insurance Company

Your Costs

In addition to your premium (monthly) payments paid by you or your employer, you are responsible for paying these costs.

Your cost if you use Network Benefits

Your cost if you use Out-of-Network Benefits

Annual Deductible - Combined Medical and Pharmacy

What is an annual deductible?

The annual deductible is the amount you pay for Covered Health Care Services per year before you are eligible to receive Benefits. It does not include any amount that exceeds Allowed Amounts. The deductible may not apply to all Covered Health Care Services. You may have more than one type of deductible.

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

Medical Deductible - Single Coverage	\$1,500 per year	\$5,000 per year
Medical Deductible - Family Coverage	\$3,000 per year	\$10,000 per year

Out-of-Pocket Limit - Combined Medical and Pharmacy

What is an out-of-pocket limit?

The Out-of-Pocket Limit is the maximum you pay per year. Once you reach the Out-of-Pocket Limit, Benefits are payable at 100% of Allowed Amounts during the rest of that year.

- > Your co-pays, co-insurance and deductibles (including pharmacy) count towards meeting the out-of-pocket limit.
- > If more than one person in a family is covered under the Policy, the single coverage out-of-pocket limit does not apply.

Out-of-Pocket Limit - Single Coverage	\$4,000 per year	\$10,000 per year
Out-of-Pocket Limit - Family Coverage	\$6,000 per year	\$20,000 per year

Your Costs

What is co-insurance?

Co-insurance is the amount you pay each time you receive certain Covered Health Care Services calculated as a percentage of the Allowed Amount (for example, 20%). You pay co-insurance plus any deductibles you owe. Co-insurance is not the same as a co-payment (or co-pay).

What is a co-payment?

A Co-payment is the amount you pay each time you receive certain Covered Health Care Services calculated as a set dollar amount (for example, \$50). You are responsible for paying the lesser of the applicable Co-payment or the Allowed Amount. Please see the specific Covered Health Care Service to see if a co-payment applies and how much you have to pay.

What is Prior Authorization?

Prior Authorization is getting approval before you receive certain Covered Health Care Services. Physicians and other health care professionals who participate in a Network are responsible for obtaining prior authorization. However there are some Benefits that you are responsible for obtaining authorization before you receive the services. Please see the specific Covered Health Care Service to find services that require you to obtain prior authorization.

Want more information?

Find additional definitions in the glossary at justplainclear.com.

Your Costs

Following is a list of services that your plan covers in alphabetical order. In addition to your premium (monthly) payments paid by you or your employer, you are responsible for paying these costs.

Covered Health Care Services	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Ambulance Services		
Emergency Ambulance	10% co-insurance, after the medical deductible has been met.	10% co-insurance, after the network medical deductible has been met.
Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.		
Non-Emergency Ambulance	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.		
	Prior Authorization is required for Non-Emergency Ambulance.	Prior Authorization is required for Non-Emergency Ambulance.
Bones or Joints of the Jaw and Facial Region		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.
Cleft Lip/Cleft Palate Treatment		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.
Clinical Trials		
	The amount you pay is based on where the covered health care service is provided.	
	Prior Authorization is required.	Prior Authorization is required.
Congenital Heart Disease (CHD) Surgeries		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
		Prior Authorization is required.
Dental Services - Accident Only		
	10% co-insurance, after the medical deductible has been met.	10% co-insurance, after the network medical deductible has been met.
	Prior Authorization is required.	Prior Authorization is required.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Dental Services - Anesthesia and Hospitalization		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.
Diabetes Services		
Diabetes Self Management and Training/Diabetic Eye Exams/Foot Care:	The amount you pay is based on where the covered health care service is provided.	
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 Outpatient Prescription Drug Rider.	
		Prior Authorization is required for DME that costs more than \$1,000.
Durable Medical Equipment (DME), Orthotics and Supplies		
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.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
		Prior Authorization is required for DME or orthotics that costs more than \$1,000.
Emergency Health Care Services - Outpatient		
	10% co-insurance, after the medical deductible has been met.	10% co-insurance, after the network medical deductible has been met.
		Notification is required if confined in an Out-of-Network Hospital.
Enteral Formulas		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.
Gender Dysphoria		
	The amount you pay is based on where the covered health care service is provided.	
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Habilitative Services		
<p>Inpatient: Inpatient services limited per year as follows: Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.</p>	<p>The amount you pay is based on where the covered health care service is provided.</p>	
<p>Outpatient: Outpatient therapies: Physical therapy. Occupational therapy. Manipulative Treatment. Speech therapy. Post-cochlear implant aural therapy. Cognitive therapy. For the above outpatient therapies: Limits will be the same as, and combined with, those stated under Rehabilitation Services – Outpatient Therapy and Manipulative Treatment.</p>	<p>10% co-insurance, after the medical deductible has been met.</p>	<p>50% co-insurance, after the medical deductible has been met.</p>
<p>Visit limits do not apply to Autism Spectrum Disorder.</p>		<p>Prior Authorization is required for certain services.</p>
Hearing Aids		
<p>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.</p>	<p>10% co-insurance, after the medical deductible has been met.</p>	<p>50% co-insurance, after the medical deductible has been met.</p>

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Home Health Care		
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.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
To receive Network Benefits for the administration of intravenous infusion, you must receive services from a provider we identify.		Prior Authorization is required.
Hospice Care		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
		Prior Authorization is required for Inpatient Stay.
Hospital - Inpatient Stay		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
		Prior Authorization is required.
Lab, X-Ray and Diagnostic - Outpatient		
Lab Testing - Outpatient	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
X-Ray and Other Diagnostic Testing - Outpatient	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
		Prior Authorization is required for certain services.
Major Diagnostic and Imaging - Outpatient		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
		Prior Authorization is required.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Mental Health Care and Substance - Related and Addictive Disorders Services		
Inpatient:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Outpatient:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Partial Hospitalization/Intensive Outpatient Treatment:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Osteoporosis Treatment		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.
Ostomy Supplies		
Limited to \$2,500 per year.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Pharmaceutical Products - Outpatient		
This includes medications given at a doctor's office, or in a Covered Person's home.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Physician Fees for Surgical and Medical Services		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Physician's Office Services - Sickness and Injury		
	10% co-insurance for a primary care physician office visit, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	10% co-insurance for a specialist office visit, after the medical deductible has been met.	
		Prior Authorization is required for Genetic Testing.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
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.	Prior Authorization is required if the stay in the hospital is longer than 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.
Prescription Drug Benefits		
Prescription drug benefits are shown in the Prescription Drug benefit summary.		
Preventive Care Services		
Physician Office Services, Lab, X-Ray or other preventive tests.	You pay nothing. A deductible does not apply.	50% co-insurance, after the medical deductible has been met.
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 co-pay, co-insurance or deductible.		
Prosthetic Devices		
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.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
		Prior Authorization is required for Prosthetic Devices that costs more than \$1,000.
Reconstructive Procedures		
	The amount you pay is based on where the covered health care service is provided.	Prior Authorization is required.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Rehabilitation Services - Outpatient Therapy and Manipulative Treatment		
Limited to: 20 visits of pulmonary rehabilitation therapy. 36 visits of cardiac rehabilitation therapy. 20 visits of physical therapy. 20 visits of occupational therapy. 20 visits of speech therapy. 30 visits of post-cochlear implant aural therapy. 20 visits of cognitive rehabilitation therapy. 20 visits of Manipulative Treatments.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Visit limits do not apply to Autism Spectrum Disorder.		
Scopic Procedures - Outpatient Diagnostic and Therapeutic		
Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Skilled Nursing Facility / Inpatient Rehabilitation Facility Services		
Limited to 60 days per year.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required.
Surgery - Outpatient		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Therapeutic Treatments - Outpatient		
Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Transplantation Services		
Network Benefits must be received from a Designated Provider.	The amount you pay is based on where the covered health care service is provided. Prior Authorization is required.	Prior Authorization is required.
Urgent Care Center Services		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Virtual Visits		
Network Benefits are available only when services are delivered through a Designated Virtual Visit 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.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.

Services your plan does not cover (Exclusions)

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.

Alternative Treatments

Acupressure; acupuncture; aromatherapy; hypnotism; massage therapy; rolfing; adventure-based therapy, wilderness therapy, outdoor therapy or similar programs, art therapy, music therapy, dance therapy, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Integrative Health (NCCIH) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 1 of the COC.

Dental

Dental care (which includes dental X-rays, supplies and appliances and all related expenses, including hospitalizations and anesthesia). This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services – Anesthesia and Hospitalization in Section 1 of the COC. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Policy, limited to: Transplant preparation; prior to initiation of immunosuppressive drugs; the direct treatment of acute traumatic Injury, cancer or cleft palate. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of tooth decay or cavities resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include: removal, restoration and replacement of teeth; medical or surgical treatments of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to dental services for which Benefits are provided as described under Bones or Joints of the Jaw and Facial Region and Cleft Lip/Cleft Palate in Section 1 of the COC. This exclusion does not apply to preventive care for which Benefits are provided under the United States Preventive Services Task Force requirement or the Health Resources and Services Administration (HRSA) requirement. This exclusion also does not apply to accident - related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental braces (orthodontics). Treatment of congenitally missing, malpositioned, or supernumerary teeth, even if part of a Congenital Anomaly. This exclusion does not apply to dental services for which Benefits are provided as described under Cleft Lip/Cleft Palate in Section 1 of the COC.

Devices, Appliances and Prosthetics

Devices used as safety items or to help performance in sports-related activities. Orthotic appliances that straighten or reshape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. This exclusion does not apply to braces for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Cranial banding. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to help in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Oral appliances for snoring. Repair or replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

Services your plan does not cover (Exclusions)

Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their traits (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Benefits as described under Diabetes Services in Section 1 of the COC. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency Medical Condition and used while in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy. New Pharmaceutical Products and/or new dosage forms until the date they are reviewed. A Pharmaceutical Product that contains (an) active ingredient(s) available in and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product that contains (an) active ingredient(s) which is (are) a modified version of and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product with an approved biosimilar or a biosimilar and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. For the purpose of this exclusion a "biosimilar" is a biological Pharmaceutical Product approved based on showing that it is highly similar to a reference product (a biological Pharmaceutical Product) and has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times per calendar year. Certain Pharmaceutical Products for which there are therapeutically equivalent (having essentially the same efficacy and adverse effect profile) alternatives available, unless otherwise required by law or approved by us. Such determinations may be made up to six times during a calendar year. Certain Pharmaceutical Products that have not been prescribed by a Specialist. Certain Pharmaceutical Products that have not been prescribed by a Specialist.

Experimental or Investigational or Unproven Services

Experimental or Investigational and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition. This exclusion does not apply to medically appropriate medications prescribed for the treatment of cancer. The drug must be recognized for the treatment of that indication, and published within a standard reference compendium or recommended in medical literature. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC.

Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care if you have diabetes for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care if you are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Treatment of subluxation of the foot. Shoes; shoe orthotics; shoe inserts and arch supports.

Gender Dysphoria

Cosmetic Procedures including the following: Abdominoplasty. Blepharoplasty. Breast enlargement, including augmentation mammoplasty and breast implants. Body contouring, such as lipoplasty. Brow lift. Calf implants. Cheek, chin, and nose implants. Injection of fillers or neurotoxins. Face lift, forehead lift, or neck tightening. Facial bone remodeling for facial feminizations. Hair removal. Hair transplantation. Lip augmentation. Lip reduction. Liposuction. Mastopexy. Pectoral implants for chest masculinization. Rhinoplasty. Skin resurfacing. Thyroid cartilage reduction; reduction thyroid chondroplasty; trachea shave (removal or reduction of the Adam's Apple). Voice modification surgery. Voice lessons and voice therapy.

Services your plan does not cover (Exclusions)

Medical Supplies and Equipment

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, gauze and dressings, urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of DME or prosthetic devices for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies and Prosthetic Devices in Section 1 of the COC. This exception does not apply to supplies for the administration of medical food products.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of the COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks except when used with DME as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Prescribed or non-prescribed publicly available devices, software applications and/or monitors that can be used for non-medical purposes. Repair or replacement of DME or orthotics due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

Mental Health Care and Substance-Related and Addictive Disorders

Services performed in connection with conditions not classified in the current edition of the International Classification of Diseases section on Mental and Behavioral Disorders or Diagnostic and Statistical Manual of the American Psychiatric Association. Outside of an assessment, services as treatments for a primary diagnosis of conditions and problems that may be a focus of clinical attention, but are specifically noted not to be mental disorders within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Outside of an assessment, services as treatments for the primary diagnoses of learning disabilities, conduct and disruptive impulse control and conduct disorders, gambling disorder, and paraphilic disorders. Services that are solely educational in nature or otherwise paid under state or federal law for purely educational purposes. Tuition or services that are school-based for children and adolescents required to be provided by, or paid for by, the school under the Individuals with Disabilities Education Act. Outside of an assessment, unspecified disorders for which the provider is not obligated to provide clinical rationale as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Transitional Living services.

Nutrition

Individual and group nutritional counseling including non-specific disease nutritional education such as general good eating habits, calorie control or dietary preferences. This exclusion does not apply to preventive care for which Benefits are provided under the United States Preventive Services Task Force requirement. This exclusion also does not apply to medical nutritional education services that are provided as part of treatment for a disease by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is a part of treatment.
- There is a lack of knowledge regarding the disease which requires the help of a trained health professional.

Food of any kind including modified food products such as low protein and low carbohydrate; enteral formula (including when administered using a pump), infant formula and donor breast milk. This exclusion does not apply to Benefits described under Enteral Formulas in Section 1 of the COC. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements and electrolytes.

Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; batteries and battery chargers; breast pumps (This exclusion does not apply to breast pumps for which Benefits are provided under the Health Resources and Services Administration (HRSA) requirement); car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment; home modifications such as elevators, handrails and ramps; hot and cold compresses; hot tubs; humidifiers; jacuzzis; mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; stair lifts and stair glides; strollers; safety equipment; treadmills; vehicle modifications such as van lifts; video players, whirlpools.

Services your plan does not cover (Exclusions)

Physical Appearance

Cosmetic Procedures. See the definition in Section 9 of the COC. Examples include: pharmacological regimens, nutritional procedures or treatments. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures). Skin abrasion procedures performed as a treatment for acne. Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple. Treatment for skin wrinkles or any treatment to improve the appearance of the skin. Treatment for spider veins. Hair removal or replacement by any means. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Note: Replacement of an existing breast implant is considered reconstructive if the first breast implant followed mastectomy. See Reconstructive Procedures in Section 1 of the COC. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness or flexibility. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded. Wigs regardless of the reason for the hair loss.

Procedures and Treatments

Removal of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical conditions that are provided to reduce potential risk factors, where improvement is not expected, including routine, long-term or maintenance/preventive treatment. Rehabilitation services for speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorder. Habilitative services for maintenance/preventive treatment. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident or stroke. Physiological treatments and procedures that result in the same therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. The following services for the diagnosis and treatment of TMJ: surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniosacral therapy; orthodontics; occlusal adjustment; and dental restorations. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region in Section 1 of the COC. Upper and lower jawbone surgery, orthognathic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for you because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services - Anesthesia and Hospitalization in Section 1 of the COC. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary tobacco cessation programs. These are programs that usually include health care providers specializing in tobacco cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. *Helicobacter pylori* (H. pylori) serologic testing.

Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal address. Services provided at a Freestanding Facility or diagnostic Hospital-based Facility without an order written by a Physician or other provider. Services which are self-directed to a Freestanding Facility or diagnostic Hospital-based Facility. Services ordered by a Physician or other provider who is an employee or representative of a Freestanding Facility or diagnostic Hospital-based Facility, when that Physician or other provider has not been involved in your medical care prior to ordering the service, or is not involved in your medical care after the service is received. This exclusion does not apply to mammography.

Services your plan does not cover (Exclusions)

Reproduction

Health care services and related expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. Gestational carrier (surrogate parenting), donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. In vitro fertilization regardless of the reason for treatment.

Services Provided under Another Plan

Health care services for when other coverage is required by federal, state or local law to be bought or provided through other arrangements. Examples include coverage required by workers' compensation, or similar legislation. If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected. Services resulting from accidental bodily injuries arising out of a motor vehicle accident to the extent the services are payable under a medical expense payment provision of an automobile insurance policy. Health care services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health care services during active military duty.

Transplants

Health care services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health care services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Policy.) Health care services for transplants involving permanent mechanical or animal organs.

Travel

Health care services provided in a foreign country, unless required as Emergency Health Care Services. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to Covered Health Care Services received from a Designated Provider may be paid back as determined by us. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under Ambulance Services in Section 1 of the COC.

Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis for sharp, sudden pain or for worsened long term pain. Custodial care or maintenance care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cures; services of personal care aides. Work hardening (treatment programs designed to return a person to work or to prepare a person for specific work).

Vision and Hearing

Cost and fitting charge for eyeglasses and contact lenses. Implantable lenses used only to fix a refractive error (such as Intacs corneal implants). Eye exercise or vision therapy. Surgery that is intended to allow you to see better without glasses or other vision correction. Examples include radial keratotomy, laser and other refractive eye surgery. Bone anchored hearing aids except when either of the following applies: You have craniofacial anomalies whose abnormal or absent ear canals prevent the use of a wearable hearing aid. You have hearing loss of sufficient severity that it would not be remedied enough by a wearable hearing aid. More than one bone anchored hearing aid per Covered Person who meets the above coverage criteria during the entire period of time you are enrolled under the Policy. Repairs and/or replacement for a bone anchored hearing aid when you meet the above coverage criteria, other than for malfunctions. Routine vision exams, including refractive exams to determine the need for vision correction.

Services your plan does not cover (Exclusions)

All Other Exclusions

Health care services and supplies that do not meet the definition of a Covered Health Care Service. Covered Health Care Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Care Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, all forms of vaccinations and immunizations or treatments that are otherwise covered under the Policy when: required only for school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders. (This exclusion does not apply to services that are determined to be Medically Necessary). Conducted for purposes of medical research (This exclusion does not apply to Covered Health Care Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to get or maintain a license of any type. Health care services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply if you are a civilian injured or otherwise affected by war, any act of war, or terrorism in non-war zones. Health care services received after the date your coverage under the Policy ends. This applies to all health care services, even if the health care service is required to treat a medical condition that started before the date your coverage under the Policy ended. This exclusion does not apply to health services covered under Extended Coverage for Pregnancy or Extended Coverage for Total Disability in Section 4 of the COC. Health care services when you have no legal responsibility to pay, or when a charge would not ordinarily be made in the absence of coverage under the Policy. In the event an out-of-Network provider waives, does not pursue, or fails to collect co-payments, co-insurance and/or any deductible or other amount owed for a particular health care service, no Benefits are provided for the health care service when the co-payments, co-insurance and/or deductible are waived. Charges in excess of the Allowed Amount or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Foreign language and sign language interpretation services offered by or required to be provided by a Network or out-of-Network provider. Health care services related to a non-Covered Health Care Service: When a service is not a Covered Health Care Service, all services related to that non-Covered Health Care Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Care Services if the service treats complications that arise from the non-Covered Health Care Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

For Internal Use only:

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Base/Value HSA/Comb/NonEmb/33053/2018/INS

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

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to Civil Rights Coordinator.

Online: UHC_Civil_Rights@uhc.com

Mail: Civil Rights Coordinator. United HealthCare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 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, 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. Or, you can ask for an interpreter. To ask for help, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

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 **русском (Russian)**. Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

تنبيه: إذا كنت تتحدث العربية (**Arabic**)، فإن خدمات المساعدة اللغوية المجانية متاحة لك. الرجاء الاتصال على رقم الهاتف المجاني الموجود على معرف العضوية.

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

कृपा ध्यान दें: यदि आप हिंदी (Hindi) भाषी हैं तो आपके लिए भाषा सहायता सेवाएं निःशुल्क उपलब्ध हैं। कृपा अपने पहचान पत्र पर दिए टाल-फ्री फोन नंबर पर काल 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.

ចំណាប់អារម្មណ៍: បើសិនអ្នកនិយាយភាសាខ្មែរ (Khmer) សេវាជំនួយភាសាមេធាវីពិតជាក្រៃ គឺមានសំណប់អ្នក។ សូមទូរស័ព្ទទៅលេខពត៌តក្រៃ ដែលមាននៅលើអត្តសញ្ញាណប័ណ្ណរបស់អ្នក។

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.

DÍÍ BAA'ÁKONÍNÍZIN: Diné (Navajo) bizaad bee yánífti'go, saad bee áka'anída'awo'ígíí, t'áá jíílk'eh, bee ná'ahóót'i'. T'áá shq'odí ninaaltsoos nít'i'izí bee nééhozinígíí bine'déé' t'áá jíílk'ehgo béésh bee hane'í biká'ígíí bee hodílnih.

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.

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What is a benefit summary?

This is a summary of what the plan does and does not cover. This summary can also help you understand your share of the costs. It's always best to review your Certificate of Coverage (COC) and check your coverage before getting any health care services, when possible.

What are the benefits of the Choice Plan with an HSA?

Use our national network and an HSA to save money.

A network is a group of health care providers and facilities that have a contract with UnitedHealthcare. You can receive care and services from anyone in our network. You can save money when you use the health savings account (HSA) and the network.

- > **Save money by staying in our network.** If you don't use the network, you'll have to pay for all of the costs.
- > **There's no need to choose a primary care provider (PCP) or get referrals to see a specialist.** Consider a PCP; they can be helpful in managing your care.
- > **Preventive care is covered 100% in our network.**
- > **You can open a health savings account (HSA).** An HSA is a personal bank account to help you save and pay for your health care, and help you save on taxes.

Not enrolled yet? Learn more about this plan and search for network doctors or hospitals at welcometouhc.com/choicehsa or call 1-866-873-3903, TTY 711, 8 a.m. to 8 p.m. local time, Monday through Friday.

Are you a member?

Easily manage your benefits online at myuhc.com® and on the go with the **UnitedHealthcare Health4Me**® mobile app.

For questions, call the member phone number on your health plan ID card.

Benefits At-A-Glance

What you may pay for network care

This chart is a simple summary of the costs you may have to pay when you receive care in the network. It doesn't include all of the deductibles and co-payments you may have to pay. You can find more benefit details beginning on page 2.

Co-insurance	Individual Deductible	Co-insurance
(Your cost for an office visit)	(Your cost before the plan starts to pay)	(Your cost share after the deductible)
10%	\$1,500	10%

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage for certain conditions. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents are correct. 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.

Your Costs

In addition to your premium (monthly) payments paid by you or your employer, you are responsible for paying these costs.

Your cost if you use Network Benefits

Annual Deductible - Combined Medical and Pharmacy

What is an annual deductible?

The annual deductible is the amount you pay for Covered Health Care Services per year before you are eligible to receive Benefits. It does not include any amount that exceeds Allowed Amounts. The deductible may not apply to all Covered Health Care Services. You may have more than one type of deductible.

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

Medical Deductible - Single Coverage \$1,500 per year

Medical Deductible - Family Coverage \$3,000 per year

Out-of-Pocket Limit - Combined Medical and Pharmacy

What is an out-of-pocket limit?

The Out-of-Pocket Limit is the maximum you pay per year. Once you reach the Out-of-Pocket Limit, Benefits are payable at 100% of Allowed Amounts during the rest of that year.

- > Your co-pays, co-insurance and deductibles (including pharmacy) count towards meeting the out-of-pocket limit.
- > If more than one person in a family is covered under the Policy, the single coverage out-of-pocket limit does not apply.

Out-of-Pocket Limit - Single Coverage \$4,000 per year

Out-of-Pocket Limit - Family Coverage \$6,000 per year

Your Costs

What is co-insurance?

Co-insurance is the amount you pay each time you receive certain Covered Health Care Services calculated as a percentage of the Allowed Amount (for example, 20%). You pay co-insurance plus any deductibles you owe. Co-insurance is not the same as a co-payment (or co-pay).

What is a co-payment?

A Co-payment is the amount you pay each time you receive certain Covered Health Care Services calculated as a set dollar amount (for example, \$50). You are responsible for paying the lesser of the applicable Co-payment or the Allowed Amount. Please see the specific Covered Health Care Service to see if a co-payment applies and how much you have to pay.

What is Prior Authorization?

Prior Authorization is getting approval before you receive certain Covered Health Care Services. Physicians and other health care professionals who participate in a Network are responsible for obtaining prior authorization. However there are some Benefits that you are responsible for obtaining authorization before you receive the services. Please see the specific Covered Health Care Service to find services that require you to obtain prior authorization.

Want more information?

Find additional definitions in the glossary at justplainclear.com.

Your Costs

Following is a list of services that your plan covers in alphabetical order. In addition to your premium (monthly) payments paid by you or your employer, you are responsible for paying these costs.

Covered Health Care Services	Your cost if you use Network Benefits
Ambulance Services	
Emergency Ambulance	10% co-insurance, after the medical deductible has been met.
Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.	
Non-Emergency Ambulance	10% co-insurance, after the medical deductible has been met.
Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.	
	Prior Authorization is required for Non-Emergency Ambulance.
Bones or Joints of the Jaw and Facial Region	
	10% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.
Cleft Lip/Cleft Palate Treatment	
	10% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.
Clinical Trials	
	The amount you pay is based on where the covered health care service is provided.
	Prior Authorization is required.
Congenital Heart Disease (CHD) Surgeries	
	10% co-insurance, after the medical deductible has been met.
Dental Services - Accident Only	
	10% co-insurance, after the medical deductible has been met.
	Prior Authorization is required.
Dental Services - Anesthesia and Hospitalization	
	10% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits
Diabetes Services	
Diabetes Self Management and Training/Diabetic Eye Exams/Foot Care:	The amount you pay is based on where the covered health care service is provided.
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 Outpatient Prescription Drug Rider.
Durable Medical Equipment (DME), Orthotics and Supplies	
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.	10% co-insurance, after the medical deductible has been met.
Emergency Health Care Services - Outpatient	
	10% co-insurance, after the medical deductible has been met. Notification is required if confined in an Out-of-Network Hospital.
Enteral Formulas	
	10% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Gender Dysphoria	
	The amount you pay is based on where the covered health care service is provided. Prior Authorization is required for certain services.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits
Habilitative Services	
<p>Inpatient: Inpatient services limited per year as follows: Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.</p>	<p>The amount you pay is based on where the covered health care service is provided.</p>
<p>Outpatient: Outpatient therapies: Physical therapy. Occupational therapy. Manipulative Treatment. Speech therapy. Post-cochlear implant aural therapy. Cognitive therapy. For the above outpatient therapies: Limits will be the same as, and combined with, those stated under Rehabilitation Services – Outpatient Therapy and Manipulative Treatment.</p>	<p>10% co-insurance, after the medical deductible has been met.</p>
<p>Visit limits do not apply to Autism Spectrum Disorder.</p>	
Hearing Aids	
<p>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.</p>	<p>10% co-insurance, after the medical deductible has been met.</p>
Home Health Care	
<p>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.</p>	<p>10% co-insurance, after the medical deductible has been met.</p>
<p>For the administration of intravenous infusion, you must receive services from a provider we identify.</p>	

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits
Hospice Care	
	10% co-insurance, after the medical deductible has been met.
Hospital - Inpatient Stay	
	10% co-insurance, after the medical deductible has been met.
Lab, X-Ray and Diagnostic - Outpatient	
Lab Testing - Outpatient	10% co-insurance, after the medical deductible has been met.
X-Ray and Other Diagnostic Testing - Outpatient	10% co-insurance, after the medical deductible has been met.
Major Diagnostic and Imaging - Outpatient	
	10% co-insurance, after the medical deductible has been met.
Mental Health Care and Substance - Related and Addictive Disorders Services	
Inpatient:	10% co-insurance, after the medical deductible has been met.
Outpatient:	10% co-insurance, after the medical deductible has been met.
Partial Hospitalization/Intensive Outpatient Treatment:	10% co-insurance, after the medical deductible has been met.
Osteoporosis Treatment	
	10% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Ostomy Supplies	
Limited to \$2,500 per year.	10% co-insurance, after the medical deductible has been met.
Pharmaceutical Products - Outpatient	
This includes medications given at a doctor's office, or in a Covered Person's home.	10% co-insurance, after the medical deductible has been met.
Physician Fees for Surgical and Medical Services	
	10% co-insurance, after the medical deductible has been met.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits
Physician's Office Services - Sickness and Injury	
	10% co-insurance for a primary care physician office visit, after the medical deductible has been met.
	10% co-insurance for a specialist office visit, after the medical deductible has been met.
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.
Prescription Drug Benefits	
Prescription drug benefits are shown in the Prescription Drug benefit summary.	
Preventive Care Services	
Physician Office Services, Lab, X-Ray or other preventive tests.	You pay nothing. A deductible does not apply.
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 co-pay, co-insurance or deductible.	
Prosthetic Devices	
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.	10% co-insurance, after the medical deductible has been met.
Reconstructive Procedures	
	The amount you pay is based on where the covered health care service is provided.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits
Rehabilitation Services - Outpatient Therapy and Manipulative Treatment	
Limited to: 20 visits of pulmonary rehabilitation therapy. 36 visits of cardiac rehabilitation therapy. 20 visits of physical therapy. 20 visits of occupational therapy. 20 visits of speech therapy. 30 visits of post-cochlear implant aural therapy. 20 visits of cognitive rehabilitation therapy. 20 visits of Manipulative Treatments. Visit limits do not apply to Autism Spectrum Disorder.	10% co-insurance, after the medical deductible has been met.
Scopic Procedures - Outpatient Diagnostic and Therapeutic	
Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.	10% co-insurance, after the medical deductible has been met.
Skilled Nursing Facility / Inpatient Rehabilitation Facility Services	
Limited to 60 days per year.	10% co-insurance, after the medical deductible has been met.
Surgery - Outpatient	
	10% co-insurance, after the medical deductible has been met.
Therapeutic Treatments - Outpatient	
Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.	10% co-insurance, after the medical deductible has been met.
Transplantation Services	
Network Benefits must be received from a Designated Provider.	The amount you pay is based on where the covered health care service is provided. Prior Authorization is required.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits
Urgent Care Center Services	10% co-insurance, after the medical deductible has been met.
Virtual Visits	10% co-insurance, after the medical deductible has been met.
Benefits are available only when services are delivered through a Designated Virtual Visit 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.	

Services your plan does not cover (Exclusions)

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.

Alternative Treatments

Acupressure; acupuncture; aromatherapy; hypnotism; massage therapy; rolfing; adventure-based therapy, wilderness therapy, outdoor therapy or similar programs, art therapy, music therapy, dance therapy, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Integrative Health (NCCIH) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 1 of the COC.

Dental

Dental care (which includes dental X-rays, supplies and appliances and all related expenses, including hospitalizations and anesthesia). This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services – Anesthesia and Hospitalization in Section 1 of the COC. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Policy, limited to: Transplant preparation; prior to initiation of immunosuppressive drugs; the direct treatment of acute traumatic Injury, cancer or cleft palate. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of tooth decay or cavities resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include: removal, restoration and replacement of teeth; medical or surgical treatments of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to dental services for which Benefits are provided as described under Bones or Joints of the Jaw and Facial Region and Cleft Lip/Cleft Palate in Section 1 of the COC. This exclusion does not apply to preventive care for which Benefits are provided under the United States Preventive Services Task Force requirement or the Health Resources and Services Administration (HRSA) requirement. This exclusion also does not apply to accident - related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental braces (orthodontics). Treatment of congenitally missing, malpositioned, or supernumerary teeth, even if part of a Congenital Anomaly. This exclusion does not apply to dental services for which Benefits are provided as described under Cleft Lip/Cleft Palate in Section 1 of the COC.

Devices, Appliances and Prosthetics

Devices used as safety items or to help performance in sports-related activities. Orthotic appliances that straighten or reshape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. This exclusion does not apply to braces for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Cranial banding. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to help in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Oral appliances for snoring. Repair or replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

Services your plan does not cover (Exclusions)

Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their traits (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Benefits as described under Diabetes Services in Section 1 of the COC. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency Medical Condition and used while in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy. New Pharmaceutical Products and/or new dosage forms until the date they are reviewed. A Pharmaceutical Product that contains (an) active ingredient(s) available in and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product that contains (an) active ingredient(s) which is (are) a modified version of and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product with an approved biosimilar or a biosimilar and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. For the purpose of this exclusion a "biosimilar" is a biological Pharmaceutical Product approved based on showing that it is highly similar to a reference product (a biological Pharmaceutical Product) and has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times per calendar year. Certain Pharmaceutical Products for which there are therapeutically equivalent (having essentially the same efficacy and adverse effect profile) alternatives available, unless otherwise required by law or approved by us. Such determinations may be made up to six times during a calendar year. Certain Pharmaceutical Products that have not been prescribed by a Specialist. Certain Pharmaceutical Products that have not been prescribed by a Specialist.

Experimental or Investigational or Unproven Services

Experimental or Investigational and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition. This exclusion does not apply to medically appropriate medications prescribed for the treatment of cancer. The drug must be recognized for the treatment of that indication, and published within a standard reference compendium or recommended in medical literature. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC.

Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care if you have diabetes for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care if you are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Treatment of subluxation of the foot. Shoes; shoe orthotics; shoe inserts and arch supports.

Gender Dysphoria

Cosmetic Procedures including the following: Abdominoplasty. Blepharoplasty. Breast enlargement, including augmentation mammoplasty and breast implants. Body contouring, such as lipoplasty. Brow lift. Calf implants. Cheek, chin, and nose implants. Injection of fillers or neurotoxins. Face lift, forehead lift, or neck tightening. Facial bone remodeling for facial feminizations. Hair removal. Hair transplantation. Lip augmentation. Lip reduction. Liposuction. Mastopexy. Pectoral implants for chest masculinization. Rhinoplasty. Skin resurfacing. Thyroid cartilage reduction; reduction thyroid chondroplasty; trachea shave (removal or reduction of the Adam's Apple). Voice modification surgery. Voice lessons and voice therapy.

Services your plan does not cover (Exclusions)

Medical Supplies and Equipment

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, gauze and dressings, urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of DME or prosthetic devices for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies and Prosthetic Devices in Section 1 of the COC. This exception does not apply to supplies for the administration of medical food products.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of the COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks except when used with DME as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Prescribed or non-prescribed publicly available devices, software applications and/or monitors that can be used for non-medical purposes. Repair or replacement of DME or orthotics due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

Mental Health Care and Substance-Related and Addictive Disorders

Services performed in connection with conditions not classified in the current edition of the International Classification of Diseases section on Mental and Behavioral Disorders or Diagnostic and Statistical Manual of the American Psychiatric Association. Outside of an assessment, services as treatments for a primary diagnosis of conditions and problems that may be a focus of clinical attention, but are specifically noted not to be mental disorders within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Outside of an assessment, services as treatments for the primary diagnoses of learning disabilities, conduct and disruptive impulse control and conduct disorders, gambling disorder, and paraphilic disorders. Services that are solely educational in nature or otherwise paid under state or federal law for purely educational purposes. Tuition or services that are school-based for children and adolescents required to be provided by, or paid for by, the school under the Individuals with Disabilities Education Act. Outside of an assessment, unspecified disorders for which the provider is not obligated to provide clinical rationale as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Transitional Living services.

Nutrition

Individual and group nutritional counseling including non-specific disease nutritional education such as general good eating habits, calorie control or dietary preferences. This exclusion does not apply to preventive care for which Benefits are provided under the United States Preventive Services Task Force requirement. This exclusion also does not apply to medical nutritional education services that are provided as part of treatment for a disease by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is a part of treatment.
- There is a lack of knowledge regarding the disease which requires the help of a trained health professional.

Food of any kind including modified food products such as low protein and low carbohydrate; enteral formula (including when administered using a pump), infant formula and donor breast milk. This exclusion does not apply to Benefits described under Enteral Formulas in Section 1 of the COC. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements and electrolytes.

Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; batteries and battery chargers; breast pumps (This exclusion does not apply to breast pumps for which Benefits are provided under the Health Resources and Services Administration (HRSA) requirement); car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment; home modifications such as elevators, handrails and ramps; hot and cold compresses; hot tubs; humidifiers; jacuzzis; mattresses; medical alert systems; motorized beds; music devices; personal computers; pillows; power-operated vehicles; radios; saunas; stair lifts and stair glides; strollers; safety equipment; treadmills; vehicle modifications such as van lifts; video players, whirlpools.

Services your plan does not cover (Exclusions)

Physical Appearance

Cosmetic Procedures. See the definition in Section 9 of the COC. Examples include: pharmacological regimens, nutritional procedures or treatments. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures). Skin abrasion procedures performed as a treatment for acne. Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple. Treatment for skin wrinkles or any treatment to improve the appearance of the skin. Treatment for spider veins. Hair removal or replacement by any means. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Note: Replacement of an existing breast implant is considered reconstructive if the first breast implant followed mastectomy. See Reconstructive Procedures in Section 1 of the COC. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness or flexibility. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded. Wigs regardless of the reason for the hair loss.

Procedures and Treatments

Removal of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical conditions that are provided to reduce potential risk factors, where improvement is not expected, including routine, long-term or maintenance/preventive treatment. Rehabilitation services for speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorder. Habilitative services for maintenance/preventive treatment. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident or stroke. Physiological treatments and procedures that result in the same therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. The following services for the diagnosis and treatment of TMJ: surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniosacral therapy; orthodontics; occlusal adjustment; and dental restorations. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region in Section 1 of the COC. Upper and lower jawbone surgery, orthognathic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for you because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services - Anesthesia and Hospitalization in Section 1 of the COC. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary tobacco cessation programs. These are programs that usually include health care providers specializing in tobacco cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. *Helicobacter pylori* (H. pylori) serologic testing.

Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal address. Services provided at a Freestanding Facility or diagnostic Hospital-based Facility without an order written by a Physician or other provider. Services which are self-directed to a Freestanding Facility or diagnostic Hospital-based Facility. Services ordered by a Physician or other provider who is an employee or representative of a Freestanding Facility or diagnostic Hospital-based Facility, when that Physician or other provider has not been involved in your medical care prior to ordering the service, or is not involved in your medical care after the service is received. This exclusion does not apply to mammography.

Services your plan does not cover (Exclusions)

Reproduction

Health care services and related expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. Gestational carrier (surrogate parenting), donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. In vitro fertilization regardless of the reason for treatment.

Services Provided under Another Plan

Health care services for when other coverage is required by federal, state or local law to be bought or provided through other arrangements. Examples include coverage required by workers' compensation, or similar legislation. If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected. Services resulting from accidental bodily injuries arising out of a motor vehicle accident to the extent the services are payable under a medical expense payment provision of an automobile insurance policy. Health care services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health care services during active military duty.

Transplants

Health care services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health care services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Policy.) Health care services for transplants involving permanent mechanical or animal organs. Transplant services that are not performed at a Designated Provider. This exclusion does not apply to cornea transplants.

Travel

Health care services provided in a foreign country, unless required as Emergency Health Care Services. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to Covered Health Care Services received from a Designated Provider may be paid back as determined by us. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under Ambulance Services in Section 1 of the COC.

Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis for sharp, sudden pain or for worsened long term pain. Custodial care or maintenance care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cures; services of personal care aides. Work hardening (treatment programs designed to return a person to work or to prepare a person for specific work).

Vision and Hearing

Cost and fitting charge for eyeglasses and contact lenses. Implantable lenses used only to fix a refractive error (such as Intacs corneal implants). Eye exercise or vision therapy. Surgery that is intended to allow you to see better without glasses or other vision correction. Examples include radial keratotomy, laser and other refractive eye surgery. Bone anchored hearing aids except when either of the following applies: You have craniofacial anomalies whose abnormal or absent ear canals prevent the use of a wearable hearing aid. You have hearing loss of sufficient severity that it would not be remedied enough by a wearable hearing aid. More than one bone anchored hearing aid per Covered Person who meets the above coverage criteria during the entire period of time you are enrolled under the Policy. Repairs and/or replacement for a bone anchored hearing aid when you meet the above coverage criteria, other than for malfunctions. Routine vision exams, including refractive exams to determine the need for vision correction.

Services your plan does not cover (Exclusions)

All Other Exclusions

Health care services and supplies that do not meet the definition of a Covered Health Care Service. Covered Health Care Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Care Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, all forms of vaccinations and immunizations or treatments that are otherwise covered under the Policy when: required only for school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders. (This exclusion does not apply to services that are determined to be Medically Necessary). Conducted for purposes of medical research (This exclusion does not apply to Covered Health Care Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to get or maintain a license of any type. Health care services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply if you are a civilian injured or otherwise affected by war, any act of war, or terrorism in non-war zones. Health care services received after the date your coverage under the Policy ends. This applies to all health care services, even if the health care service is required to treat a medical condition that started before the date your coverage under the Policy ended. This exclusion does not apply to health services covered under Extended Coverage for Pregnancy or Extended Coverage for Total Disability in Section 4 of the COC. Health care services when you have no legal responsibility to pay, or when a charge would not ordinarily be made in the absence of coverage under the Policy. In the event an out-of-Network provider waives, does not pursue, or fails to collect co-payments, co-insurance and/or any deductible or other amount owed for a particular health care service, no Benefits are provided for the health care service when the co-payments, co-insurance and/or deductible are waived. Charges in excess of the Allowed Amount or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Foreign language and sign language interpretation services offered by or required to be provided by a Network or out-of-Network provider. Health care services related to a non-Covered Health Care Service: When a service is not a Covered Health Care Service, all services related to that non-Covered Health Care Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Care Services if the service treats complications that arise from the non-Covered Health Care Service. For the purpose of this exclusion, a “complication” is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a “complication” are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

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

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to Civil Rights Coordinator.

Online: UHC_Civil_Rights@uhc.com

Mail: Civil Rights Coordinator. United HealthCare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 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, 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. Or, you can ask for an interpreter. To ask for help, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

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 **русском (Russian)**. Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

تنبيه: إذا كنت تتحدث **العربية (Arabic)**، فإن خدمات المساعدة اللغوية المجانية متاحة لك. الرجاء الاتصال على رقم الهاتف المجاني الموجود على معرف العضوية.

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

कृपा ध्यान दें: यदि आप **हिंदी (Hindi)** भाषी हैं तो आपके लिए भाषा सहायता सेवाएं निःशुल्क उपलब्ध हैं। कृपा अपने पहचान पत्र पर दिए टाल-फ्री फ़ोन नंबर पर काल 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.

ចំណាប់អារម្មណ៍: បើសិនអ្នកនិយាយភាសាខ្មែរ (Khmer) អាចទទួលបានសេវាជំនួយភាសាឥតគិតថ្លៃ ពីមាត់សំដីអ្នក។ សូមទូរស័ព្ទទៅលេខឥតគិតថ្លៃ ដែលមាននៅលើកាត់សម្គាល់សមាជិករបស់អ្នក។

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.

DÍÍ BAA'ÁKONÍNÍZIN: Diné (**Navajo**) bizaad bee yánit'i'go, saad bee áka'anída'awo'ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shq'odí ninaaltsoos nit'i'izí bee nééhozinígíí bine'déé' t'áá jíík'ehgo béésh bee hane'í 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.

What is a benefit summary?

This is a summary of what the plan does and does not cover. This summary can also help you understand your share of the costs. It's always best to review your Certificate of Coverage (COC) and check your coverage before getting any health care services, when possible.

What are the benefits of the Choice Plan?

Use our national network to save money.

A network is a group of health care providers and facilities that have a contract with UnitedHealthcare. You can receive care and services from anyone in our network.

- > **Save money by staying in our network.** If you don't use the network, you'll have to pay for all of the costs.
- > **There's no need to choose a primary care provider (PCP) or get referrals to see a specialist.** Consider a PCP; they can be helpful in managing your care.
- > **Preventive care is covered 100% in our network.**

Are you a member?

Easily manage your benefits online at myuhc.com® and on the go with the **UnitedHealthcare Health4Me**® mobile app.

For questions, call the member phone number on your health plan ID card.

Not enrolled yet? Learn more about this plan and search for network doctors or hospitals at welcometouhc.com/choice or call **1-866-873-3903**, TTY 711, 8 a.m. to 8 p.m. local time, Monday through Friday.

Benefits At-A-Glance

What you may pay for network care

This chart is a simple summary of the costs you may have to pay when you receive care in the network. It doesn't include all of the deductibles and co-payments you may have to pay. You can find more benefit details beginning on page 2.

Co-payment	Individual Deductible	Co-insurance
(Your cost for an office visit)	(Your cost before the plan starts to pay)	(Your cost share after the deductible)
\$25	\$1,000	20%

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage for certain conditions. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents are correct. 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.

Your Costs

In addition to your premium (monthly) payments paid by you or your employer, you are responsible for paying these costs.

Your cost if you use Network Benefits

Annual Deductible

What is an annual deductible?

The annual deductible is the amount you pay for Covered Health Care Services per year before you are eligible to receive Benefits. It does not include any amount that exceeds Allowed Amounts. The deductible may not apply to all Covered Health Care Services. You may have more than one type of deductible.

- > Your co-pays don't count towards meeting the deductible unless otherwise described within the specific covered health care service.
- > All individual deductible amounts will count towards meeting the family deductible, but an individual will not have to pay more than the individual deductible amount.

Medical Deductible - Individual \$1,000 per year

Medical Deductible - Family \$2,000 per year

Out-of-Pocket Limit

What is an out-of-pocket limit?

The Out-of-Pocket Limit is the maximum you pay per year. Once you reach the Out-of-Pocket Limit, Benefits are payable at 100% of Allowed Amounts during the rest of that year.

- > All individual out-of-pocket limit amounts will count towards meeting the family out-of-pocket limit, but an individual will not have to pay more than the individual out-of-pocket limit amount.
- > Your co-pays, co-insurance and deductibles (including pharmacy) count towards meeting the out-of-pocket limit.

Out-of-Pocket Limit - Individual \$3,500 per year

Out-of-Pocket Limit - Family \$7,000 per year

Your Costs

What is co-insurance?

Co-insurance is the amount you pay each time you receive certain Covered Health Care Services calculated as a percentage of the Allowed Amount (for example, 20%). You pay co-insurance plus any deductibles you owe. Co-insurance is not the same as a co-payment (or co-pay).

What is a co-payment?

A Co-payment is the amount you pay each time you receive certain Covered Health Care Services calculated as a set dollar amount (for example, \$50). You are responsible for paying the lesser of the applicable Co-payment or the Allowed Amount. Please see the specific Covered Health Care Service to see if a co-payment applies and how much you have to pay.

What is Prior Authorization?

Prior Authorization is getting approval before you receive certain Covered Health Care Services. Physicians and other health care professionals who participate in a Network are responsible for obtaining prior authorization. However there are some Benefits that you are responsible for obtaining authorization before you receive the services. Please see the specific Covered Health Care Service to find services that require you to obtain prior authorization.

Want more information?

Find additional definitions in the glossary at justplainclear.com.

Your Costs

Following is a list of services that your plan covers in alphabetical order. In addition to your premium (monthly) payments paid by you or your employer, you are responsible for paying these costs.

Covered Health Care Services	Your cost if you use Network Benefits
Ambulance Services	
Emergency Ambulance	20% co-insurance, after the medical deductible has been met.
Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.	
Non-Emergency Ambulance	20% co-insurance, after the medical deductible has been met.
Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.	
	Prior Authorization is required for Non-Emergency Ambulance.
Bones or Joints of the Jaw and Facial Region	
	20% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.
Cleft Lip/Cleft Palate Treatment	
	20% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.
Clinical Trials	
	The amount you pay is based on where the covered health care service is provided.
	Prior Authorization is required.
Congenital Heart Disease (CHD) Surgeries	
	20% co-insurance, after the medical deductible has been met.
Dental Services - Accident Only	
	20% co-insurance, after the medical deductible has been met.
	Prior Authorization is required.
Dental Services - Anesthesia and Hospitalization	
	20% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits
Diabetes Services	
Diabetes Self Management and Training/Diabetic Eye Exams/Foot Care:	The amount you pay is based on where the covered health care service is provided.
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 Outpatient Prescription Drug Rider.
Durable Medical Equipment (DME), Orthotics and Supplies	
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.	20% co-insurance, after the medical deductible has been met.
Emergency Health Care Services - Outpatient	
	\$350 co-pay per visit. A deductible does not apply. Notification is required if confined in an Out-of-Network Hospital.
Enteral Formulas	
	20% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Gender Dysphoria	
	The amount you pay is based on where the covered health care service is provided. Prior Authorization is required for certain services.

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits
Habilitative Services	
Inpatient: Inpatient services limited per year as follows: Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.	The amount you pay is based on where the covered health care service is provided.
Outpatient: Outpatient therapies: Physical therapy. Occupational therapy. Manipulative Treatment. Speech therapy. Post-cochlear implant aural therapy. Cognitive therapy. For the above outpatient therapies: Limits will be the same as, and combined with, those stated under Rehabilitation Services – Outpatient Therapy and Manipulative Treatment.	\$25 co-pay per visit. A deductible does not apply.
Visit limits do not apply to Autism Spectrum Disorder.	
Hearing Aids	
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.	20% co-insurance, after the medical deductible has been met.
Home Health Care	
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.	20% co-insurance, after the medical deductible has been met.
For the administration of intravenous infusion, you must receive services from a provider we identify.	

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits
Hospice Care	
	20% co-insurance, after the medical deductible has been met.
Hospital - Inpatient Stay	
	20% co-insurance, after the medical deductible has been met.
Lab, X-Ray and Diagnostic - Outpatient	
Lab Testing - Outpatient	You pay nothing. A deductible does not apply.
X-Ray and Other Diagnostic Testing - Outpatient	You pay nothing. A deductible does not apply.
Major Diagnostic and Imaging - Outpatient	
	20% co-insurance, after the medical deductible has been met.
Mental Health Care and Substance - Related and Addictive Disorders Services	
Inpatient:	20% co-insurance, after the medical deductible has been met.
Outpatient:	\$50 co-pay per visit. A deductible does not apply.
Partial Hospitalization/Intensive Outpatient Treatment:	20% co-insurance, after the medical deductible has been met.
Osteoporosis Treatment	
	20% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Ostomy Supplies	
Limited to \$2,500 per year.	20% co-insurance, after the medical deductible has been met.
Pharmaceutical Products - Outpatient	
This includes medications given at a doctor's office, or in a Covered Person's home.	20% co-insurance, after the medical deductible has been met.
Physician Fees for Surgical and Medical Services	
	20% co-insurance, after the medical deductible has been met.

Your Costs

Covered Health Care Services

Your cost if you use Network Benefits

Physician's Office Services - Sickness and Injury

\$25 co-pay per visit for a primary care physician office visit. A deductible does not apply.

\$50 co-pay per visit for a specialist office visit. A deductible does not apply.

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

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.

Prescription Drug Benefits

Prescription drug benefits are shown in the Prescription Drug benefit summary.

Preventive Care Services

Physician Office Services, Lab, X-Ray or other preventive tests. You pay nothing. A deductible does not apply.

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 co-pay, co-insurance or deductible.

Prosthetic Devices

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.

20% co-insurance, after the medical deductible has been met.

Reconstructive Procedures

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

Your Costs

Covered Health Care Services	Your cost if you use Network Benefits
Rehabilitation Services - Outpatient Therapy and Manipulative Treatment	
Limited to: 20 visits of pulmonary rehabilitation therapy. 36 visits of cardiac rehabilitation therapy. 20 visits of physical therapy. 20 visits of occupational therapy. 20 visits of speech therapy. 30 visits of post-cochlear implant aural therapy. 20 visits of cognitive rehabilitation therapy. 20 visits of Manipulative Treatments. Visit limits do not apply to Autism Spectrum Disorder.	\$25 co-pay per visit. A deductible does not apply.
Scopic Procedures - Outpatient Diagnostic and Therapeutic	
Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.	20% co-insurance, after the medical deductible has been met.
Skilled Nursing Facility / Inpatient Rehabilitation Facility Services	
Limited to 60 days per year.	20% co-insurance, after the medical deductible has been met.
Surgery - Outpatient	
	20% co-insurance, after the medical deductible has been met.
Therapeutic Treatments - Outpatient	
Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.	20% co-insurance, after the medical deductible has been met.
Transplantation Services	
Network Benefits must be received from a Designated Provider.	The amount you pay is based on where the covered health care service is provided. Prior Authorization is required.

Your Costs

Covered Health Care Services

Your cost if you use Network Benefits

Urgent Care Center Services

\$100 co-pay per visit. A deductible does not apply.

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

Virtual Visits

Benefits are available only when services are delivered through a Designated Virtual Visit 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.

\$10 co-pay per visit. A deductible does not apply.

Services your plan does not cover (Exclusions)

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.

Alternative Treatments

Acupressure; acupuncture; aromatherapy; hypnotism; massage therapy; rolfing; adventure-based therapy, wilderness therapy, outdoor therapy or similar programs, art therapy, music therapy, dance therapy, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Integrative Health (NCCIH) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 1 of the COC.

Dental

Dental care (which includes dental X-rays, supplies and appliances and all related expenses, including hospitalizations and anesthesia). This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services – Anesthesia and Hospitalization in Section 1 of the COC. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Policy, limited to: Transplant preparation; prior to initiation of immunosuppressive drugs; the direct treatment of acute traumatic Injury, cancer or cleft palate. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of tooth decay or cavities resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include: removal, restoration and replacement of teeth; medical or surgical treatments of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to dental services for which Benefits are provided as described under Bones or Joints of the Jaw and Facial Region and Cleft Lip/Cleft Palate in Section 1 of the COC. This exclusion does not apply to preventive care for which Benefits are provided under the United States Preventive Services Task Force requirement or the Health Resources and Services Administration (HRSA) requirement. This exclusion also does not apply to accident - related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. Dental braces (orthodontics). Treatment of congenitally missing, malpositioned, or supernumerary teeth, even if part of a Congenital Anomaly. This exclusion does not apply to dental services for which Benefits are provided as described under Cleft Lip/Cleft Palate in Section 1 of the COC.

Devices, Appliances and Prosthetics

Devices used as safety items or to help performance in sports-related activities. Orthotic appliances that straighten or reshape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. This exclusion does not apply to braces for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Cranial banding. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to help in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Oral appliances for snoring. Repair or replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

Services your plan does not cover (Exclusions)

Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their traits (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Benefits as described under Diabetes Services in Section 1 of the COC. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency Medical Condition and used while in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy. New Pharmaceutical Products and/or new dosage forms until the date they are reviewed. A Pharmaceutical Product that contains (an) active ingredient(s) available in and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product that contains (an) active ingredient(s) which is (are) a modified version of and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product with an approved biosimilar or a biosimilar and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. For the purpose of this exclusion a "biosimilar" is a biological Pharmaceutical Product approved based on showing that it is highly similar to a reference product (a biological Pharmaceutical Product) and has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times per calendar year. Certain Pharmaceutical Products for which there are therapeutically equivalent (having essentially the same efficacy and adverse effect profile) alternatives available, unless otherwise required by law or approved by us. Such determinations may be made up to six times during a calendar year. Certain Pharmaceutical Products that have not been prescribed by a Specialist. Certain Pharmaceutical Products that have not been prescribed by a Specialist.

Experimental or Investigational or Unproven Services

Experimental or Investigational and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition. This exclusion does not apply to medically appropriate medications prescribed for the treatment of cancer. The drug must be recognized for the treatment of that indication, and published within a standard reference compendium or recommended in medical literature. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC.

Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care if you have diabetes for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care if you are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Treatment of subluxation of the foot. Shoes; shoe orthotics; shoe inserts and arch supports.

Gender Dysphoria

Cosmetic Procedures including the following: Abdominoplasty. Blepharoplasty. Breast enlargement, including augmentation mammoplasty and breast implants. Body contouring, such as lipoplasty. Brow lift. Calf implants. Cheek, chin, and nose implants. Injection of fillers or neurotoxins. Face lift, forehead lift, or neck tightening. Facial bone remodeling for facial feminizations. Hair removal. Hair transplantation. Lip augmentation. Lip reduction. Liposuction. Mastopexy. Pectoral implants for chest masculinization. Rhinoplasty. Skin resurfacing. Thyroid cartilage reduction; reduction thyroid chondroplasty; trachea shave (removal or reduction of the Adam's Apple). Voice modification surgery. Voice lessons and voice therapy.

Services your plan does not cover (Exclusions)

Medical Supplies and Equipment

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, gauze and dressings, urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of DME or prosthetic devices for which Benefits are provided as described under Durable Medical Equipment (DME), Orthotics and Supplies and Prosthetic Devices in Section 1 of the COC. This exception does not apply to supplies for the administration of medical food products.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of the COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks except when used with DME as described under Durable Medical Equipment (DME), Orthotics and Supplies in Section 1 of the COC. Prescribed or non-prescribed publicly available devices, software applications and/or monitors that can be used for non-medical purposes. Repair or replacement of DME or orthotics due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

Mental Health Care and Substance-Related and Addictive Disorders

Services performed in connection with conditions not classified in the current edition of the International Classification of Diseases section on Mental and Behavioral Disorders or Diagnostic and Statistical Manual of the American Psychiatric Association. Outside of an assessment, services as treatments for a primary diagnosis of conditions and problems that may be a focus of clinical attention, but are specifically noted not to be mental disorders within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Outside of an assessment, services as treatments for the primary diagnoses of learning disabilities, conduct and disruptive impulse control and conduct disorders, gambling disorder, and paraphilic disorders. Services that are solely educational in nature or otherwise paid under state or federal law for purely educational purposes. Tuition or services that are school-based for children and adolescents required to be provided by, or paid for by, the school under the Individuals with Disabilities Education Act. Outside of an assessment, unspecified disorders for which the provider is not obligated to provide clinical rationale as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Transitional Living services.

Nutrition

Individual and group nutritional counseling including non-specific disease nutritional education such as general good eating habits, calorie control or dietary preferences. This exclusion does not apply to preventive care for which Benefits are provided under the United States Preventive Services Task Force requirement. This exclusion also does not apply to medical nutritional education services that are provided as part of treatment for a disease by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is a part of treatment.
- There is a lack of knowledge regarding the disease which requires the help of a trained health professional.

Food of any kind including modified food products such as low protein and low carbohydrate; enteral formula (including when administered using a pump), infant formula and donor breast milk. This exclusion does not apply to Benefits described under Enteral Formulas in Section 1 of the COC. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements and electrolytes.

Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; batteries and battery chargers; breast pumps (This exclusion does not apply to breast pumps for which Benefits are provided under the Health Resources and Services Administration (HRSA) requirement); car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment; home modifications such as elevators, handrails and ramps; hot and cold compresses; hot tubs; humidifiers; jacuzzis; mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; stair lifts and stair glides; strollers; safety equipment; treadmills; vehicle modifications such as van lifts; video players, whirlpools.

Services your plan does not cover (Exclusions)

Physical Appearance

Cosmetic Procedures. See the definition in Section 9 of the COC. Examples include: pharmacological regimens, nutritional procedures or treatments. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures). Skin abrasion procedures performed as a treatment for acne. Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple. Treatment for skin wrinkles or any treatment to improve the appearance of the skin. Treatment for spider veins. Hair removal or replacement by any means. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Note: Replacement of an existing breast implant is considered reconstructive if the first breast implant followed mastectomy. See Reconstructive Procedures in Section 1 of the COC. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness or flexibility. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded. Wigs regardless of the reason for the hair loss.

Procedures and Treatments

Removal of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical conditions that are provided to reduce potential risk factors, where improvement is not expected, including routine, long-term or maintenance/preventive treatment. Rehabilitation services for speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorder. Habilitative services for maintenance/preventive treatment. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident or stroke. Physiological treatments and procedures that result in the same therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. The following services for the diagnosis and treatment of TMJ: surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniosacral therapy; orthodontics; occlusal adjustment; and dental restorations. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region in Section 1 of the COC. Upper and lower jawbone surgery, orthognathic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for you because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. This exclusion does not apply to Benefits as described under Bones or Joints of the Jaw and Facial Region and Dental Services - Anesthesia and Hospitalization in Section 1 of the COC. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary tobacco cessation programs. These are programs that usually include health care providers specializing in tobacco cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. *Helicobacter pylori* (H. pylori) serologic testing.

Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal address. Services provided at a Freestanding Facility or diagnostic Hospital-based Facility without an order written by a Physician or other provider. Services which are self-directed to a Freestanding Facility or diagnostic Hospital-based Facility. Services ordered by a Physician or other provider who is an employee or representative of a Freestanding Facility or diagnostic Hospital-based Facility, when that Physician or other provider has not been involved in your medical care prior to ordering the service, or is not involved in your medical care after the service is received. This exclusion does not apply to mammography.

Services your plan does not cover (Exclusions)

Reproduction

Health care services and related expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. Gestational carrier (surrogate parenting), donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. In vitro fertilization regardless of the reason for treatment.

Services Provided under Another Plan

Health care services for when other coverage is required by federal, state or local law to be bought or provided through other arrangements. Examples include coverage required by workers' compensation, or similar legislation. If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected. Services resulting from accidental bodily injuries arising out of a motor vehicle accident to the extent the services are payable under a medical expense payment provision of an automobile insurance policy. Health care services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health care services during active military duty.

Transplants

Health care services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health care services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Policy.) Health care services for transplants involving permanent mechanical or animal organs. Transplant services that are not performed at a Designated Provider. This exclusion does not apply to cornea transplants.

Travel

Health care services provided in a foreign country, unless required as Emergency Health Care Services. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to Covered Health Care Services received from a Designated Provider may be paid back as determined by us. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under Ambulance Services in Section 1 of the COC.

Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis for sharp, sudden pain or for worsened long term pain. Custodial care or maintenance care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cures; services of personal care aides. Work hardening (treatment programs designed to return a person to work or to prepare a person for specific work).

Vision and Hearing

Cost and fitting charge for eyeglasses and contact lenses. Implantable lenses used only to fix a refractive error (such as Intacs corneal implants). Eye exercise or vision therapy. Surgery that is intended to allow you to see better without glasses or other vision correction. Examples include radial keratotomy, laser and other refractive eye surgery. Bone anchored hearing aids except when either of the following applies: You have craniofacial anomalies whose abnormal or absent ear canals prevent the use of a wearable hearing aid. You have hearing loss of sufficient severity that it would not be remedied enough by a wearable hearing aid. More than one bone anchored hearing aid per Covered Person who meets the above coverage criteria during the entire period of time you are enrolled under the Policy. Repairs and/or replacement for a bone anchored hearing aid when you meet the above coverage criteria, other than for malfunctions. Routine vision exams, including refractive exams to determine the need for vision correction.

Services your plan does not cover (Exclusions)

All Other Exclusions

Health care services and supplies that do not meet the definition of a Covered Health Care Service. Covered Health Care Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Care Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, all forms of vaccinations and immunizations or treatments that are otherwise covered under the Policy when: required only for school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders. (This exclusion does not apply to services that are determined to be Medically Necessary). Conducted for purposes of medical research (This exclusion does not apply to Covered Health Care Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to get or maintain a license of any type. Health care services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply if you are a civilian injured or otherwise affected by war, any act of war, or terrorism in non-war zones. Health care services received after the date your coverage under the Policy ends. This applies to all health care services, even if the health care service is required to treat a medical condition that started before the date your coverage under the Policy ended. This exclusion does not apply to health services covered under Extended Coverage for Pregnancy or Extended Coverage for Total Disability in Section 4 of the COC. Health care services when you have no legal responsibility to pay, or when a charge would not ordinarily be made in the absence of coverage under the Policy. In the event an out-of-Network provider waives, does not pursue, or fails to collect co-payments, co-insurance and/or any deductible or other amount owed for a particular health care service, no Benefits are provided for the health care service when the co-payments, co-insurance and/or deductible are waived. Charges in excess of the Allowed Amount or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Foreign language and sign language interpretation services offered by or required to be provided by a Network or out-of-Network provider. Health care services related to a non-Covered Health Care Service: When a service is not a Covered Health Care Service, all services related to that non-Covered Health Care Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Care Services if the service treats complications that arise from the non-Covered Health Care Service. For the purpose of this exclusion, a “complication” is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a “complication” are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

For Internal Use only:

FLMAA04AQPY18

Item# Rev. Date

213-13517 0318_rev04

Base/Value/Sep/Emb/33060/2018/INS

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

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to Civil Rights Coordinator.

Online: UHC_Civil_Rights@uhc.com

Mail: Civil Rights Coordinator. United HealthCare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 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, 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. Or, you can ask for an interpreter. To ask for help, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

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 **русском (Russian)**. Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

تنبيه: إذا كنت تتحدث **العربية (Arabic)**، فإن خدمات المساعدة اللغوية المجانية متاحة لك. الرجاء الاتصال على رقم الهاتف المجاني الموجود على معرف العضوية.

ATANSYON: Si w pale **Kreyòl ayisyen (Haitian Creole)**, ou kapab benefisye 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.

कृपा ध्यान दें: यदि आप हिंदी (Hindi) भाषी हैं तो आपके लिए भाषा सहायता सेवाएं नि:शुल्क उपलब्ध हैं। कृपा अपने पहचान पत्र पर दिए टाल-फ्री फ़ोन नंबर पर काल 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.

ចំណាប់អារម្មណ៍: បើសិនអ្នកនិយាយភាសាខ្មែរ (Khmer) សូមទូរស័ព្ទទៅលេខឥតគិតថ្លៃ ដែលមាននៅលើកាត់សម្គាល់អ្នកសមាជិក។

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.

Díí BAA'ÁKONÍNÍZIN: Diné (Navajo) bizaad bee yánit'i'go, saad bee áka'anída'awo'ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shqoqí ninaaltsoos nit'i'izi bee nééhozinígíí bine'déé' t'áá jíík'ehgo béésh bee hane'í 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.



GUARDIAN®

Group Number: 00516368

TOWN OF SURFSIDE

ALL ELIGIBLE EMPLOYEES

Here you'll find information about your following employee benefit(s). Be sure to review the enclosed - it provides everything you need to sign up for your Guardian benefits.

PLAN HIGHLIGHTS

- Dental
- Vision



Welcome

Dear TOWN OF SURFSIDE Employee,

We're pleased to tell you that Guardian will be our coverage provider this year. We have chosen Guardian because of its competitive rates, excellent service reputation, and extensive plan designs.

We have worked hard to negotiate group rates that will be affordable for all employees. All coverage is paid through payroll deduction.

Yamileth Slate-McCloud

TOWN OF SURFSIDE

Dental Benefit Summary
Group Number: 00516368

About Your Benefits:

Taking care of your teeth can be expensive. That's why the right dental insurance is so important — it not only pays for preventive care that can keep you and your family healthy, but it also helps pay for more extensive, costly and often unexpected expenses — such as fillings, crowns and root canals. Plus, you save money and have the assurance that you are getting the right care when you use one of our contracted dentists. Guardian been providing outstanding dental plans to millions of Americans for more than 50 years. When you enroll with Guardian, you have access to one of the nation's largest dental networks offering significant discounts so you know there's always high-quality, affordable dental care close by. From preventive checkups and cleanings, to comprehensive oral care treatments, we have you covered.

Option 1: With your **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: With your **PPO** plan, you can visit any dentist; but you pay less out-of-pocket when you choose a PPO dentist.

Your Dental Plan	Option 1: DHMO	Option 2: PPO
Your Network is	Guardian	DentalGuard Preferred
Plan year deductible		<i>In-Network</i> <i>Out-of-Network</i>
Individual	No deductible	\$50 \$50
Family limit		3 per family
Waived for		Preventive Preventive
Charges covered for you (co-insurance)	<i>Network only</i>	<i>In-Network</i> <i>Out-of-Network</i>
Preventive Care	You pay a copay for each	100% 100%
Basic Care	covered procedure. See	90% 80%
Major Care	"Plan Details", for	60% 50%
Orthodontia	more information.	50% 50%
Annual Maximum Benefit		\$2000
Maximum Rollover	Maximum Rollover is not	Yes
Rollover Threshold	applicable for this plan type.	\$800
Rollover Amount		\$400
Rollover In-network Amount		\$600
Rollover Account Limit		\$1500
Lifetime Orthodontia Maximum	Not Applicable	\$1500
Office visit copay	\$0	None
Dependent Age Limits	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)	
Preventive Care	Cleaning (prophylaxis)	Network only	In-network	Out-of-network
	Frequency:	\$0	100%	100%
	Fluoride Treatments	2 times in 12 months [^]	2 in 12 Months	
	Limits:	\$0	100%	100%
	Oral Exams	No Age Limits	Under Age 19	
	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 [^]	Once Every 6 Months	
		(Standard)	(Standard)	
	Root Canal	\$120-270	90%	80%
	Scaling & Root Planing (per quadrant)	\$0	90%	80%
	Simple Extractions	\$0	90%	80%
	Surgical Extractions	\$30-200	90%	80%
Major Care	Bridges and Dentures	\$381-575	60%	50%
	Inlays, Onlays, Veneers**	\$250-370	60%	50%
	Repair & Maintenance of Crowns, Bridges & Dentures	\$0-160	60%	50%
	Single Crowns	\$375	60%	50%
Orthodontia	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. The total number of cleanings and periodontal maintenance procedures are combined in a 12 month period. *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 handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub exist, your paycheck stub prevails.

Manage Your Benefits:

Go to 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
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.

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-I-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

College Tuition Services

Special reward for participants enrolled in the Dental plan

Your employer has worked with Guardian to make College Tuition Benefit services available to eligible members enrolled in a Dental plan. Welcome to the College Tuition Benefits Rewards program! 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 SAGE Scholar Consortium of colleges.

You can use your College Tuition Benefits Rewards at over 340 private colleges and universities across the nation. 80% of SAGE colleges have received an "America's Best" ranking by US News and World Reports. Here is how the service works

- You will receive 2,000 rewards for each year you have Guardian Dental Plan benefits
- Each Tuition Reward point equals a \$1 tuition reduction
- Tuition Rewards can be given to your relatives including children, nephews, nieces, and grandchildren

To learn more about the program and how to get started, go to: www.Guardian.CollegeTuitionBenefit.com to set up your account. If you have any questions, please feel free to visit the website or contact College Tuition Benefit directly at 215-839-0119.

Register Today!

Guardian's Group Dental Insurance is underwritten by The Guardian Life Insurance Company of America (Guardian) or its subsidiaries. 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. #2014-15077 Exp. 12/16.

(Print and cut out ID Card)

College Tuition Benefits Rewards – ID Card

Register@

www.Guardian.CollegeTuitionBenefit.com

User ID: Is your Guardian Dental Plan Number that can be found on your Dental ID Card

Password: Guardian

f
o
l
d

The College Tuition Benefit

150 E. Swedesford Road, Suite 100

Wayne, PA 19087

Phone: (215) 839-0119

Fax: (215) 392-3255

Dental Maximum Rollover[®]

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.

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.

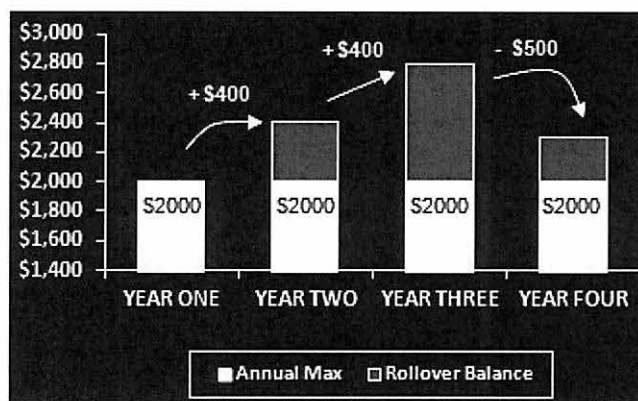
Here's how the benefits work:

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.

CDT Codes ++	Covered Dental Services	Patient Charges
D0999	Office visit during regular hours, general dentist only *	\$0
	Evaluations	
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
	Radiographs/Diagnostic Imaging (Including Interpretation)	
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
	Tests and Examinations	
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
	Dental Prophylaxis	
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
	Topical Fluoride Treatment (Office Procedure)	
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
	Other Preventive Services	
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
	Space Maintenance (Passive Appliances)	
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
	Amalgam Restorations (Including Polishing)	
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
	Resin-Based Composite Restorations - Direct	
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
	Inlay/Onlay Restorations ^^	
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
	Crowns – Single Restorations Only ^^	
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
	Other Restorative Services	
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
	Pulp Capping	
D3110	Pulp cap – direct (excluding final restoration)	0
D3120	Pulp cap – indirect (excluding final restoration)	0
	Pulpotomy	
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
	Endodontic Therapy (Including Treatment Plan, Clinical Procedures And Follow-up Care)	
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
	Endodontic Retreatment	
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
	Apicoectomy/Periradicular Services	
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
	Surgical Services (Including Usual Postoperative Care)	
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
	Non-Surgical Periodontal Service	
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
	Other Periodontal Services	
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
	Complete Dentures (Including Routine Post-Delivery Care)	
D5110	Complete denture – maxillary	452
D5120	Complete denture – mandibular	452
D5130	Immediate denture – maxillary	492
D5140	Immediate denture – mandibular	492
	Partial Dentures (Including Routine Post-Delivery Care)	
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
	Adjustments to Dentures	
D5410	Adjust complete denture – maxillary	0
D5411	Adjust complete denture – mandibular	0
D5421	Adjust partial denture – maxillary	0
D5422	Adjust partial denture – mandibular	0
	Repairs To Complete Dentures	
D5510	Repair broken complete denture base	40
D5520	Replace missing or broken teeth – complete denture (each tooth)	36
	Repairs To Partial Dentures	
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
	Denture Rebase Procedures	
D5710	Rebase complete maxillary denture	160
D5711	Rebase complete mandibular denture	160
D5720	Rebase maxillary partial denture	160
D5721	Rebase mandibular partial denture	160
	Denture Reline Procedures	
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
	Interim Prosthesis	
D5820	Interim partial denture (maxillary)	175
D5821	Interim partial denture (mandibular)	175
	Other Removable Prosthetic Services	
D5850	Tissue conditioning, maxillary	36
D5851	Tissue conditioning, mandibular	36
	Fixed Partial Denture Pontics **	
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
	Fixed Partial Denture Retainers – Inlays/Onlays **	
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
	Fixed Partial Denture Retainers – Inlays/Onlays ^^ (continued)	
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
	Fixed Partial Denture Retainers – Crowns ^^	
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
	Other Fixed Partial Denture Services	
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
	Extractions	
D7111	Extraction, coronal remnants – deciduous tooth	0
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	0
	Surgical Extractions (Includes Local Anesthesia, Suturing, If Needed, And Routine Postoperative Care)	
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
	Other Surgical Procedures	
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
	Alveoloplasty – Surgical Preparation Of Ridge For Dentures	
D7310	Alveoloplasty in conjunction with extractions – four or more teeth or tooth spaces, per quadrant	125
D7311	Alveoloplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	65
D7320	Alveoloplasty not in conjunction with extractions – four or more teeth or tooth spaces, per quadrant	150
D7321	Alveoloplasty not in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	105
	Surgical Excision Of Intra-Osseous Lesions	
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
	Excision Of Bone Tissue	
D7471	Removal of lateral exostosis (maxilla or mandible)	204
D7472	Removal of torus palatinus	283
D7473	Removal of torus mandibularis	283
	Surgical Incision	
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
	Other Repair Procedures	
D7960	Frenulectomy (frenectomy or frenotomy) – separate procedure	133
D7963	Frenuloplasty	163

CDT Codes ++	Covered Dental Services	Patient Charges
	Unclassified Treatment	
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
	Professional Consultation	
D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	0
	Professional Visits	
D9430	Office visit for observation (during regularly scheduled hours) – no other services performed	0
D9440	Office visit – after regularly scheduled hours	\$0
D9450	Case presentation, detailed and extensive treatment planning	0
	Miscellaneous Services	
D9951	Occlusal adjustment – limited	10
D9971	Odontoplasty – one to two teeth	10
D9972	External bleaching – per arch	165
	Broken appointment	25

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- + 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 10004

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
	Orthodontics		
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	***

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v.08192

** 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.

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.

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.

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.

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.

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.

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.

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.

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.

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 (8th) birthday will not be covered, and the Member will be responsible for the Pediatric Specialty Care Dentist's usual fees.

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.

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.

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.

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.

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.

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.

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.

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.

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 40th 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 16th 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).

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 8th 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.

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Vision Benefit Summary

Group Number: 00516368

About Your Benefits:

Eye care is a vital component of a healthy lifestyle. With vision insurance, having regular exams and purchasing contacts or glasses is simple and affordable. The coverage is inexpensive, yet the benefits can be significant! Guardian provides rich, flexible plans that allow you to safeguard your health while saving you money. Review your plan options and see why vision insurance may be a great benefit for you.

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	
Your Network is	Davis Vision	
Copay		
Exams Copay	\$ 10	
Materials Copay (waived for non-formulary elective contact lenses)	\$ 25	
Sample of Covered Services	<i>You pay (after copay if applicable):</i>	
	<i>In-network</i>	<i>Out-of-network</i>
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 www.GuardianAnytime.com 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.

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.

Benefit information illustrated within this material reflects the plan covered by Guardian as of 08/30/2017

TOWN OF SURFSIDE ALL ELIGIBLE EMPLOYEES Benefit Summary

The Guardian Life Insurance Company of America, 7 Hanover Square, New York, NY 10004

- 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.
- ²Extra \$50 at Visionworks stores

This handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub exist, your paycheck stub prevails.

Manage Your Benefits:

Go to 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.

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.



The Guardian Life Insurance Company of America

Enrollment/Change Form

Page 1 of 4

Plan Administrator: Yamileth Slate-McCloud

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)
--------------	-----------------	----------------------	---

About You: 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: ____ - ____ - ____	

About Your Job:		Hours worked per week: _____	Job Title: _____
Work Status: <input type="checkbox"/> Active <input type="checkbox"/> Retired <input type="checkbox"/> Cobra/State Continuation	Date of full time hire: ____ - ____ - ____		

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) _____ _____ _____ Address/City/State/Zip: _____ Phone: () - ____ - ____	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Social Security Number ____ - ____ - ____ Date of Birth (mm-dd-yyyy) ____ - ____ - ____	
Child/Dependent 1: _____ _____ _____ 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) ____ - ____ - ____
Child/Dependent 2: _____ _____ _____ 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	

Child/Dependent 3: 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
Child/Dependent 4: 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

Drop Coverage: <input type="checkbox"/> Drop Employee <input type="checkbox"/> Drop Dependents The date of withdrawal cannot be prior to the date this form is completed and signed. 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: ____ - ____ - ____	Coverage Being Dropped: <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)
Loss Of Other Coverage: 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.				
	Employee Only	EE & Spouse	EE & Dependent/Child(ren)	EE, Spouse & Dependent/Child(ren)
Option 1: DHMO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Option 2: PPO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• 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 for a list of providers. If you do not select a PCD, one will be assigned for you.				
Employee _____ Spouse _____ Child(ren) _____				
<input type="checkbox"/> I do not want this coverage. If you do not want this Dental Coverage, please mark all that apply: <input type="checkbox"/> I am covered under another Dental plan <input type="checkbox"/> My spouse is covered under another Dental plan <input type="checkbox"/> My dependents are covered under another Dental plan				

Vision Coverage: You must be enrolled to cover your dependents. Check only one box.				
	Employee Only	EE & Spouse	EE & Dependent/Child(ren)	EE, Spouse & Dependent/Child(ren)
Full Feature - Designer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> I do not want this coverage. If you do not want this Vision Coverage, please mark all that apply: <input type="checkbox"/> I am covered under another Vision plan <input type="checkbox"/> My spouse is covered under another Vision plan <input type="checkbox"/> 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.
- 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 state in which you reside may have a specific state fraud warning. Please refer to the attached Fraud Warning Statements page.

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 _____

Enrollment Kit 00516368, 0001, EN

› **Town of Surfside**
G000369G



Your Benefit Information



All Eligible Employees

- › Life / AD&D
- › Voluntary Life
- › Short Term Disability
- › Long Term Disability
- › Worldwide Travel Assistance
- › Employee Assistance Program
- › Will Preparation
- › Identity Theft Assistance

MUGC9452

Mutual

Insurance products and services are offered by Mutual of Omaha Insurance Company or one of its affiliates. Mutual of Omaha Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Mutual of Omaha Insurance Company is licensed nationwide. Affiliates: United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. United of Omaha Life Insurance Company is licensed nationwide, except New York. Companion Life Insurance Company, 888 Veterans Memorial Highway, Suite 515, Hauppauge, NY 11788. Companion Life Insurance Company is licensed in New York.

Each company is solely responsible for its own contractual and financial obligations. Products not available in all states. Some exclusions, limitations and reductions may apply.



> Term Life Insurance



Help Protect What Matters – You, Your Family & Your Future

We understand you've worked hard to get where you are today. Ensuring your loved ones can maintain financial stability if an unexpected death should occur is something to consider when planning for the future.

We've Got You Covered

As an active employee of Town of Surfside, you have access to a life insurance policy from United of Omaha Life Insurance Company.

It replaces the income you would have provided, and helps pay funeral costs, manage debt and cover ongoing expenses.

How much insurance is enough?

When determining how much life insurance you need, think about the expenses you may encounter now and through every stage of your life.

Coverage guidelines and benefits are outlined in the chart below.



ELIGIBILITY - ALL ELIGIBLE ACTIVE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 30 hours per week to be eligible for 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: An amount equal to 1 times your annual salary, up to \$175,000 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.
Accidental Death & Dismemberment (AD&D) Benefit Amount	For You: The Principal Sum amount is equal to the amount of your life insurance benefit.

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 \$87,500.
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› 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:

- Insurance benefits and guarantee issue amounts are subject to age reductions:
 - At age 70, amounts reduce to 50%
- 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. 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



Help Protect What Matters – You, Your Family & Your Future

We understand you've worked hard to get where you are today. Ensuring your loved ones can maintain financial stability if an unexpected death should occur is something to consider when planning for the future.

We've Got You Covered

As an active employee of Town of Surfside, you have access to a life insurance policy from United of Omaha Life Insurance Company.

It replaces the income you would have provided, and helps pay funeral costs, manage debt and cover ongoing expenses.

How much insurance is enough?

When determining how much life insurance you need, think about the expenses you may encounter now and through every stage of your life.

Coverage guidelines and benefits are outlined in the chart below.



ELIGIBILITY - ALL ELIGIBLE ACTIVE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
Premium Payment	The premiums for this insurance are paid in full by you.

COVERAGE GUIDELINES

Minimum	\$20,000
Maximum	5 times annual salary, up to \$60,000
Guarantee Issue Amount	5 times annual salary, up to \$60,000

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

Life Insurance Benefit Amount	<p>Within the coverage guidelines defined above, you select the amount of life insurance coverage you want.</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>
--------------------------------------	--

Accidental Death & Dismemberment (AD&D) Benefit Amount	For you: The Principal Sum amount is equal to the amount of life insurance benefit. AD&D coverage is available if you 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.
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 \$30,000.
Waiver of Premium	If it is determined that you are totally disabled, your life insurance benefit will continue without payment of premium, subject to certain conditions.
Additional AD&D Benefits	In addition to basic AD&D benefits, you are protected by the following benefits: <div> - Child Education - Seat Belt - Airbag - Common Carrier - Paralysis </div>
Portability	Allows you to continue this insurance program 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.
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	
Hearing Discount Program	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aides and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.
Will Prep	We work with Willing® to offer employees an online will prep tool. In just a few clicks you can complete a customized plan to protect your family and property (valid in all 50 states). To get started visit www.willing.com/mutualofomaha
AGE REDUCTIONS AND EXCLUSIONS	
Insurance benefits and guarantee issue amounts are subject to age reductions:	
<ul style="list-style-type: none"> - 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 10% 	
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. Refer to the Coverage Guidelines section for minimums and maximums, if needed.
- 2) Enter the benefit and premium amounts into their respective areas in the Voluntary Life and AD&D section of your enrollment form.

EMPLOYEE PREMIUM TABLE (26 PAYROLL DEDUCTIONS PER YEAR)					
	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
	\$3.88	\$5.82	\$7.75	\$9.69	\$11.63

› 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 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 10%
- 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.

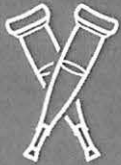
All exclusions may not be applicable, or may be adjusted, as required by state regulations.

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.





> Short-Term Disability Insurance



How Would You Pay Your Bills if You Were Sick or Injured Temporarily?

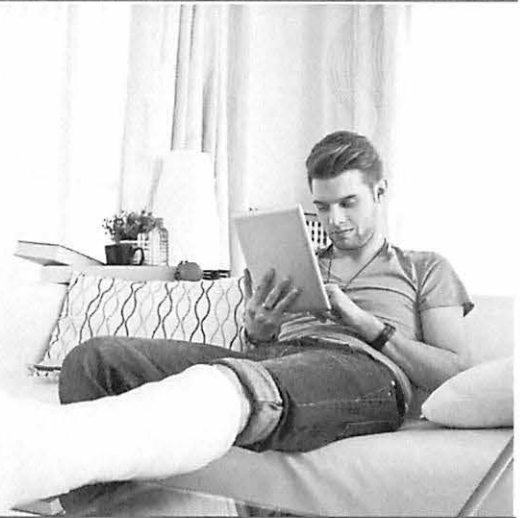
Even a short illness or injury could seriously impact your paycheck. Sick time will get you by while it lasts, but what happens when your sick days run out? A short-term disability policy provides you with cash benefits when you need it.

We've Got You Covered

As an active employee of Town of Surfside, you have access to a disability insurance policy from United of Omaha Life Insurance Company.

A disability insurance policy can help provide security when you need it, plus give you peace of mind so you can recover faster and get back on the job sooner.

Coverage guidelines and benefits are outlined below.



ELIGIBILITY - ALL ELIGIBLE ACTIVE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 30 hours per week to be eligible for 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	
Elimination Period	If you become disabled, there is an elimination period before benefits are payable. Your benefits begin: <ul style="list-style-type: none"> • On the 15th day of your disabling injury. • On the 15th day of your disabling illness.
Weekly Benefit	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.
Maximum Benefit Period	Up to 24 weeks
Maximum Weekly Benefit	\$1,000
Minimum Weekly Benefit	None
Partial Disability Benefits	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.

DEFINITIONS	
Definition of Disability	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.
Definition of Weekly Earnings	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.
FEATURES	
Vocational Rehabilitation Benefit	If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a monthly benefit increase of 5%.
SERVICES	
Hearing Discount Program	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aides and batteries. Call 1-888-534-1747 or visit 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?

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:

- 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 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



Your Ability to Earn an Income May Be Your Most Important Asset

Most people don't think twice about insuring their home, automobile or health. However, many people don't recognize just how important it is to insure their income.

We've Got You Covered

As an active employee of Town of Surfside, you have access to a disability insurance policy from United of Omaha Life Insurance Company.

A lengthy disability can be devastating, and is more common than you might think. It may lead to a loss of income, independence and financial security.

A disability insurance policy can help provide security when you need it most. It pays you cash benefits when you're sick or hurt and can't work.

Coverage guidelines and benefits are outlined in the chart below.



ELIGIBILITY - ALL ELIGIBLE ACTIVE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 30 hours per week to be eligible for 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	
Elimination Period	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.
Monthly Benefit	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.
Maximum Monthly Benefit	\$7,000
Minimum Monthly Benefit	\$50
Maximum Benefit Period	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.
Partial Disability Benefits	If you become disabled and can work part-time (but not full-time), you may be eligible for partial disability benefits.

DEFINITIONS	
Own Occupation	2 Years
Own Occupation Earnings Test	99% during the Own Occupation period, then 85% thereafter.
Definition of Monthly Earnings	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.
FEATURES	
Vocational Rehabilitation Benefit	If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a monthly benefit increase of 5%.
Survivor Benefit	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.
SERVICES	
Employee Assistance Program (EAP)	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 aides and batteries. Call 1-888-534-1747 or visit 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 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.



> Basic Enhanced Employee Assistance Program



Life's not always easy.
Sometimes a personal or
professional issue can get
in the way of maintaining a
healthy, productive life.



Your Employee Assistance Program (EAP) can be the answer for you and your family.

Mutual of Omaha's EAP assists employees and their eligible dependents with personal or job-related concerns, including:

- > Emotional well-being
- > Family and relationships
- > Legal and financial matters
- > Healthy lifestyles
- > Work and life transitions

EAP BENEFITS

- Unlimited telephone access to EAP professionals 24 hours a day, seven days a week
- Telephone assistance and referral
- Service for employees and eligible dependents
- Robust network of licensed mental health professionals
- Three face-to-face sessions* with a counselor (per household per calendar year)

*Face-to-face visits can also be used toward legal consultations

*California Residents: Knox-Keene Statute limits no more than three face-to-face sessions per six-month period per person.

- Legal assistance and financial services
 - *Online will preparation*
 - *Legal library & online forms*
 - *Telephonic financial consultation*
- Resources for:
 - *Financial tools & resources*
 - *Substance abuse and other addictions*
 - *Dependent and elder care assistance & referral services*
- Access to a library of educational articles, handouts and resources via mutualofomaha.com/eap

WHAT TO EXPECT

You can trust your EAP professional to assess your needs and handle your concerns in a confidential, respectful manner. Our goal is to collaborate with you and find solutions that are responsive to your needs.

Your EAP benefits are provided through your employer. There is **no cost** to you for utilizing EAP services. If additional services are needed, your EAP will help locate appropriate resources in your area.

Don't delay if you need help. Visit
mutualofomaha.com/eap or call 800-316-2796
for confidential consultation and resource services.

Benefits that
work

Insurance products and services are offered by Mutual of Omaha Insurance Company or one of its affiliates. Home office: 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Mutual of Omaha Insurance Company is licensed nationwide. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Companion Life Insurance Company, Hauppauge, NY 11788-2937, is licensed in New York. Each underwriting company is solely responsible for its own contractual and financial obligations. Some exclusions or limitations may apply.

RESOLUTION NO. 2018 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING UNITED HEALTHCARE TO PROVIDE EMPLOYEE HEALTH INSURANCE, GUARDIAN TO PROVIDE DENTAL AND VISION COVERAGE, AND MUTUAL OF OMAHA TO PROVIDE LIFE AND DISABILITY INSURANCE TO TOWN EMPLOYEES FOR FISCAL YEAR 2018/2019; 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”) selected Adams Benefit (“Adams Benefit”) as its insurance agent of record for employee health, disability, life, dental and other related benefit programs; and

WHEREAS, Adams Benefit obtained various proposals from health insurance and benefit providers and programs for the upcoming fiscal year and provided those proposals to staff; and

WHEREAS, based upon the information provided by Adams Benefit and Town staffs’ recommendation on the most beneficial plans available, the Town Commission wishes to select United HeathCare for employee health insurance, continue with Guardian for dental and vision insurance, and continue with Mutual of Omaha for life and disability insurance, all 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 United HealthCare and other providers for the insurance 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 select United HealthCare for employee health insurance, continue with Guardian for dental and vision insurance, and continue with Mutual of Omaha for life and disability insurance for Fiscal Year 2018/2019, 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 United HealthCare 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 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 ____ day of September, 2018.

Motion by _____.
Second by _____.

FINAL VOTE ON ADOPTION

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC,
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

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



Town of Surfside Commission Communication

Agenda Item # 5B

Agenda Date: September 12, 2018

Subject: Solid Waste Final Assessment Resolution-Residential Properties

Background: The Town has levied for several years a solid waste assessment on residential properties of four dwelling units or less. The assessment helps pay for the cost of collection, disposal and recycling of all solid waste items from those dwelling units. The assessment is billed and collected by the Miami Dade Tax Collector and the proceeds are forwarded to the Town when collected as part of the property tax billing and collection process. The Town has not raised its assessment in several years and we now seek to increase the assessment by 15%. This increase will cover the costs of collection, disposal and recycling services and provide a revenue coverage to expenses of about 7%. The assessment does not cover commercial properties that are billed separately based upon the volume of solid waste and the frequency of collection. The initial assessment resolution was adopted with a rate of \$318.67 per dwelling unit. The attached Final Assessment Resolution confirms the rate of \$318.67 and the Solid Waste Cost of \$484,813.83 to be assessed and apportioned among benefited parcels for the FY 2018/2019.

Budget Impact: The assessment is \$318.67 gross per dwelling unit. If paid by November 30th, the net amount received will be \$305.92. We have budgeted a net amount of \$350,278.40 of revenue from the assessment.

Recommendation: We recommend approval of the Final Assessment Resolution that adopts the \$318.67 per dwelling unit rate.


Guillermo Olmedillo, Town Manager


CW

TOWN OF SURFSIDE, FLORIDA

FINAL ASSESSMENT RESOLUTION

SOLID WASTE MANAGEMENT SERVICES

ADOPTED September 12, 2018

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SECTION 6.	EFFECT OF ADOPTION OF RESOLUTION
SECTION 7.	EFFECTIVE DATE
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RESOLUTION NO. _____

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; AMENDING THE INITIAL ASSESSMENT RESOLUTION; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA; APPROVING THE ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission ("Commission") of the Town of Surfside, Florida ("Town"), has enacted Ordinance No. 2018-1687 (the "Ordinance"), which authorizes the imposition of annual Solid Waste Service Assessments for Solid Waste management services, including collection, disposal and recycling services, facilities or programs against certain Assessed Property within the Town;

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste management services, including collection, disposal and recycling services, facilities or programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property;

WHEREAS, the Commission desires to include within the Solid Waste Service Assessment those amounts which are past due and delinquent from certain Residential Properties which have failed to pay the costs of Solid Waste management services, including collection, disposal and recycling services, facilities and programs during the Delinquency Period;

WHEREAS, the Commission desires to initiate and/or continue an assessment program for Solid Waste management services, including collection, disposal and recycling services, facilities or programs within the Town using the tax bill collection method for the Fiscal Year beginning on October 1, 2018;

WHEREAS, the Commission, on July 24, 2018, adopted Resolution No. 2018-2524 (the "Initial Assessment Resolution"), containing a brief and general description of the Solid Waste management services, including collection, disposal and recycling services, facilities or programs to be provided to Assessed Property, describing the method of apportioning the Solid Waste Costs to compute the Solid Waste Service Assessment for Solid Waste management services, including collection, disposal and recycling services, facilities or programs against Residential Property, designating a rate

of assessment, and directing preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, pursuant to the provisions of the Ordinance, the Town is required to confirm or repeal the Initial Assessment Resolution, with such amendments as the Commission deems appropriate, after hearing comments and objections of all interested parties;

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and, as required by the terms of the Ordinance, mailed to each Owner of Residential Property proposed to be assessed notifying such Owners of their opportunity to be heard, an affidavit regarding the form of notice mailed to each Owner of Residential Property being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on September 12, 2018, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to Ordinance No. 2018-1687; Resolution No. 2018-2524; Article VIII, Section 2, Florida Constitution; sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION. This resolution constitutes the Final Assessment Resolution as defined in the Ordinance. All capitalized terms in this resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

SECTION 3. INITIAL ASSESSMENT RESOLUTION AMENDED.

(A) The determination of Solid Waste Cost in Section 5 of the Initial Assessment Resolution is hereby amended as follows:

(A) The Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year commencing October 1, 2018, is ~~\$318.67~~ \$484,813.83. The approval of this Initial Assessment Resolution determines the amount of the Solid Waste Cost. The remainder of such Fiscal Year budget for Solid Waste services and facilities shall be funded from available Town revenue other than Solid Waste Service Assessments. (Strikethrough indicates deleted text; underscore indicates new text.)

(B) Accordingly, the Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year commencing October 1, 2018, is \$484,813.83. Except as modified, amended and supplemented herein, the Initial Assessment Resolution shall remain in full force and effect.

SECTION 4. IMPOSITION OF SOLID WASTE COLLECTION AND DISPOSAL ASSESSMENTS.

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of Solid Waste management services, including collection, disposal and recycling services, facilities or programs described in the Initial Assessment Resolution, in the amount of the Solid Waste Service Assessment set forth in the Assessment Roll, a copy of which was present at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Town will be benefited by the Town's provision of Solid Waste management services, including collection, disposal and recycling services, facilities or programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in this Resolution. Adoption of this Final Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance and the Initial Assessment Resolution from the Solid Waste management services, including collection, disposal and recycling services, facilities or programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(B) The method for computing Solid Waste Service Assessments described in the Initial Assessment Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2018, the Solid Waste Cost shall be allocated among all parcels of Assessed Property, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to \$318.67 for each Dwelling Unit, in addition to any delinquencies or past due amounts attributable to each Dwelling Unit for Solid Waste management services, including collection, disposal and recycling services incurred during the Delinquency Period, is hereby approved. Solid Waste Service Assessments for Solid Waste management services, including collection, disposal and recycling services, facilities or programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Commission shall be supplemented by any legally

available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(E) As authorized in Section 2.13 of the Ordinance, interim Solid Waste Service Assessments are also levied and imposed against all Residential Property for which a Certificate of Occupancy is issued after adoption of this Final Assessment Resolution based upon the rates of assessment approved herein.

(F) Such Solid Waste Service Assessments, including any delinquencies or past due amounts due the Town for Solid Waste management services, including collection, disposal and recycling services provided during the Delinquency Period, shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(G) The Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 5. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION. The Initial Assessment Resolution, as modified, amended and supplemented herein, is hereby confirmed.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll and the levy and lien of the Solid Waste Service Assessments for Solid Waste management services, including collection, disposal and recycling services, facilities or programs) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Final Assessment Resolution.

SECTION 7. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 12 day of September, 2018.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION

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

APPENDIX A

AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Christopher Wallace, who, after being duly sworn, deposes and says:

1. Christopher Wallace, as Acting Interim Finance Director, of the Town of Surfside, Florida (the "Town"), and upon the authority and direction received from the Town Commission timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with Sections 2.03, 2.04, and 2.05 of the Solid Waste Management Services Assessment Ordinance No. 2018-687 adopted by the Town Commission on July 10, 2018, (the "Assessment Ordinance") and in conformance with the Initial Assessment Resolution No. 2018-2524 adopted by the Town Commission on July 24, 2018 (the "Initial Assessment Resolution").

2. Christopher Wallace, as Acting Interim Finance Director, of the Town of Surfside, Florida has caused the notices required by Section 2.05 of the Assessment Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. Christopher Wallace has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the rate of assessment proposed to be levied against each parcel of property; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the Town expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; notification that unpaid or delinquent fees, charges, or assessments due the Town for Solid Waste management services, including collection, disposal and recycling services allocated to specific parcels will be additionally included in the assessment; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before August 20, 2018, Christopher Wallace, delivered and directed the mailing of the above-referenced notices by mail in accordance with Section 2.05 of the Ordinance by First Class Mail (as defined in the Ordinance) to each Owner of Assessable Property shown on the Assessment Roll, prepared in accordance with the Initial Assessment Resolution, at the addresses then shown on the real property assessment tax roll database maintained by the Miami-Dade County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.



Name: Christopher Wallace

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

The foregoing instrument was acknowledged before me this 4 day of Sept, 2018, by Christopher Wallace, as Acting Interim Finance Director, of the Town of Surfside, Florida, who (check one) [] is personally known to me or [☒] has produced FL DL as identification.

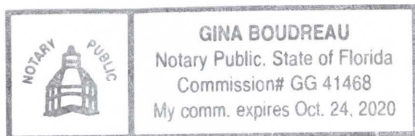


Notary Public, State of Florida

Print Name: Gina Boudreau

My Commission Expires:

10/24/20



SAMPLE FORM OF NOTICE TO BE MAILED

******* NOTICE TO PROPERTY OWNER*******

Town of Surfside, Florida
9293 Harding Avenue
Surfside, Florida 33154

TOWN OF SURFSIDE, FLORIDA
NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR THE COLLECTION OF NON- AD
VALOREM ASSESSMENTS FOR SOLID WASTE
MANAGEMENT SERVICES, INCLUDING
COLLECTION, DISPOSAL AND RECYCLING
SERVICES

NOTICE DATE: AUGUST 20, 2018

Owner Name
Address and
City, State Zip

Tax Parcel No.
Legal Description:

As required by Section 197.3632, Florida Statutes, notice is given by the Town of Surfside, Florida (the "Town"), that an annual assessment for solid waste services using the tax bill collection method, may be levied on your property for the fiscal year October 1, 2018 - September 30, 2019.

The purpose of this assessment is to fund the costs of solid waste management services benefiting residential property consisting of four (4) Dwelling Units or less located within the Town, including collection, disposal and recycling services. The assessment revenue to be collected within the Town, is estimated to be \$484,813.83. The annual solid waste service assessment is based on the number of residential Dwelling Units contained on each parcel of property plus any unpaid or delinquent charges for solid waste services.

The total number of residential Dwelling Units on the above parcel is 1.

The solid waste service assessment for the-above parcel is \$ 318.67.

The delinquent solid waste charge for the above parcel is \$ 0.

A public hearing will be held at 7:00 p.m, on September 12, 2018, at 9293 Harding Avenue, Surfside, Florida 33154 for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 days of this notice. If you decide to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town at (305) 861-4863, at least seven days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Town Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Solid Waste Service Assessment Ordinance, the Initial Assessment Resolution and the preliminary assessment roll are available for inspection at the Town Clerk's office located at 9293 Harding Avenue, Surfside, Florida 33154.

Both the solid waste service non-ad valorem assessment amount shown on this notice and

the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2018. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your solid waste service assessment, please contact the Town Finance Department at (305) 993-1099, Monday through Friday between 9:00 a.m. and 5:00 p.m., or visit the Town's website at <https://www.townofsurfsidefl.gov/solid-waste-assessment> for further information.

****THIS IS NOT A BILL*******

APPENDIX B
PROOF OF PUBLICATION



TOWN OF SURFSIDE

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the Town Commission of the Town of Surfside, Florida will conduct a public hearing to consider imposing solid waste special assessments against certain improved residential properties located within the incorporated area of the Town to fund the cost of solid waste management services, including collection, disposal and recycling services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 12, 2018, at 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 days of this notice. If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town at (305) 861-4863, at least seven days prior to the date of the hearing.

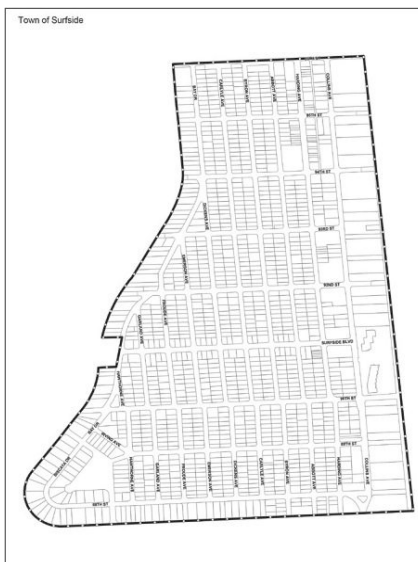
The assessments will be computed by multiplying the number of dwelling units on each parcel by the rate of assessment, plus any unpaid or delinquent charges for solid waste services incurred between October 1, 2017 and September 30, 2018. The rate of assessment for the upcoming fiscal year shall be \$318.67. The total amount to be assessed is \$364,877.15. Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments, are available for inspection at the office of the Town Clerk, located at 9293 Harding Avenue, Surfside, Florida 33154.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2018, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Town Finance Department at (305) 861-4863 Monday through Friday between 9:00 a.m. and 5:00 p.m. or visit the Town's website at <https://www.townofsurfsidefl.gov/solid-waste-assessment> for further information.

**TOWN CLERK
TOWN OF SURFSIDE, FLORIDA**

Sunday, August 19, 2018



MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

TOWN OF SURFSIDE - NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE
SPECIAL ASSESSMENTS

in the XXXX Court,
was published in said newspaper in the issues of

08/17/2018

SEE ATTACHED

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

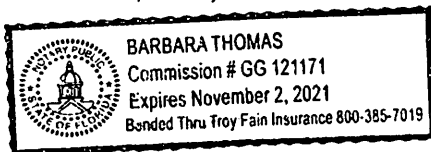
Guillermo Garcia

Sworn to and subscribed before me this
17 day of AUGUST, A.D. 2018

Barbara Thomas

(SEAL)

GUILLERMO GARCIA personally known to me





**TOWN OF SURFSIDE
NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF SOLID
WASTE SERVICE SPECIAL ASSESSMENTS**

Notice is hereby given that the Town Commission of the Town of Surfside, Florida will conduct a public hearing to consider imposing solid waste special assessments against certain improved residential properties located within the incorporated area of the Town to fund the cost of solid waste management services, including collection, disposal and recycling services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 12, 2018, at 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 days of this notice. If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town at (305) 861-4863, at least seven days prior to the date of the hearing.

The assessments will be computed by multiplying the number of dwelling units on each parcel by the rate of assessment, plus any unpaid or delinquent charges for solid waste services incurred between October 1, 2017 and September 30, 2018. The rate of assessment for the upcoming fiscal year shall be \$318.67. The total amount to be assessed is \$364,877.15. Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments, are available for inspection at the office of the Town Clerk, located at 9293 Harding Avenue, Surfside, Florida 33154.

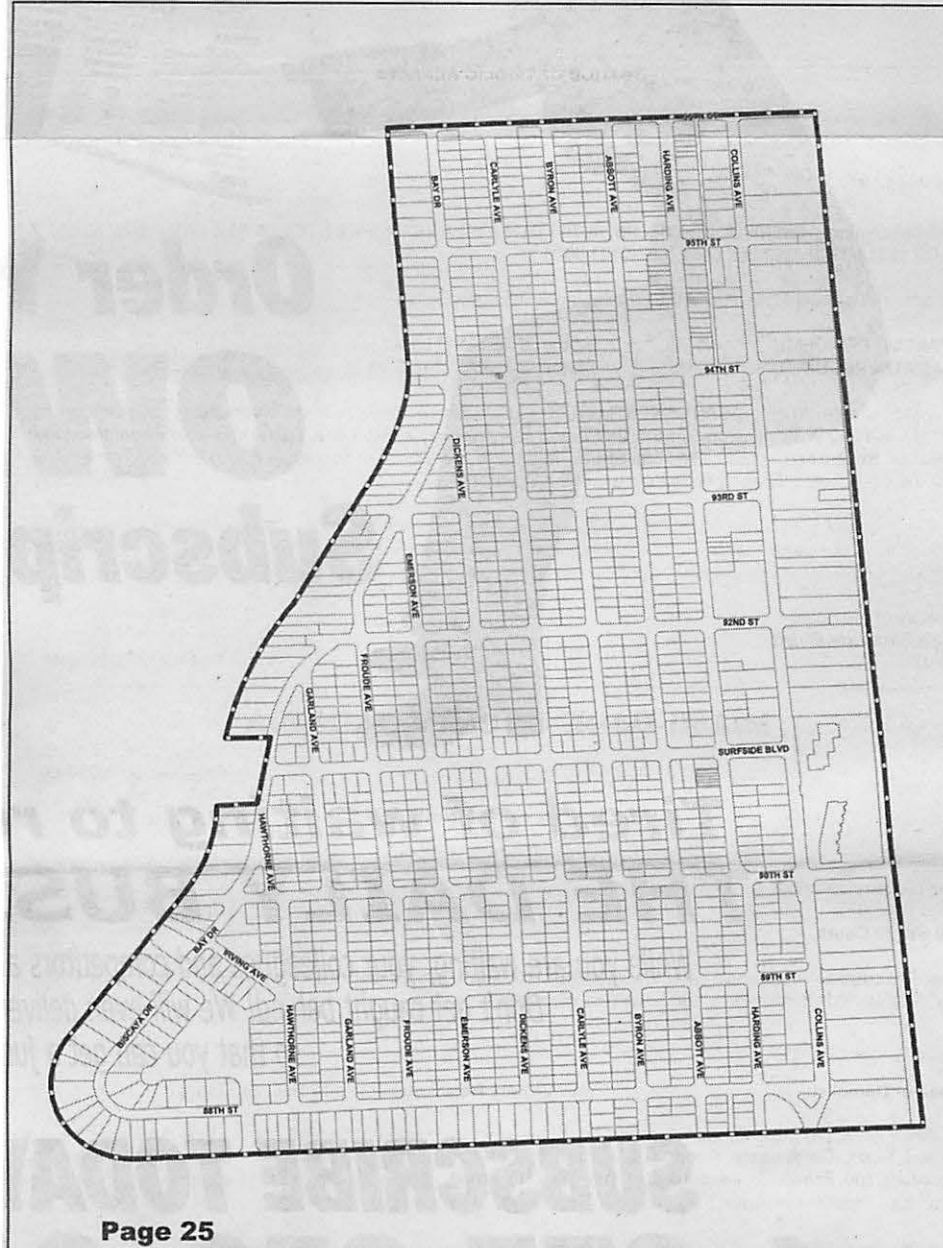
The assessments will be collected on the ad valorem tax bill to be mailed in November 2018, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

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If you have any questions, please contact the Town Finance Department at (305) 861-4863 Monday through Friday between 9:00 a.m. and 5:00 p.m. or visit the Town's website at <https://www.townofsurfsidefl.gov/solid-waste-assessment> for further information.

TOWN CLERK
TOWN OF SURFSIDE, FLORIDA

Friday, August 17, 2018



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18-110/0000340860M

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APPENDIX C

FORM OF CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the Town of Surfside, Florida, or the authorized agent of the Town of Surfside, Florida ("Town"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste management services, including collection, disposal and recycling services (the "Non-Ad Valorem Assessment Roll") for the Town is properly assessed so far as I have been able to ascertain; and that all required extensions of the above described roll to show the non-ad valorem assessments attributable to the property listed have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Miami-Dade County Tax Collector by September 15, 2018.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Miami-Dade County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2018.

TOWN OF SURFSIDE, FLORIDA

By: _____
Daniel Dietch, Mayor


[To be Delivered to Tax Collector Prior to September 15]



**Town of Surfside
Town Commission Meeting
September 12, 2018
7:00pm**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9B
Date: August 31, 2018
From: Daniel Dietch, Mayor 
Subject: Household Domestic Pet Limit

Objective: To seek input from the Town Commission whether to direct the Town Manager and Town Attorney to prepare an Ordinance that would amend Section 10-3 of Surfside Code of Ordinances related to the limitation on domestic pets.

Consideration: Section 10-3 of Surfside Code of Ordinances, which is excerpted below, establishes a limitation on the number of cats and dogs that may be allowed at a premise.

"Sec. 10-3. - Limitation on number and kinds of pets.

(a) It shall be unlawful for any person to keep and maintain upon any property in the town more than two cats, two dogs or two of any other kind of domestic pet; and such number shall be inclusive of all pets kept and maintained upon the premises. The maintenance of horses, poultry, farm animals or nondomestic pets is prohibited. The outdoor feeding of stray or ownerless cats, so as to cause them to congregate in numbers on or near a given property, is prohibited as a public nuisance and public health hazard.

(b) This section does not apply to commercial kennels.

(Code 1960, § 5-2)"

A matter was recently brought to the attention of our Code Compliance Department under this provision. As many of you have likely noticed over the years, many property owners have more than two domestic pets and such ownership does not necessarily have an adverse impact the community. However, there are also instances where having even a single domestic pet can have an adverse impact. So, the intent behind this item is to discuss how best to address this matter, whether through limitations, performance standards or other means.

Recommendation: To direct the Town Manager and Town Attorney to prepare an Ordinance that amends Section 10-3 of Surfside Code of Ordinances eliminating the limitation on the number of domestic pets and formalizing community standards for pet ownership based on already established ordinance provisions (e.g., litter, noise, etc.).