



**Town of Surfside  
Regular Town Commission Meeting**

**AGENDA**

**June 11, 2019**

**7 p.m.**

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

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

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

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

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

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

**1. Opening**

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**
- G. Recognition of Ruth K. Broad K-8 Center Students for Mosaic Signs – Mayor Daniel Dietch**
- H. Legislative Update by Town Lobbyists – Guillermo Olmedillo, Town Manager**

**2. Quasi-Judicial Hearings**

- A. 8851-8873 Harding Avenue Site Plan and Variance – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN APPLICATION SUBMITTED BY 8851 HARDING, LLC (“APPLICANT”) FOR THE PROPERTY LOCATED AT 8851 AND 8873 HARDING AVENUE, AND LEGALLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO (“PROPERTY”), FOR A SITE PLAN FOR AN 18 UNIT MULTI-FAMILY BUILDING AND A VARIANCE FROM SECTION 90-84.1 OF THE TOWN CODE TO PROVIDE FOR A LOADING SPACE OF 12’ BY 25’ WITH A VERTICAL CLEARANCE OF 12’, WHERE A LOADING SPACE OF 12’ BY 30’ WITH A VERTICAL CLEARANCE OF 14.5’ IS REQUIRED; SUBJECT TO CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

- A. Minutes – Sandra Novoa, MMC, Town Clerk**  
May 14, 2019 Regular Town Commission Meeting Minutes

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

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

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



- February 7, 2019 Pension Board Meeting Minutes
- March 18, 2019 Parks and Recreation Committee Meeting Minutes
- April 11, 2019 Special Downtown Vision Advisory Committee Meeting Minutes
- April 30, 2019 Planning and Zoning Board Meeting Minutes
- May 6, 2019 Tourist Board Meeting Minutes

**E. Resolution Authorizing the Miami-Dade County Island Chiefs Regional Mobile Field Force Mutual Aid Agreement between the Town of Surfside Police Department and Participating Law Enforcement Agencies - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MIAMI-DADE COUNTY ISLAND CHIEFS REGIONAL MOBILE FIELD FORCE MULTI-AGENCY OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND PARTICIPATING LAW ENFORCEMENT AGENCIES, FOR POLICE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**F. Authorization for Calvin Giordano & Associates (CGA) to Prepare Design-Build Criteria for Request for Proposal (RFP) and Provide Engineering Services and Assistance With Bidding, Design and Construction for Design and Installation of Solar Panels at the Town of Surfside Community Center – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 117 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR A PHOTOVOLTAIC SYSTEM AT THE SURFSIDE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**G. IT Infrastructure Upgrades – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF IT INFRASTRUCTURE UPGRADES EQUIPMENT FROM DELL TECHNOLOGIES, INCLUDING SERVER AND STORAGE UPGRADES FOR THE TOWN, AND AUTHORIZING THE EXPENDITURE OF FUNDS NOT TO EXCEED \$75,000.00 FROM THE GENERAL FUND, CAPITAL PROJECTS, FISCAL YEAR 2018/2019 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**H. Ring.com MOU Agreement authorizing Surfside Police access to Ring Security System videos through their shared Law Enforcement Portal – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH RING, LLC RELATING TO THE NEIGHBORS BY RING APPLICATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**I. Approval of a Proclamation Designating July as Parks and Recreation Month – Mayor Daniel Dietch**

**4. Ordinances**

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

**A. Second Reading Ordinances**

**1. Florida Friendly Landscape Ordinance - Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING ARTICLE VIII, "LANDSCAPE REQUIREMENTS," OF CHAPTER 90, "ZONING," OF THE TOWN'S CODE OF ORDINANCES BY ESTABLISHING FLORIDA-FRIENDLY LANDSCAPE REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**(Set for approximately 9:00 p.m.) (Note: Good and Welfare must begin at 8:15)**

**B. First Reading Ordinances**

- 1. Ordinance Amending Section 34-11, "Prohibition on Distribution, Sale or Use of Plastic Straws," by Amending the Title to be "Prohibition on Distribution, Sale or Use of Single-Use Plastics," Providing for Definitions for Single-Use Plastics, and Regulating Single-Use Plastics – Lillian M. Arango and Haydee Sera, Town Attorneys**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 34-11, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS" OF THE TOWN'S CODE OF ORDINANCES BY AMENDING THE TITLE TO BE "PROHIBITION ON DISTRIBUTION, SALE OR USE OF SINGLE-USE PLASTICS," PROVIDING FOR DEFINITIONS FOR SINGLE-USE PLASTICS, AND REGULATING SINGLE-USE PLASTICS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 2. State of Florida Model Flood Ordinance– Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING AND REPLACING CHAPTER 42 "FLOODS" RELATING TO THE TOWN'S FLOODPLAIN MANAGEMENT REGULATIONS, INCLUDING ADOPTING PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOOD PLAIN ADMINISTRATOR; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE**



**5. Resolutions and Proclamations**

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

**A. Florida Power and Light (FPL) Light Emitting Diode (LED) Street Light Conversion in Residential Area – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN LED LIGHTING AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONVERSION AND INSTALLATION OF LED LIGHTING FACILITIES ON STREETS IN THE RESIDENTIAL AREA; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**B. Parking Pay Stations – Continuation of the Extended Hardware and Software Warranty, and Tier II Support and Maintenance with the Service Provider T2 Systems – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF AN EXTENDED HARDWARE AND SOFTWARE WARRANTY AND SUPPORT AND MAINTENANCE SERVICES FROM HARRINGTON RESOURCES, INC. D/B/A PARKER SYSTEMS FOR THE PARKING PAY STATIONS IN USE IN THE TOWN OF SURFSIDE; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$47,036.00 FROM THE PARKING FUND; AUTHORIZING THE TOWN MANAGER RO ENTER INTO ANY AGREEMENTS FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**C. Purchase of Hybrid Ford Fusion Vehicle – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 FORD FUSION RESPONDER SEDAN FOR THE BUILDING DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$30,000.00 FROM THE BUILDING FUND FISCAL YEAR 2018/2019 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**D. FY 2018-2019 Budget Amendment Resolution No. 1 – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2018-2019 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**E. Resilient305 Pledge – Mayor Daniel Dietch**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA IN SUPPORT OF RESILIENT305 STRATEGY AND PARTICIPATION AND COLLABORATION ON IMPLEMENTATION OF LOCAL AND REGIONAL RESILIENCE STRATEGIES; APPROVING THE MAYOR'S PLEDGE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**F. CRS Max Consultants, Inc. for CRS Service Agreement – 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 CONSULTANT SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**7. Town Manager and Town Attorney Reports**

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

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

**8. Unfinished Business and New Business**

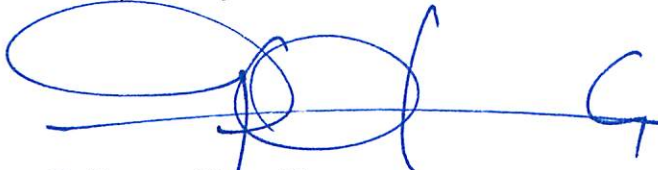
**9. Mayor, Commission and Staff Communications**

**A. Beach Renourishment Update [Verbal] - Guillermo Olmedillo, Town Manager**

- B. Downtown Vision Advisory Committee Member Nomination [Verbal]**  
– Guillermo Olmedillo, Town Manager
- C. Administrative Decision Appeal** – Guillermo Olmedillo, Town Manager
- D. Alleys** – Guillermo Olmedillo, Town Manager
- E. 96<sup>th</sup> Street Park Renovation Update** - Guillermo Olmedillo, Town Manager
- F. Downtown Vision Advisory Committee Hurricane Shutter Recommendation** - Guillermo Olmedillo, Town Manager
- G. Parking Waiver Program Update** - Guillermo Olmedillo, Town Manager
- H. Abbott Avenue Drainage** – Guillermo Olmedillo, Town Manager
- I. Epinephrine Auto-Injectors (EpiPen) policy Discussion** - Guillermo Olmedillo, Town Manager
- J. Miami-Dade County Public Schools Legislative Programs** – Guillermo Olmedillo, Town Manager
- K. Ruth K. Broad Attendance Boundary Confirmation [Verbal]** – Guillermo Olmedillo, Town Manager

## 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.townofsufsidefl.gov](http://www.townofsufsidefl.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.



ITEM NO. 2A

## MEMORANDUM

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** 04/23/2019 / June 11, 2019  
**Subject:** 8851 Harding Avenue Site Plan & Variance Application

### REQUEST:

The applicant, Juan David R.A., architect with JCD Architect, Inc., on behalf of 8851 Harding, LLC, is proposing an 18 unit apartment building at 8851 Harding Avenue, with a general location on the east side of Harding Avenue north of 88<sup>th</sup> Street. The total gross acreage is 0.42 acres and is within the H30C zoning district. The proposed development consists of 18 apartment units with 32 parking spaces within a garage.

The application was originally submitted in January 2015. Three initial development review group (DRG) meetings were held with the applicant to address technical review comments. An additional DRG meeting was held on March 26, 2018 to discuss this application and a final DRG meeting was held on November 29, 2018.

The total gross acreage of the site is 0.42 of an acre, which would permit 33 dwelling units. The code requires a 15% reduction in density for aggregated properties, meaning, if a property is split between more than one site and the owner wants the benefit of amalgamating that property, the property will be subject to a 15% overall density reduction. This results in the permitted density of 28 units. The applicant is only requesting 18 units. The property has seven (7) dwelling units (one (1) single-family unit and six (6) apartment units) currently on the site. The proposed site plan will demolish those existing seven (7) units, therefore adding eleven (11) new units to the Town. Overall the project requires a variance from Town Code requirements for a loading space size and vertical clearance.

### Variance

The project requires variance approval for loading space size and clearance. Town Code Section 90-84.1 requires the project to have a loading space with a minimum size of 12 feet by 30 feet with vertical clearance of 14.5 feet. The applicant is proposing a loading space of 12 feet by 25 feet with a vertical clearance of 12 feet.

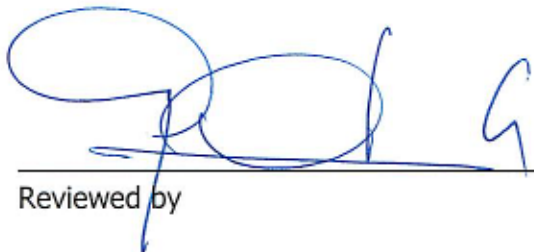
**Staff Findings:** Staff finds that the application meets the requirements of the zoning code apart from the loading space size and vertical clearance. The applicant has provided justification to request a variance for this item.

**Planning & Zoning Board:** The Planning and Zoning Board heard this application at their January 31, 2019 meeting and recommended approval to the Town Commission.

**Budget Impact:** Mitigation fees are required to be paid to the Miami-Dade School Board as well as water and sewer connection fees. The applicant has proffered \$33,509.58

**Growth Impact:** The property has a maximum density permitted of 28 units. The applicant is proposing 18 apartment units which will replace a single-family residence and a six (6) unit apartment building which will result in a net increase of eleven (11) units.

**Staff Impact:** There has been no impact to staff other than the work necessary to review the project. The applicant has funded the review through the cost recovery process and the building permit review will be funded through the building permit fees.

A handwritten signature in blue ink, appearing to be "S. G.", is written over a horizontal line.

Reviewed by

Prepared by: SSG



# **SITE PLAN REPORT**

**SITE PLAN INFORMATION:**

Address	8851 Harding Avenue
General Location	East side of Harding Avenue, North of 88 <sup>th</sup> Street
Property Size	TOTAL: 0.42 gross acres
Zoning District	H30C
Adjacent Zoning Districts	H30C to the north H40 to the east H30C to the south H30B to the West
Future Land Use	Moderate High Density Residential
Density Permitted	79 dwelling units per acre X .42 of acre TOTAL PERMITTED= 33 dwelling units X15% reduction = 28
Density Proposed	TOTAL PROPOSED: 18 dwelling units
Number of parking spaces	TOTAL Provided: 32 spaces TOTAL Required: 32 spaces

**ZONING CODE, APPLICABLE REQUIREMENTS****Sec. 90.42**

Minimum Unit Sizes	Minimum Required	Proposed
One-bedroom	800 square feet	896 to 1,007 square feet
Two-bedroom	950 square feet	1,128 to 1,410 square feet

**Sec. 90.43**

Maximum Building Heights	Maximum Required	Proposed
H30C	30 feet maximum	29.71 feet

**Sec. 90.44**

Modification of Height	Maximum Permitted		Proposed	Must be of high architectural quality integral to the design of the building
H30C	3 ft.	10% of roof area	3 feet, 3.18% of roof area	The mechanical equipment, elevator shaft and parapet walls meet these criteria.

**Sec. 90.45(b)**

Minimum Required Setbacks		Proposed
Front	20 feet	20 feet
Side	15 feet	15 feet
Rear	10 feet	10 feet

**Sec. 90.47 Yards generally, allowable projections**

Required	Proposed
Every part of a required yard shall be open to the sky, except ordinary projections of sills, cornices, roof eaves and ornamental features may project not more than 24 inches into any required yard.	No projection proposed beyond setback lines
Unenclosed balconies may extend into a required primary (front) and secondary (corner) setback not more than five feet, and may extend into a required rear and interior side setback not more two and one-half feet.	Front balconies extend 5 feet Side and rear balconies extend 2.5 feet
Unenclosed building entrance porches, platforms, stairs or paved terraces, not covered by a roof or canopy, and which do not extend above the level of the grade or entrance floor of the building, may extend or project into the required front or side yard no more than six feet and the encroachments shall not provide less than a 24-inch setback to the property line.	Front and side terraces extend 5 feet or less with greater than 24-inch setback to property line

**Sec. 90.49**

Lot Standards	Required	Proposed
Minimum Lot width	50 feet	155 Feet
Minimum Pervious area	20%	20.1%

**Sec. 90.50.1(2)**

Architecture	Required	Proposed
All elevations for new structures and multi-story additions (additions greater than fifteen (15) feet in height)	Minimum of 10% wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades.	Project meets or exceed 10% wall openings



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 if granted approval by the Planning and Zoning Board; d. Architecturally embellished metal if granted approval by the Planning and Zoning Board; or e. Other Florida Building Code approved roof material(s) if granted approval by the Planning and Zoning Board.	A Florida Building Code Flat roof is proposed which requires Board Approval.
--	--	--

**Sec. 90.51(1)**

Maximum frontage of buildings	Required	Proposed
H30C	For every 50 feet, a minimum 3 foot change in wall plane.	Met through multiple building articulations

**Sec. 90.61.1**

Paving in front and rear yards in H30	Required	Proposed
Front setbacks, amount that may be paved with any type of material that is not readily permeable by rainwater and groundwater.	Maximum 50% paved	33%
Front Yard Landscaping	Minimum 30%	33%
Rear Yard Landscaping	Minimum 20%	20%

**Sec. 90.67.2**

Underground utilities	Required	Proposed
	All utilities including telephone, cable, and electrical systems shall be installed underground.	The lines will be installed underground.

**Sec. 90.77(c)**

Off-Street Parking	Minimum Required	Proposed
	32 Spaces	32 Spaces

**Sec. 90.83**

Off-Street Loading	Minimum Required	Proposed
Multifamily building 20,000 – 100,000 square feet	1 Loading Space	1 Loading Space; variance needed for size and vertical clearance

**Sec. 90.91**

<b>Vegetative Provisions</b>	<b>Minimum Required</b>	<b>Proposed</b>
Xeriscape in pervious area	40%	Meets the minimum 40% requirement

**Sec. 90.91.2**

<b>Buffers</b>	Application meets or exceeds all requirements.
Landscape buffer adjacent to streets and abutting properties	

**Sec. 90.93**

<b>Open Space</b>	Application meets or exceeds all requirements.
Landscaping along all buildings and structures, shrubs and trees required in open space	

# **VARIANCE REPORT**

## **Request / Background**

Code Section 90-82 requires multifamily buildings with 20,000 sf to 100,000 sf to supply one (1) loading space. The proposed apartment building is 24,945 sf which therefore requires one (1) loading space. Code Section 90-84.1 requires the loading space to be a minimum size of 12 feet in width, 30 feet in depth and 14.5 feet of vertical clearance. FDOT denied the applicant's request for a second curb cut for the property which would have allowed for a loading space access point. As a solution, the applicant has located the required loading space inside of the parking garage. The loading space is 12 feet in width, 25 feet in depth and has 12 feet of vertical clearance. The loading space depth is limited by drive aisle width requirements and maneuverability and the vertical clearance is limited by the garage ceiling height.

## **Variance Criteria**

*(1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;*

Staff Response: The applicant is required to have a 12 foot wide, 30 foot deep loading zone. The size of the site would require a second curb cut to locate this space outside of the garage. However, due to the location of the site on Harding Avenue, FDOT did not approve a second curb cut. The solution is to provide a loading zone inside the building but reduce the size to 12 foot wide, 25 feet deep. The size of the property coupled with the denial of a second curb cut by FDOT make this property unique.

*(2) The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;*

Staff Response: The applicant has attempted to modify the building and site. The code limitations have constrained the site further. FDOT will not permit a second curb cut, therefore the actions are not the result of the property owner.

*(3) Literal interpretation of the provisions of the Town Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Town Code and results in unnecessary and undue hardship on the applicant;*

Staff Response: Literal interpretation of the Town Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district since FDOT did not approve of a second curb cut which is needed for a loading space that would be able to meet the size and vertical clearance requirements of the Town Code.

*(4) The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town of Surfside Comprehensive Plan or the Town Code;*

Staff Response: The applicant has indicated in their variance hardship letter that they did not deliberately or knowingly create the situation resulting in the need for a variance.

*(5) An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;*

Staff Response: The applicant has indicated in their variance hardship letter that greater financial return is not a factor in their hardship. FDOT denial of a second curb cut is the reason for the hardship and reason for the variance.

*(6) Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;*

Staff Response: Granting the variance allows the applicant and proposed project to have a loading space which other buildings and properties are required to have in the same zoning district resulting in the same treatment.

*(7) The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and*

Staff Response: The requested variance is the minimum variance necessary to allow the applicant and proposed project to have an off-street loading space for trucks and delivery vehicles. The proposed space will be 25 feet in length instead of 30 feet in length.

*(8) The requested variance is in harmony with the general intent and purpose of the Town of Surfside Comprehensive Plan and the Town Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.*

Staff Response: The requested variance is in harmony with the Town's Comprehensive Plan and is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare of the neighborhood and will not diminish or impact neighborhood property values. The proposed loading space is off-street and inside of the parking garage.

## **Finding**

Staff finds that the variance request did not result from the actions of the applicant but rather the denial of a second curb cut from FDOT. The loading space depth is limited by drive aisle width and maneuverability requirements.

# **APPLICATIONS**





DRB Meeting	___/___/20__
Application / Plans Due	___/___/20__

**TOWN OF SURFSIDE**  
**MULTI-FAMILY AND NON-RESIDENTIAL SITE-PLAN APPLICATION**

A complete submittal includes all items on the "Multifamily and Non-Residential Site-Plan Application Submission Checklist" document as well as completing this application in full. The owner and agent must sign the application with the appropriate supplemental documentation attached. Please print legibly in ink or type on this application form.

<b><u>PROJECT INFORMATION</u></b>	
OWNER'S NAME	8851 Harding Ave LLC.
PHONE / FAX	
AGENT'S NAME	Hugo Frascarolli
ADDRESS	8851 Harding Ave. Surfside Fl 33154
PHONE / FAX	
PROPERTY ADDRESS	8851 Harding Ave. Surfside Fl 33154
ZONING CATEGORY	Multifamily
DESCRIPTION OF PROPOSED WORK	New 2 Story Multifamily Building with 24,945 square feet. Including 18 Apartments and 32 underground parking spaces.

<b><u>INTERNAL USE ONLY</u></b>			
Date Submitted	_____	Project Number	_____
Report Completed	_____	Date	_____
Fee Paid	\$ _____		

<b><u>ZONING STANDARDS</u></b>	Required	Provided
Plot Size	_____	_____
Setbacks (F/R/S)	_____ _____ _____	_____ _____ _____
Lot Coverage	_____	_____
Height	_____	_____
Pervious Area	_____	_____

  
 SIGNATURE OF OWNER

February 06, 2018  
 DATE

  
 SIGNATURE OF AGENT

02/06/18  
 DATE

City of Surfside

Project 8851 Harding

At Mr. Mayor and commissioners

Dear Sir/s

I the undersigned, Hugo O Frascaroli in the character of one of the partners in the residential development, named 8851 Harding, I'm addressing you to inform that the donation we are making to the City of Surfside is for parks \$27,300.75 and for police \$6,209.83 a total \$30,510.58 to contribute with the constant growth of the city.

To arrive to this figure, we asked the Architect Juan Carlos David, in charge of this project designed, to performed an appropriate calculation. Which the Architect used the worksheet of the County of Miami Dade to calculated. Please find the attach worksheet

From our part is a great pleasure to collaborate with the City of Surfside

Hugo O Frascaroli

**DADE COUNTY IMPACT FEES**

CHARGES							
DEPARTMENT	FEE	# of units	total SF Living	Times	TOTAL SCHL	AMOUNT	NOTES
ROAD (PER UNIT)	\$ 6,282.77	18				\$ 113,089.86	TOTAL RD
FIRE per unit	\$ 432.62	18				\$ 7,787.16	TOTAL FIRE
SCHOOL per UNIT	\$ 812.00	18			\$11,016.00	\$ 20,015.52	TOTAL SCHL
SCHOOL total SF	\$ 0.918		18518		\$18,896.52		
PARK	\$ 2,380.110	18				\$ 42,461.98	
POLICE	\$ 564.53	18				\$ 10,161.54	
TOTAL IMPACT FEES						\$ 201,536.06	TOTAL

CREDITS							
DEPARTMENT	FEE	# of units	total SF Living	Times	TOTAL SCHL	AMOUNT	NOTES
ROAD (6 apt units + SFR)	\$ 6,282.77	7				\$ 43,979.39	
FIRE per unit	\$ 432.62	7				\$ 3,028.34	
SCHOOL per UNIT	\$ 812.00	6			\$3,672.00	\$ 8,118.79	
SCHOOL total SF	\$ 0.918		4844.00		\$4,446.79		
PARK-house	\$ 4,020.570	1				\$ 4,020.57	
PARK-S units	\$ 2,380.110	6				\$ 14,160.66	
POLICE	\$ 564.53	7				\$ 3,951.71	
TOTAL IMPACT CREDITS						\$ 77,259.46	
TOTAL IMPACT FEES TO DADE COUNTY						\$ 124,276.60	DEDUCT

**DADE COUNTY CHARGES FOR:**

CHARGES							
DEPARTMENT	FEE	# of units	total SF Living	Times	TOTAL SCHL	AMOUNT	NOTES
ROAD (PER UNIT)	\$ 6,282.77	18				\$ 113,089.86	
FIRE per unit	\$ 432.62	18				\$ 7,787.16	
SCHOOL per UNIT	\$ 812.00	18			\$11,016.00	\$ 20,015.52	
SCHOOL total SF	\$ 0.918		18518		\$18,896.52		
TOTAL IMPACT FEES						\$ 148,892.54	NOT INCLUDED

CREDITS							
DEPARTMENT	FEE	# of units	total SF Living	Times	TOTAL SCHL	AMOUNT	NOTES
ROAD (6 apt units + SFR)	\$ 6,282.77	7				\$ 43,979.39	
FIRE per unit	\$ 432.62	7				\$ 3,028.34	
SCHOOL per UNIT	\$ 812.00	6			\$3,672.00	\$ 8,118.79	
SCHOOL total SF	\$ 0.918		4844.00		\$4,446.79		
TOTAL IMPACT CREDITS						\$ 55,126.52	NOT INCLUDED

**CONTRIBUTION TO TOWN OF SURFSIDE**

CHARGES							
DEPARTMENT	FEE	# of units	total SF Living	Times	TOTAL SCHL	AMOUNT	NOTES
PARK	\$ 2,380.110	18				\$ 42,461.98	
POLICE	\$ 564.53	18				\$ 10,161.54	
CONTRIBUTION						\$ 52,643.52	APPLIES

CREDITS							
DEPARTMENT	FEE	# of units	total SF Living	Times	TOTAL SCHL	AMOUNT	NOTES
PARK-house	\$ 4,020.570	1				\$ 4,020.57	
PARK-S units	\$ 2,380.110	6				\$ 14,160.66	
POLICE	\$ 564.53	7				\$ 3,951.71	
TOTAL CREDITS						\$ 22,132.94	APPLIES
TOTAL CONTRIBUTION TO TOWN OF SURFSIDE						\$ 30,510.58	TOTAL



PROPERTY TO THE NORTH



PROPERTY TO THE SOUTH





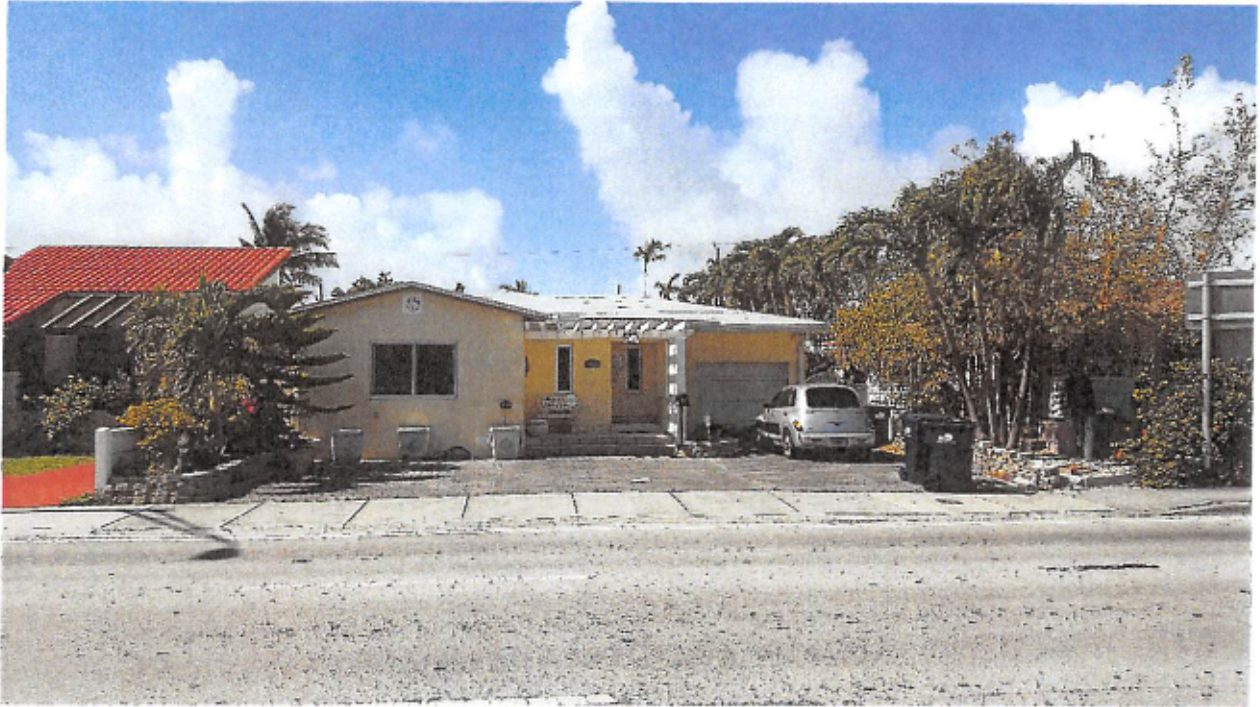
LOT 3 OF SUBJECT PROPERTY (1 OF 3 LOTS)



LOT 4 & 5 OF SUBJECT PROPERTY (2 & 3 OF 3 LOTS)



SURFSIDE APTS -8851-8873 HARDING AVE.



PROPERTY TO THE NORTHWEST (ACROSS THE STREET)



PROPERTY TO THE WEST (ACROSS THE STREET)



SURFSIDE APTS -8851-8873 HARDING AVE.



PROPERTY TO THE WEST (ACROSS THE STREET)



PROPERTY TO THE WEST (ACROSS THE STREET)



SURFSIDE APTS -8851-8873 HARDING AVE.



PROPERTY TO THE SOUTHWEST (ACROSS THE STREET)



**TOWN OF SURFSIDE**  
**GENERAL VARIANCE APPLICATION**

A complete submittal includes all items on the "Submission Checklist for General Variance Application" document as well as completing this application in full. The owner and agent must sign the application with the appropriate supplemental documentation attached. Please print legibly in ink or type on this application form.

**PROJECT INFORMATION**

OWNER'S NAME 8851 HARDING, LLC.

PHONE / FAX (305) 285-4343 / (305) 285-4330

AGENT'S NAME Juan C David

ADDRESS 1385 Coral Way Suite 404

PHONE / FAX (305) 285-4343

PROPERTY ADDRESS 8851 & 8873 HARDING AVE Surfside, FL 33154-3418

ZONING CATEGORY H30-C

DESCRIPTION OF VARIANCE REQUESTED SEE SEPARATE SHEET ATTACHED  
(please use separate sheet)

**INTERNAL USE ONLY**

Date Submitted \_\_\_\_\_ Project Number \_\_\_\_\_

Report Completed \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

**ZONING STANDARDS**

	Required	Provided
Lot Coverage	80% = 14,720 SF	(56)% 10,390
Dimension of yards	20' front & 10' Rear	
Setbacks (F/R/S)	20'/10'/16'	20'/10'/16'
Parking	39	42
Loading	1	Variance requested
Pervious Area	Front 960SF/Rear 318SF	Front 1,045 SF/ Rear 319 SF

  
SIGNATURE OF OWNER

2-7-2018  
DATE

  
SIGNATURE OF AGENT

2/7/18  
DATE

Town of Surfside - General Variance Application

February 6, 2018

**Town of Surfside**  
**Department of Planning & Zoning**  
1700 Convention Dr  
Miami Beach, FL 33140

**Owner: 8851 Harding, LLC**  
**Address: 8851 & 8873 Harding Avenue –Process# 08-1763.18**  
**Miami Beach, FL 33139**

**“HARDSHIP LETTER”**

The undersigned **Juan C. David RA # 15344** –Architect of record for the above property, certifies herein that the property in question presents several conditions that can be considered as hardships to develop said Property.

The Variance being requested is the Loading Parking per Town of Surfside Section 90.84 standard that cannot be placed on ground level per FDOT letter submitted on March 2, 2016, that prohibits a 2<sup>nd</sup>. curb cut (Site entrance) on Harding Ave. therefore we propose:

**A Variance to place Loading Space inside the underground Garage with 12’x25’x 12’ height Clearance in lieu of the required 12’x30’x14’ height clearance.**

Because of the above conditions I certify:

- 1- That those conditions and circumstances are not applicable to other lands, structures or buildings in the same district. DOT didn’t approve a second curb-cut that would have allowed for a full Loading parking on ground per Town of Surfside regulations;
- 2- We submitted to the Town of Surfside a letter from DOT with the disapproval of a second curb-cut; therefore this special condition do not result from the actions of the Applicant, and that the granting of the Variance will not confer the applicant any special privilege;
- 3- That literal interpretation of providing a full Loading Dock inside the basement by these regulations will deprive the applicant of common rights enjoyed by other properties in the same zoning district, and will constitute unnecessary and undue hardship on the applicant;
- 4- The hardship is the inability to provide the “loading space” at ground level per DOT regulations, and has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town of Surfside Comprehensive Plan or the Town Code;

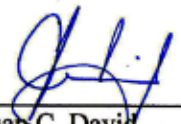
Cont/...

- 5- The inability to properly locate the “loading space” is due to DOT regulations, and not the owner’s desire on a greater return or financial interest.
- 6- Granting the variance application for a “smaller loading space” in the underground garage of this small scale building conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;
- 7- That this variance for a “smaller” loading space inside the underground garage will grant the minimum and reasonable use of the land and of the building structure giving the confined underground space.
- 8- That the granting of this Variance for a “smaller” loading space -inside the underground Garage-, is consistent with the comprehensive plan, in that a “loading space” is being provided per regulations, and it’s not detrimental or injurious to the public and safety of the neighborhood and does not diminish or impair the property values for the neighborhood.

It is for the above mentioned reasons we respectfully request the Zoning Director to grant this variance based on the Hardships stated herein, and that this Variance will be in compliance with the FBC and with Town of Surfside regulations, and it can be considered safe and sound by the Town of Surfside.

Should you have any question or need additional information, please do not hesitate to contact me.

Sincerely,

  
\_\_\_\_\_  
Juan C. David  
PRES.  
LEED AP. RA # 00015344

Tel.# (786) 443-6750

Cc/ File  
8851 Harding, Llc.

RICK SCOTT  
GOVERNOR

*Florida Department of Transportation*

1000 NW 110 Avenue  
Miami, Florida 33172

JIM BOYD II  
SECRETARY

March 2, 2016

*Juan David*

**SUBJECT:** *Pre-application meeting letter for the proposed driveway located at 8851 Harding Ave. State Rd A1A, Section 87060-001*

Dear Mr. David:

This is to acknowledge the outcome of the subject meeting dated March 2, 2016 as well as other informal discussions. **This review is advisory in nature only, and the results are non-binding on the Department and the applicant.**

Based on the "FDOT Access Management" classification criteria, State Road A1A (Harding Ave.), and 88 Street within the vicinity of subject location is class 7 roadway. This classification requires a minimum distance of 125' between two access points. The proposed driveways seem not to meet the minimum required spacing.


The proposed subject development will require an access permit to construct a new driveway as well as a drainage permit from the Department. Any other changes or work, related to the property within the Department's Right-of-Way, may require other permits from the Department accordingly.

The initial processing of the permit applications may take up to 30 days, in which this office will inform the applicant of any required additional information.

**This review letter does not constitute preliminary or final Department's approval of the proposed site plan.** Additionally, these preliminary comments may only be valid until such time as the site or roadway characteristics change. All plans shall comply with the Department's standards and specifications for design and construction.

Please include a copy of this letter with your permit application package. If you have any further questions, please feel free to contact me at (305) 470-5371.

Sincerely,

  
**Ali Khalil Ahmadi, P.E., PTOE**  
Assistant District Permits Engineer

cc: Section File (87060)

**RESOLUTION NO. 2019- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN APPLICATION SUBMITTED BY 8851 HARDING, LLC (“APPLICANT”) FOR THE PROPERTY LOCATED AT 8851 AND 8873 HARDING AVENUE, AND LEGALLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO (“PROPERTY”), FOR A SITE PLAN FOR AN 18 UNIT MULTI-FAMILY BUILDING AND A VARIANCE FROM SECTION 90-84.1 OF THE TOWN CODE TO PROVIDE FOR A LOADING SPACE OF 12’ BY 25’ WITH A VERTICAL CLEARANCE OF 12’, WHERE A LOADING SPACE OF 12’ BY 30’ WITH A VERTICAL CLEARANCE OF 14.5’ IS REQUIRED; SUBJECT TO CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the applicant and property owner, 8851 Harding, LLC (“Applicant”), has applied for site plan approval and a variance from Section 90-84.1 of the Town of Surfside (“Town”) Code of Ordinances (“Code”), to allow a loading space of 12 feet by 25 feet with a vertical clearance of 12 feet, where a loading space with a minimum size of 12 feet by 30 feet with a vertical clearance of 14.5 feet is required (“Application”), on the property located at 8851 and 8873 Harding Avenue, and legally described in Exhibit A attached hereto (“Property”); and

**WHEREAS**, the Applicant is proposing an 18 unit multi-family apartment building at the Property, with 32 parking spaces within a garage (“Project”), and seeks a variance from Section 90-84.1 of the Town Code requirements for loading space and vertical clearance; and

**WHEREAS**, Section 90-84.1 of the Town Code requires a loading space and clearance for the Project with a minimum size of 12 feet by 30 feet with a vertical clearance of 14.5 feet; and

**WHEREAS**, Section 90-36 of the Town Code provides for variance application and review; and

**WHEREAS**, the Town Staff finds that the site plan is consistent with the Town Code requirements and that the variance criteria has been met; and

**WHEREAS**, on April 23, 2019, the Town Commission conducted a public hearing on the Application for which a hearing was noticed, posted, advertised and held as required by law, all interested parties concerned in the matter were heard, and due and proper consideration was given to the matter; and

**WHEREAS**, the Town Commission, having reviewed the Application, the written and oral findings of Town staff, and all other relevant testimony and evidence, including the Applicant's voluntarily proffers, finds that the Application is in compliance with the Town's Code and comprehensive plan.

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

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

**Section 2.**     **Site Plan Approved.**    The requested site plan prepared by J.C.D. Architect, Inc. and dated March 10, 2019 is hereby approved and consistent with the Town's Code.

**Section 3.**     **Variance Approved.**    The requested variance, with conditions, from the loading space and clearance requirement of Section 90-84.1 of the Town Code of Ordinances is hereby approved, to allow a loading space of 12 feet by 25 feet with a vertical clearance of 12 feet on the Property, where a loading space with a minimum size of 12 feet by 30 feet with a vertical clearance of 14.5 feet is required.



**Section 4. Conditions.** The approval granted by this resolution is subject to the Applicant's compliance with the following conditions, which the Applicant voluntarily proffered and stipulated to at the public hearing:

a. A continuous hedge of a minimum height of three feet at the time of planting shall be installed and shall thereafter be maintained at a maximum height equal to the top of the fence. The hedge shall be planted between the right-of-way and the fence.

b. The Applicant has proffered a contribution in the amount of \$33,509.58 towards park and police, which shall be payable to the Town prior to the issuance of a building permit.

c. The Applicant shall pay, as cost recovery pursuant to Section 90-11 of the Town Code, all fees associated with the professional services rendered in the review and processing of this Application.

d. The variance is effective solely for purposes of the Project depicted in the Applicant's plans submitted to the Town on December 13, 2018, and for no other purpose, and the Project must be developed substantially in accordance with the approved plans.

e. In the event that the Applicant desires to develop the Property in a manner other than in substantial compliance with the plans submitted to the Town on December 13, 2018, the site plan and variance shall be deemed never to have been granted, and shall become null and void.

The Property shall automatically revert to the development status it had prior to this approval.

f. The Applicant shall comply with all conditions and permit requirements of the Miami-Dade County Department of Environmental Resource Management, the Miami-Dade County Fire Rescue Department, the Miami-Dade County Water and Sewer Department, the Florida Department of Environmental Protection, the Florida Department of Transportation, and all other governmental agencies with jurisdiction over the Project.

g. As provided in Section 90-35(a)(9) of the Code, approval of the site plan and variance shall be void if the Applicant does not obtain a building permit within 24 months after the granting of this approval. The Town Commission may grant one or more extensions for a period of up to a total of six months for good cause shown by the Applicant.

h. Prior to the issuance of a building permit, Applicant shall execute a Unity of Title for the Property (8851 and 8873 Harding Avenue), in form and substance approved by the Town and Town Attorney.

Failure by the Town to timely enforce any of the above conditions does not constitute a waiver of same, and if the Applicant, its successors or assigns, do not perform such conditions within five (5) days after written notice, the Town reserves the right to stop construction, if necessary, until that condition is met. By acting in accordance with this approval, the Applicant hereby consents to all of the foregoing terms and conditions.

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

**PASSED and ADOPTED** on this \_\_\_\_ day of April, 2019.

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

Attest:

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

**APPROVED AND TO FORM AND  
LEGAL SUFFICIENCY:**

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

**EXHIBIT “A”**

**LEGAL DESCRIPTION OF PROPERTY**

Lots 4 and 5, Block 3, of Second Amended Plat of Normandy Beach, Plat Book 16, Page 44, of the Public Records of Miami-Dade County, Florida;

Folio Number: 14-2235-005-0320

Property Address: 8851 Harding Avenue, Surfside, Florida 33154

Lot 3 and the South 5 feet of Lot 2, Block 3, of Second Amended Plat of Normandy Beach, Plat Book 16, Page 44, of the Public Records of Miami-Dade County, Florida;

Folio Number: 14-2235-005-0310

Property Address: 8873 Harding Avenue, Surfside, Florida 33154

(collectively the “Property”).



**Town of Surfside  
Regular Town Commission Meeting  
MINUTES  
May 14, 2019  
7 p.m.**

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

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 7:02 p.m.

**B. Roll Call of Members**

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

Mayor Daniel Dietch, Commissioner Michael Karukin and Commissioner Tina Paul. Vice Mayor Daniel Gielchinsky and Commissioner Barry Cohen were absent.

**C. Pledge of Allegiance**

Chief Yero led the Pledge of Allegiance

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

Commissioner Paul spoke regarding the Presentation of the Town Commission Annual Salary of one dollar for elected officials that was held at the April 10, 2019 Commission Meeting. She was unable to attend due to being in Paris representing her work in photography. She spoke regarding the services she attended and about the community and the services and programs the Town of Surfside provides for the residents.

Commissioner Cohen arrived at 7:08pm.

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

Commissioner Karukin made a motion to allow Senator Pizzo to speak as soon as he arrives and to add this as item 1K and to pull and approve items 3F and 3G in order to present the proclamations. Commissioner Paul seconded the motion. The motion carried 4-0 with Commissioner Cohen absent.

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

Mayor Dietch spoke regarding the passing of former Town Manager W.D. Higginbotham and asked for a moment of silence.

Mayor Dietch thanked Surfside residents for their help at the Bonanza event and the 4<sup>th</sup> Earth Day Fair. He also congratulated Commissioner Paul for being sworn in as a member of the Miami Dade County League of Cities.

Mayor Dietch spoke about May being Police Appreciation Month and thanked the Surfside Police Department and that the Police Blue Flag will be flying at town Hall commemorating those officers that have fallen.

Mayor Dietch stated that turtle nesting season is in effect until October and reminded all residents. He stated that hurricane season starts June 1 and reminded everyone of hurricane preparedness. He stated that the Public Works Department will be hosting a hazardous material drop off on May 18 from 9 am to 12 pm at Town Hall.

Mayor Dietch spoke about the Police Department handing out tarps on May 20.

Mayor Dietch stated that there will be a Hurricane Preparedness Meeting at Town Hall on June 4 at 6 pm in the Commission Chambers.

Mayor Dietch gave updates of upcoming events. These events can be found on the Town website.

Commissioner Karukin made a motion, with the deferred items, to add for staff and the Planning & Zoning Board to conduct a study showing the impact of short-term rentals and office space in boutique hotels. Commissioner Paul added the aggregation of properties to that request. The motion received a second from Commissioner Paul. Motion passed with a 3-1 vote with Commissioner Cohen voting no and Vice Mayor Gielchinsky absent.

Vice Mayor Gielchinsky arrived at 7:18 p.m.

Commissioner Karukin made a motion to move Item 9G after item 1. Motion received a second by Commissioner Paul. Motion passed with a 4-1 vote with Vice Mayor Gielchinsky voting no.

**G. Recognition of Ms. Aletha Player, FPL Area Manager, External Affairs – Mayor Daniel Dietch**

Mayor Dietch presented Ms. Player with a plaque in appreciation of her service to the Town of Surfside.

**H. Introduction of Mr. Christopher Ferreira, FPL External Affairs Advisor – Guillermo Olmedillo, Town Manager**

Town Manager Olmedillo introduced Christopher Ferreira as the new contact person for the Town at FPL.

Mr. Ferreira introduced himself and provided some of his background information to the Town Commission.

**I. Proclamation Presentation Designating May as the Jewish American Heritage Month – Mayor Daniel Dietch**

Mayor Dietch read the proclamation into the record.

No one was present to receive the proclamation.

**J. Code Enforcement Officers' Appreciation Week Proclamation Presentation – Mayor Daniel Dietch**

Mayor Dietch read the proclamation into the record.

Code Compliance Director Alan Graham received the proclamation on behalf of the entire Code Compliance Department. He stated that it is their pleasure to serve the community.

**K. Presentation by Senator Pizzo – Add on item**

Senator Pizzo spoke about the recently finished legislative session and everything he was able to accomplish during the session.

Vice Mayor Gielchinsky thanked Senator Pizzo for his presentation and his representation. He asked Senator Pizzo about school and education

subcommittees and security in schools. He also asked Senator Pizzo about flight path changes and how it would affect the community.

Senator Pizzo addressed Vice Mayor Gielchinsky's questions and explained each one as it relates to what is occurring at the federal and state levels.

Mayor Dietch spoke regarding communication he received from Congresswoman Debbie Wasserman-Schultz declaring May Jewish American Heritage Month.

Commissioner Cohen left the meeting at 7:42pm

## **2. Quasi-Judicial Hearings - None**

## **3. Consent Agenda**

The following member of the public spoke on items on the consent agenda:  
Sasha Plutno spoke regarding items 3B and 3D.

Commissioner Karukin made a motion to approve the consent agenda. The motion received a second from Vice Mayor Gielchinsky. The motion carried 4-0 with Commissioner Cohen absent.

### **A. Minutes** – Sandra Novoa, MMC, Town Clerk Approved on consent

- April 3, 2019 Town Commission Budget Workshop Minutes
- April 9, 2019 Regular Town Commission Meeting Minutes

### **\*B. Town Manager's Report** – Guillermo Olmedillo, Town Manager Approved on consent

### **\*C. Town Attorney's Report** – Weiss Serota, Town Attorney Approved on consent

### **D. Committee Reports** – Guillermo Olmedillo, Town Manager Approved on consent

- January 7, 2019 Tourist Board Meeting Minutes
- January 16, 2019 Sustainability and Resiliency Committee Minutes
- March 7, 2019 Downtown Vision Advisory Committee Minutes
- March 11, 2019 Special Tourist Board Meeting Minutes
- March 28, 2019 Planning and Zoning Board Meeting Minutes
- April 1, 2019 Tourist Board Meeting Minutes



- E. A Resolution Urging Miami-Dade County League of Cities to Create a Committee Dedicated to the Protection and Conservation of the Biscayne Bay Ecosystem – Commissioner Tina Paul**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE MIAMI-DADE COUNTY LEAGUE OF CITIES TO CREATE A COMMITTEE DEDICATED TO THE PROTECTION AND CONSERVATION OF THE BISCAYNE BAY ECOSYSTEM, TO ADDRESS AND FORMULATE COMPREHENSIVE POLICIES ON REGIONAL ISSUES IMPACTING BISCAYNE BAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent

- F. Approval of Proclamation for Code Enforcement Officers' Appreciation Week – Mayor Daniel Dietch**

Pulled and approved under item 3E.

Mayor Dietch read the proclamation into the record.

Code Compliance Director Alan Graham received the proclamation on behalf of the entire Code Compliance Department. He stated that it is their pleasure to serve the community

- G. Approval of Proclamation Designating May as the Jewish American Heritage Month – Mayor Daniel Dietch**

Pulled and approved under item 3E.

Mayor Dietch read the proclamation into the record.

No one was present to receive the proclamation.

**4. Ordinances**

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

**A. Second Reading Ordinances**

- 1. Prohibiting Hotels in H40 – Guillermo Olmedillo, Town Manager**  
*[Linked to Item 9G]*

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED, CONDITIONAL, AND PROHIBITED USES TO PROHIBIT HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93<sup>RD</sup> STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

Commissioner Karukin made a motion to defer the ordinance with direction to staff and the Planning and Zoning Board to study the impacts of short-term rental, of short-term rentals and office space in boutique hotels. Commissioner Paul added the aggregation of properties to that request. The motion received a second from Commissioner Paul. The motion carried 3-1 vote with Commissioner Cohen voting in opposition and Vice Mayor Gielchinsky absent.

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

## **B. First Reading Ordinances**

### **1. Florida Friendly Landscape Ordinance - Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING ARTICLE VIII, "LANDSCAPE REQUIREMENTS," OF CHAPTER 90, "ZONING," OF THE TOWN'S CODE OF ORDINANCES BY ESTABLISHING FLORIDA-FRIENDLY LANDSCAPE REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the ordinance.

Vice Mayor Gielchinsky made a motion for discussion purposes. The motion received a second from Commissioner Paul.

Town Manager Olmedillo introduced the item.

Mr. Bill Tesauro from Calvin Giordano and Associates presented the item and answered questions posed by Commissioner Paul.

The item was paused to open Good and Welfare at 8:15pm.

Discussion on the item resumed at 8:37pm

Commissioner Cohen returned to the meeting at 8:38pm.

The following members of the public spoke on the item:

Eliana Salzhauer  
George Kousoulas  
Pamela O'Hagan  
Sasha Plutno  
Diana Gonzalez

After some discussion, Commissioner Paul made a motion to approve with the following amendments:

Page 110, lines 141-146 definitions of commercial applicator and commercial fertilizer

Page 114, line 314 – clarify the definition of turf

Page 119, line 519 add the first sentence back - environmentally friendly fertilizer which was stricken before to be added back in.

Page 123, line 674-675

Further discussion continued among the members of the Commission.

Mayor Dietch passed the gavel and seconded Commissioner Paul's motion. The motion carried 3-2 with Commissioner Karukin and Commissioner Cohen voting in opposition.

## 5. Resolutions and Proclamations

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

### A. Parking Utilization Analysis – Guillermo Olmedillo, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 121 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR A PARKING UTILIZATION STUDY; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo introduced the item.

Commissioner Karukin made a motion for discussion purposes. The motion received a second from Commissioner Paul.

Commissioner Karukin had some questions for the Traffic Engineer and made a motion to defer until the Traffic Engineer arrived at the meeting. The motion received a second from Vice Mayor Gielchinsky and all voted in favor.

Vice Mayor Gielchinsky excused himself and left the meeting at 9:05pm.

The item resumed at 9:20pm.

Traffic Engineer Eric Czerniejewski from Calvin Giordano and Associates, Inc. responded to some questions from members of the Town Commission.

After some discussion Commissioner Karukin made a motion to approve then later amended it to discussion purposes. The motion received a second from Commissioner Paul.

The following members of the public spoke on the item:

Sasha Plutno  
Eliana Salzhauer  
Clara Diaz-Leal  
Sheryl Goldberg  
George Kousoulas

Further discussion continued among the Commission and staff on the item.

A motion to approve was made by Commissioner Karukin and seconded by Mayor Dietch. Motion failed with a 2-2 vote with Commissioner Cohen, and Commissioner Paul voting in opposition. Vice Mayor Gielchinsky was absent.

**B. Hurricane Cost Recovery – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT FOR THE REIMBURSEMENT OF HURRICANE IRMA EXPENSES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

Commissioner Karukin made a motion to approve. The motion was seconded by Commissioner Paul and all voted in favor with Vice Mayor Gielchinsky absent.

**C. Additional Bigbelly Trash and Recycling Containers – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AMENDMENT NO. 1 TO THE CONNECT SERVICES AGREEMENT BETWEEN THE TOWN OF**

**SURFSIDE AND BIGBELLY SOLAR, INC. FOR ADDITIONAL SOLAR POWERED TRASH/RECYCLE COMPACTION CONTAINERS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo introduced the item.

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

Commissioner Karukin asked some questions of Public Works Director Stokes related to Bigbelly.

Commissioner Paul would like to defer to the Sustainability and Resiliency Committee to look at this item. She would also like to get statistics on overflowing and door jamming from the containers.

Commissioner Karukin disagreed with Commissioner Paul and trusts the recommendation of the Public Works Director.

The following member of the public spoke on the item:  
Sasha Plutno

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Cohen. The motion carried 3-1 with Commissioner Paul voting in opposition and Vice Mayor Gielchinsky absent.

**D. SunTrust Purchasing Card Agreement – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A COMMERCIAL CARD AGREEMENT WITH SUNTRUST BANK; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo presented the item to the Town Commission.

Commissioner Paul asked if there were any fees associated with the service. Interim Finance Director Wallace stated that there are no fees related to the service.

The following member of the public spoke on the item:

Clara Diaz-Leal

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

Commissioner Cohen left the meeting at 9:58pm.

**E. Appropriation of Resort Tax Fund Balance (Tourism Reserves) for the funding of Beach Renourishment Mitigation Plan – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE FISCAL YEAR 2018-2019 TOURIST RESORT FUND ANNUAL BUDGET TO APPROPRIATE AND RELEASE RESERVES TO THE TOURIST BOARD PROMOTIONAL ACTIVITIES ACCOUNT IN THE AMOUNT OF \$140,000.00 FOR FUNDING OF A BEACH RENOURISHMENT MITIGATION PLAN; APPROVING THE BUDGET AMENDMENT, RELEASE OF THE FUNDS FROM RESERVES AND EXPENDITURE OF FUNDS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

Commissioner Karukin made a motion for discussion purposes. The motion received a second from Commissioner Paul.

Commissioner Paul had some questions and concerns regarding the beach pop-up on page 292.

Tourism Director Fast spoke on the item and provided more details to the Town Commission.

The following members of the public spoke on the item:

Eliana Salzhauer

Sasha Plutno

George Kousoulas

Mayor Dietch requested the Town Manager to table the item.

There was no motion to approve this item.

**F. Fourth of July Fireworks – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE TOWN'S FOURTH OF JULY FIREWORKS DISPLAY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

Commissioner Karukin made a motion to approve. The motion received a second by Mayor Dietch.

The following members of the public spoke on the item:  
Eliana Salzhauer  
Sasha Plutno

Commissioner Paul asked if the fireworks will be able to take place with the beach renourishment project.

Parks and Recreation Director Milian stated that they are taking that into consideration, and they have spoken to the Army Corps of Engineers about it.

Commissioner Paul also stated that after Fourth of July the beach is usually left with cardboard circles and scraps from fireworks and wanted to know if there is something that can be done to ban people from setting off fireworks on the beach.

After some discussion the motion carried 3-0 with Vice Mayor Gielchinsky absent.

**G. Miami-Dade County Environmental and Education Grant – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING LOGISTICAL SUPPORT FOR THE YOUTH ENVIRONMENTAL ALLIANCE (YEA) IN CONNECTION**

**WITH THE MIAMI-DADE COUNTY ENVIRONMENTAL ENHANCEMENT AND EDUCATION GRANT PROGRAM FOR ENVIRONMENTAL EDUCATION FUNDING; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH YEA FOR SUCH PURPOSES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

Town Manager Olmedillo introduced the item.

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

The following members of the public spoke on the item:

Sasha Plutno

George Kousoulas

Discussion continued among the Commission on this item.

The motion carried with a 3-0 vote with Vice Mayor Gielchinsky and Commissioner Cohen absent.

**H. Resolution Waiving Building Permit Fees for Additional Sustainability Initiatives – Mayor Daniel Dietch**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING TOWN BUILDING PERMIT FEES AND REQUIRING EXPEDITED DEVELOPMENT AND REVIEW PROCESSES FOR SUSTAINABILITY PROJECTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

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

Commissioner Paul asked Building Official Prieto how many permits the Town has issued for solar panels after the resolution was passed for waiving the permit fees for solar panels.

Building Official Prieto answered Commissioner Paul's question regarding solar panels.

Mayor Dietch explained to Commissioner Paul the incentives in relation to solar panels.



The following members of the public spoke on the item:

Sasha Plutno

Eliana Salzhauer

After some discussion the motion carried 3-0 with Commissioner Cohen and Vice Mayor Gielchinsky absent.

**I. Global Payments Direct (OpenEdge) Credit Card Processing Agreement -** Guillermo Olmedillo, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A CARD SERVICES AGREEMENT WITH GLOBAL PAYMENTS DIRECT, INC.; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title of the resolution.

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

Commissioner Paul would like an update on how the ERP system is working.

Commissioner Paul stated she looked online to see how the payment system works and she found Open Edge which has a B Merchant rating. She asked how many people will use this system and the fees related to it.

Town Manager Olmedillo requested Interim Finance Director Wallace to provide a more detail explanation.

Interim Finance Director Wallace spoke about the different fees involved and the process.

A motion was made to approve by Commissioner Karukin and seconded by Commissioner Paul. The motion carried by a 3-0 vote with Commissioner Cohen and Vice Mayor Gielchinsky absent.

A motion was made by Commissioner Karukin, seconded by Commissioner Paul to extend the meeting one (1) hour. Motion passed by a 3-0 vote, with Vice Mayor Gielchinsky and Commissioner Cohen absent.

The following members of the public spoke on the item:

Eliana Salzhauer spoke regarding the quality of life in Surfside and the displacement of residents when hotels come to build in Surfside.

Marianne Meischeid spoke about the unified looks discussed in DVAC and the motion requesting the Town Commission to create an ordinance to have stores remove hurricane shutters within a certain amount of days after a storm.

Sasha Plutno spoke about anti-septic website, blower prohibition, sewer pumps and the salaries for the Commission.

Adam Saifer spoke about the possibility of allowing the residents to vote on any banning that the Town may be thinking of implementing.

Ben Jacobson spoke about Senator Pizzo's comments regarding arming teachers.

Members of the Town Commission addressed some of the comments from the members of the public.

## **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**

None.

## **9. Mayor, Commission and Staff Communications**

### **A. EpiPen – Commissioner Tina Paul**

Commissioner Paul presented the item to the Town Commission.

Commissioner Karukin spoke about the risk of liabilities, personal responsibility, and the burden of compliance that relates to expiration date,

temperatures and CFR regulations. He also spoke about the need for training staff, the cost and the administrative support.

The following members of the public spoke on the item:  
Eliana Salzhauer  
Sasha Plutno

Commissioner Paul made a motion to direct the administration to look into the possibility of implementing this program further. Mayor Dietch made a friendly amendment to direct staff to develop a policy and a plan for the Community Center only and to provide information related to the training requirements and any legalities associated with the program. Commissioner Paul accepted the amendment and the motion carried 2-1 with Commissioner Karukin voting in opposition. Commissioner Cohen and Vice Mayor Gielchinsky were absent.

**B. Beach Renourishment Update [Verbal] - Guillermo Olmedillo, Town Manager**

Town Manager Olmedillo provided a verbal update to the Town Commission.

**C. Downtown Vision Advisory Committee Parking Recommendation – Guillermo Olmedillo, Town Manager**

Town Manager Olmedillo presented the item and asked Assistant Town Manager Tavares' assistance with providing more information to the Town Commission.

Assistant Town Manager Tavares and Chief Yero provided the Commission with more information regarding the item.

Commissioner Paul asked the Town Manager if there is weekend enforcement and what are the hours.

Chief Yero responded affirmatively to Commissioner Paul's question. She wanted to know if the machines message you if the time is expiring.

Chief Yero stated that he will be happy to have the Parking Manager attend the next meeting to further explain the program.

The following members of the public spoke on the item:  
Eliana Salzhauer  
George Kousoulas

**D. Charter Amendment Ballot Question Information and Deadlines –**  
Guillermo Olmedillo, Town Manager

Town Manager Olmedillo presented the item to the Town Commission. He explained that this item is just for informational purposes and that it provides deadlines for any charter amendment.

The following members of the public spoke on the item:

Eliana Salzhauer

Sasha Plutno

**E. Code Compliance Resources – Mayor Daniel Dietch**

Mayor Dietch presented the item to the Town Commission.

The following members of the public spoke on the item:

Eliana Salzhauer

Commissioner Karukin made a motion to approve the recommendation to hire additional staff to meet code compliance needs outside of the traditional workday. The motion received a second from Commissioner Paul and all voted in favor.

**F. Single-Use Plastics Prohibition – Mayor Daniel Dietch**

Mayor Dietch presented the item to the Town Commission.

The following members of the public spoke on the item:

Eliana Salzhauer

George Kousoulas

Sasha Plutno

Commissioner Paul made a motion to direct the Town Attorney to proceed with preparing an ordinance prohibiting the distribution, sale or use of single-use plastics. The motion received a second from Commissioner Karukin and all voted in favor.

**G. Zoning in Progress – New Applications or Site Plans for Hotels in H40 Zoning District, South of 93<sup>rd</sup> Street – Guillermo Olmedillo, Town Manager [Linked to Item 4A1]**

This item was heard after item 1K and before the consent agenda at the beginning of the meeting.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Paul. The motion carried 3-1 with Vice Mayor

Gielchinsky voting in opposition and Commissioner Cohen absent from the dais.

**H. Ruth K. Broad Bay Harbor K-8 Center Students Residency Requirements Staffing Support – Mayor Daniel Dietch**

Commissioner Paul made a motion to direct the Town Manager to move forward. Mayor Dietch seconded the motion.

The following member of the public spoke on the item:  
Eliana Salzhauer.

The motion carried 3-0

**10. Adjournment**

There being no further business to discuss before the Commission, the meeting adjourned without objection at 12:00 a.m. on Wednesday, May 15, 2019.

Respectfully submitted,

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

Attest:

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



## TOWN MANAGER'S REPORT

JUNE 11, 2019

### COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. SEE CLICK FIX REPORT – *Attachment "A"*
- II. SOCIAL MEDIA (NEXTDOOR) REPORT – *Attachment "B"*
- III. DEVELOPMENT APPLICATION PROCESS (2009 – PRESENT) – *Attachment "C"*
- IV. DEVELOPMENT APPLICATIONS STATUS

**A. 8851 Harding** – The applicant has submitted plans for an 18 unit development. The DIC meeting was held on March 26, 2018. The DRG meeting was held on November 29, 2018. The Planning and Zoning Board meeting was held on January 31, 2019 and the board recommended approval to the Town Commission. The application is scheduled for the June 11, 2019 Commission Meeting.

**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.

### V. TOWN DEPARTMENTS

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

**A. Code Violation Cases:** As of May 29, 2019, the total number of active, open cases being managed is 242; of these cases, 95 cases are still under investigation and

are working towards compliance; 14 cases are on-hold; 31 are in the Special Master hearing queue; 5 cases are in post-Special Magistrate action status; 14 cases have pending liens, and 83 cases have been issued liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a quarterly basis.

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

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

- FY 18/19: Through May 28, 2019, 95 cases have paid/settled for a total collection of \$21,138.
- FY 17/18: 92 cases have paid/settled for a total collection of \$29,576.
- FY 16/17: 117 cases have paid/settled for a total collection of \$40,842.
- FY 15/16: 152 cases paid/settled for a total of \$137,282.

### ***Finance Department***

Monthly Budget to Actual Summary as of April 30, 2019 – *Attachment "D"*

### ***ERP Update***

The following Tyler ERP project Financial components (InerGov) are now active: payroll, accounts payable and utility billing. Presently Time and Attendance, Bank Reconciliation, Cashiering and Merchant account setup are in progress. The second aspect of the project, EnerGov (Building, Planning and Code), is in the feedback stage with Tyler - qualifying the imported data and configurations necessary to go live in August. Training on with InerGov and EnerGov products will continue through the next two months live.

### ***Planning and Zoning Department***

The Planning and Zoning Board has discussed the issue of adaptability to climate change in several of its meetings.

At the May 23, 2019 meeting, the Board continued to discuss options for adaptation and potential code amendments.

## ***Police Department***

### ***A. Police Department Statistics (May 1 – May 24, 2019):***

- Traffic Citations – 303
- Parking Citations – 703
- Arrests – 6
- Dispatch Events – 1,699
- Incident/Crime Reports - 56
- Suspicious Person Checks - 21
- Suspicious Person Checks - 11

### ***B. Summer Safety Tips for Drivers and Parents***

The Miami-Dade County Public Schools 2018-2019 school schedule concluded on June 6, 2019 and the Surfside Police Department reminded drivers and parents about the importance of keeping children safe throughout the summer months. The valuable information provided below was published in the June Gazette.

Drivers should be extra cautious in looking for child pedestrians and bicyclists during the summer.

#### **Tips for Drivers:**

- Be alert, especially in residential areas.
- Expect the unexpected. Children may cross the street at the wrong place or suddenly run or ride in front of you.
- Obey all laws. Slow down if there are children along the road or crossing the street. Come to a full stop at intersections.
- Be predictable. Don't make sudden maneuvers that others, particularly children on foot or on a bicycle, are not expecting.
- Double check behind you and around you when backing out of a driveway or parking space.
- Don't be distracted. Put down the coffee, put down the cell phone, and put both hands on the wheel. Avoid distractions within your vehicle, including loud music.
- Yield the right of way to pedestrians. It isn't just courteous, it's the law.  
Parents can help by reminding their children about staying safe on the roads.

#### **Tips for Parents:**

- Focus on the basics. Teach your children to make eye contact with the driver before they cross, even if the walk signal is on.
- Remind them to walk, do not run across the road.



- To stop, look and listen before crossing the street.
- Teach your children to cross at intersections that have a marked crosswalk or a pedestrian crossing light.
- Teach children to watch out for cars that are backing up.
- When walking with your child, avoid unnecessary shortcuts like walking through a parking lot. Drivers may not see children between parked cars and the children may not see the cars moving.
- Remind children not to play in or around vehicles.

### *C. 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)
<b>Short Term (0 – 6 months)</b>				
1.		<u>New Speed Bumps</u>	<u>Re-Opened November 2018</u>	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 8900 block of Abbott Avenue</li> <li>• 9100 block of Abbott Avenue</li> <li>• 9300 block of Abbott Avenue</li> <li>• 9500 block of Byron Avenue (second speed bump)</li> </ul> <p>November/December 2018: new speed bump location in the 9400 block of Abbott Avenue being evaluated.</p> <p>The location of the speed bump was determined and installation scheduled for February 2019.</p>

				<p>During February 2019, new speed bumps were installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 9300 block of Abbott Avenue</li> <li>• 9400 block of Abbott Avenue</li> <li>• 9500 block of Carlyle Avenue</li> </ul> <p>New speed bumps implementation is being evaluated for the 8800 block of Carlyle Avenue.</p> <p><b><u>In May 2019, a speed bump was installed in the 8800 block of Carlyle Avenue.</u></b></p>
2.		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 &amp; Harding Avenue will be moved back.</p> <p>On August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88<sup>th</sup>, 93<sup>rd</sup> and 94<sup>th</sup> Streets.</p> <p>On November 3, 2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88<sup>th</sup>, 93<sup>rd</sup>, 94<sup>th</sup> and 95<sup>th</sup> Streets. Total cost not to exceed \$14,200.62.</p> <p>On January 29, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 10:30 a.m. The Assistant Town</p>

				<p>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 12<sup>th</sup>, 2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p> <p>CGA has collected traffic counts and completed intersection analysis at the Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street intersections. Next step is to complete new traffic counts and intersection analysis once the traffic loops at all four intersections have been installed. This traffic analysis will be summarized in a memorandum.</p> <p>Public Works Department and CGA held a pre-con meeting. Contractor applied for County permit. A Notice to Proceed (NTP) will be given when contractor has permit. 30 to 45 days for completion after start.</p>
--	--	--	--	--



				<p>On 8-8-2018, the awarded contractor, Under Power Corporation, submitted the following permit applications to Miami Dade County:</p> <p>Permit No. 2018006371 – Harding Av &amp; 88 St</p> <p>Permit No. 2018006374- Harding Ave &amp; 93 St</p> <p>Permit No. 2018006373 – Harding Ave &amp; 94 St</p> <p>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had asked for one of the pedestrian signal phases to be modified.</p> <p>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA.</p> <p>On 8-23-2018, the revised plans were submitted to the County for permitting by the contractor. It seems that the County has a 12-day turn-around for these permits. Bob McSweeney has been keeping track of the County's review time and the contractor has kept CGA informed every step of this process.</p> <p>For Harding Avenue and 95<sup>th</sup> Street, CGA received an email from David Hayes (Miami-Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88<sup>th</sup> Street, 93<sup>rd</sup> Street, and 94<sup>th</sup> Street. Revised plans for Harding Avenue and 95<sup>th</sup> Street will be submitted to Miami-Dade County on 8-27-2018.</p> <p>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-18, and the new project manager is Eddie Macias e.macias@underpowercorp.com.</p> <p>GCA contacted FDOT Operations concerning the Construction Agreement renewal and loop material revision, and were referred to the FDOT Permits Department. GCA have a call/message into them, and will advise as to any potential delay once we have more information.</p>
--	--	--	--	--

				<p>On 11-27-18 a meeting was conducted with Town Administration, Public Works, Police Department, and CGA regarding the Loop Detector Installation. It was determined that the project can commence on 12-10-2018 and the work hours will be 8:00 AM – 6:00 PM, Monday-Friday. The Police Department will provide personnel to assist with lane closures. The contractor, Under Power Corp., was contacted and advised to provide a construction schedule, work plan narrative, and MOTs regarding the program prior to commencing work.</p> <p>Loop Detector installation work began the week of 12-17-2018 and FDOT advised that the contractor has a 90-day window to complete the work. Traffic advisories were emailed to residents and posted on the Town website regarding the construction work and anticipated lane closures on Harding Avenue. FDOT halted the installation to obtain additional permits. They were not able to perform directional drilling at the intersections. FDOT and the Town have a scheduled meeting on Thursday 01-31-2019 to discuss the new project timeline.</p> <p>As of February 2019, due to unforeseen field conditions encountered by Contractor, loop detection project construction drawings are being revised. The revised drawings will be submitted to FDOT for re-permitting since the changes require trenching of roadway. Engineer of Record is currently working on construction drawings for re-submittal.</p> <p>According to the Town Public Works Department we are awaiting a cost on the Change Order.</p> <p>In April 2019, Public Works advised that an RFP will have to be re-issued as the contractor has withdrawn from the project.</p>
3.		Install a crosswalk at 90 <sup>th</sup> Street & Harding Avenue (north side) and 89 <sup>th</sup> Street & Harding Avenue (north side)	Open	<p>FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection.</p> <p>The 200 block of 90<sup>th</sup> Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the</p>

				<p>hazard of vehicles traveling west across Harding Avenue at 90<sup>th</sup> Street where a curve hindered line of sight for drivers.</p> <p>No Turn on Red signage has been installed at 90<sup>th</sup> Street &amp; Collins Avenue for vehicles traveling eastbound in the 200 block of 90<sup>th</sup> Street.</p> <p>Crosswalk markings (Thermoplastic) installation will be performed in February 2019.</p> <p>Crosswalk markings (Thermoplastic) installation was delayed until March 2019 to allow the new pavement to properly cure.</p> <p>Crosswalk markings (Thermoplastic) installation was completed at the 89<sup>th</sup> Street &amp; Harding Avenue (north side) location in March 2019. The Crosswalk markings (Thermoplastic) installation at 90<sup>th</sup> Street &amp; Harding Avenue (north side) is still pending with no definitive date set.</p>
4.		Collins Ave and Harding Ave. Request for additional speed limit signs & pavement markings within Town of Surfside. FDOT CTP 2018-03-0031	Open	<p>Per Arturo Patulot, Traffic Operations D6, Florida Department of Transportation (FDOT) 305-470-5303, <a href="mailto:arthuro.patulot@dot.state.fl.us">arthuro.patulot@dot.state.fl.us</a>:</p> <p>FDOT Traffic Operations office conducted a field review along the subject roadway segment from 88<sup>th</sup> to 96<sup>th</sup> streets both NB and SB directions and has decided to install five (5) additional posted speed limit signs 30 MPH and three (3) sets of pavement markings 30 MPH for better exposure and driver's compliance at the following locations:</p> <p><i>Collins Avenue facing Northbound traffic</i>  Two (2) additional 30 MPH speed limit signs (Right &amp; Left of roadway) and 30 MPH pavement markings north of 90<sup>th</sup> Street  One (1) additional 30 MPH speed limit sign (Right of roadway) north of 92<sup>nd</sup> Street  Two (2) additional 30 MPH speed limit signs (Right &amp; Left of roadway) north of 94<sup>th</sup> Street</p> <p><i>Harding Avenue facing Southbound traffic</i>  30 MPH pavement markings for the three lanes across from existing speed limit sign south of 96<sup>th</sup> Street</p>

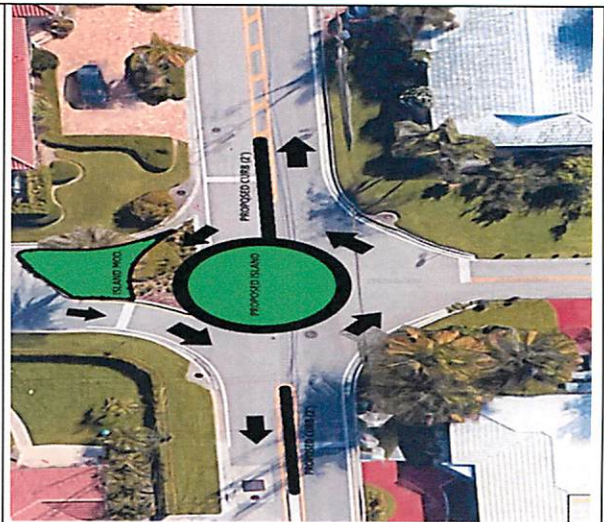
				<p>30 MPH pavement markings for the three lanes across from existing speed limit signs south of 92<sup>nd</sup> Street</p> <p>The proposed improvements will be completed by FDOT maintenance when workload and schedule permit. No anticipated completion dates were provided.</p> <p>FDOT was notified by email for an update on the status and Public Works is awaiting their response.</p> <p>Town Public Works advised that FDOT confirmed that a work order has been completed and pending a start date for the work.</p>
5.		Evaluate Sidewalk Options	Open	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
6.		<p>95<sup>th</sup> Street &amp; Harding Avenue (westbound), left Turn lane added.</p> <p>300 block of 95<sup>th</sup> Street (eastbound), right turn lane added.</p>	Closed	<p>On 04-27-2017, the traffic lanes in the 200 block of 95th Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street &amp; Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p>



				
7.		New Stop Signs at all intersections west of Harding Avenue	Closed	<p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> <li>• 89<sup>th</sup> Street &amp; Byron Avenue (east-west)</li> <li>• 90<sup>th</sup> Street &amp; Abbott Avenue (east-west)</li> <li>• 90<sup>th</sup> Street &amp; Carlyle Avenue (east-west)</li> <li>• 92<sup>nd</sup> Street &amp; Abbott Avenue (east-west)</li> <li>• 92<sup>nd</sup> Street &amp; Carlyle Avenue (east-west)</li> </ul> <p>In September 2018, Public Works relocated the stop sign and stop bar at Carlyle Avenue and 90<sup>th</sup> Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an enhanced traffic sight cone at the intersection.</p> 
8.		New Stop Bar Reflectors	Closed	<p>New Stop Bar Reflectors Installed</p> <p>In September 2018, Public Works conducted an inspection of the Stop Bar Reflectors and determined which reflectors were non-operational. The vendor will be replacing the non-operational reflectors under warranty.</p>



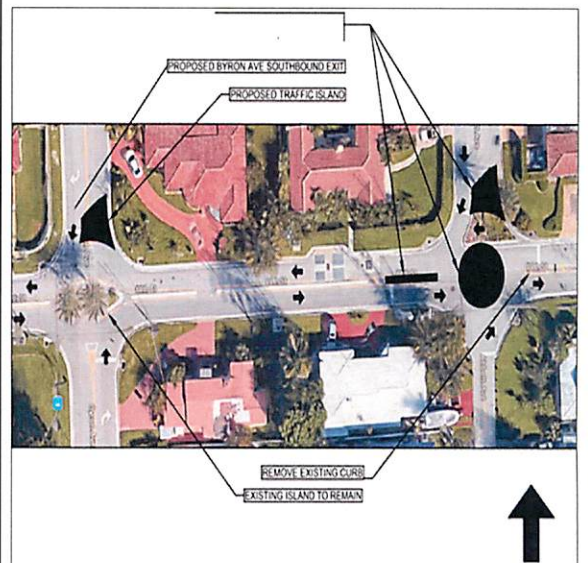
				<p>Public Works ordered 24 new reflectors that will be installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 90<sup>th</sup> Street and Froude (all directions)</li> <li>• 90<sup>th</sup> Street and Byron (all directions)</li> <li>• 90<sup>th</sup> Street and Abbott Avenue (East and West directions)</li> <li>• Yellow reflectors will be installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers.</li> </ul> <p>During November 2018 all non-operational Stop Bar Reflectors were replaced and are now functional. Additionally, new Stop Bar Reflectors were installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 90<sup>th</sup> Street and Froude (all directions)</li> <li>• 90<sup>th</sup> Street and Byron (all directions)</li> <li>• 90<sup>th</sup> Street and Abbott Avenue (East and West directions)</li> <li>• Reflectors will be installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers.</li> </ul>
9.		<p>Revisit Street Closure</p> <ul style="list-style-type: none"> <li>○ 94<sup>th</sup> Street / Abbott Avenue</li> </ul>	Closed	Town Commission approved a motion against revisiting this item.
10.		<p>New Street Closure Byron Avenue (northbound) at 88<sup>th</sup> Street</p>	Closed	<p>Requires study, Miami-Dade County and Miami Beach approval.</p> <p>On 11-29-17, Town Manager, Chief Allen and Public Works Director attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88<sup>th</sup> Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88<sup>th</sup> Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.</p> <p>The following traffic modification Project has been developed to improve the traffic flow at 88<sup>th</sup> Street and Abbott Avenue.</p>




Public Works completed the installation of the pictured vehicular traffic pattern at 88<sup>th</sup> Street & Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.

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.

At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88<sup>th</sup> Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88<sup>th</sup> Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88<sup>th</sup> Street will prevent vehicles from traveling north on those avenues from 88<sup>th</sup> Street.



				Public Works has begun work on the new traffic mitigation design on 88 <sup>th</sup> Street & Abbott Avenue. The project is estimated to be completed by mid-July.  Project completed.
11.		Install a centerline curb on 95 <sup>th</sup> Street between Abbott and Byron Avenues	Closed	Public Works installed delineators to deter trucks from traveling west on 95 <sup>th</sup> Street.
12.		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.
13.		Create Vehicular Circulation Plans for New Construction Projects Minimize lane closures	Closed	MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's to the three jurisdictions was agreed upon. The early notice system has shown an improvement.
14.		Install traffic light at 96 <sup>th</sup> Street & Abbott Avenue  Eliminate left hand turn at 96 <sup>th</sup> 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 <sup>th</sup> Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins.  FDOT will not eliminate the left turn at 96 Street & Byron Avenue.
15.		Send demand letters to mapping companies  ○ Waze – Free Community-based GPS, Maps & Traffic Navigation App	Closed	The Town became a Participating Member of the Connected Citizens Program. This is the Town's effort to address in real-time reported accidents and improve navigation throughout the Town.
16.		On-Street Parking Reconfiguration -	Closed	On Monday 10-08-18, Public Works advised that the 200 block of 90 <sup>th</sup> Street On-Street

		200 block of 90 <sup>th</sup> Street		<p>Parking Reconfiguration would begin in October 2018, with Police/Parking Officers blocking off the street to complete the stripping. Stripping Reconfiguration diagram below.</p>  <p>On Monday 10-29-18, the striping and reconfiguration was completed.</p>
<b>Intermediate Term (7-18 months)</b>				
1.		Design 91 <sup>st</sup> Street Improvements <ul style="list-style-type: none"> <li>o Sidewalk, landscaping and buried utilities</li> </ul>	Open	Awaiting the study of walkability by FIU.
2.		Create One-Way Streets 88 <sup>th</sup> , 89 <sup>th</sup> , 90 <sup>th</sup> and 91 <sup>st</sup> Street between Collins & Harding Avenues	Closed	<p>A Town meeting was held July 18<sup>th</sup>, 2017, to present a new traffic pattern plan making 89<sup>th</sup> Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90<sup>th</sup> Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p> <p>The Town Commission approved to conduct a test of a new streetscape design on 89<sup>th</sup> and 90<sup>th</sup> Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89<sup>th</sup> Street traffic moving from east to west and 90<sup>th</sup> Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green/parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p>

				<p>The new streetscape testing was initiated December 14, 2017. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</p> <p>At the February 13<sup>th</sup>, 2018 Town Commission Meeting the Town Administration was granted time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA compliance in the pedestrian lanes and to acquire more data on traffic counts.</p> <p>A One-Way Streets Town Hall Meeting was held on March 28<sup>th</sup>, 2018. Notifications for the March 28<sup>th</sup> One-Way Streets Town Hall Meeting have been distributed via the following channels:</p> <ul style="list-style-type: none"> <li>• Publicly Noticed Meetings and Agenda Packets (Town Commission &amp; Planning &amp; Zoning)</li> <li>• Letter mailed to residences on 89<sup>th</sup> and 90<sup>th</sup> streets for first meeting held in July (similar to planning &amp; zoning notices)</li> <li>• Door hangers to residences on 89<sup>th</sup> and 90<sup>th</sup> streets</li> <li>• Posted notice at Publix and Starbucks</li> <li>• Multiple e-blasts</li> <li>• Website notices on the calendar and town news</li> <li>• Included in multiple gazette newsletters</li> <li>• Channel 93</li> <li>• Nextdoor postings on the Town's page</li> <li>• Delivery of meeting notices to residences on 89<sup>th</sup> and 90<sup>th</sup> streets for second meeting held in March</li> <li>• Surveys on Nextdoor and SurveyMonkey</li> </ul> <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p>At the April 10<sup>th</sup>, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89<sup>th</sup> Street and 90<sup>th</sup> Street.</p>
--	--	--	--	--



				On April 16 <sup>th</sup> , 2018, Public Works returned the traffic pattern on 89 <sup>th</sup> Street and 90 <sup>th</sup> Street to two-way traffic west of Harding Avenue.
3.		Road closure of 95 <sup>th</sup> Street and Abbott Avenue	Closed	<p>On November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95th Street. The project includes Traffic Analysis and Modeling of the road closure at 95th Street and Abbott Avenue. Total cost will not exceed \$20,149.58.</p> <p>On January 29, 2018, the Town Manager held a meeting with CGA Traffic Engineer Eric Czerniejewski, Asst. Town Manager Duncan Tavares, Public Works Director Randy Stokes and Captain Yero to review and discuss the Feasibility Study results.</p> <p>This item has been deferred due to the impact of closing the 95th Street would generate.</p>
<b>Long Term (19+ months)</b>				
1.		Gate the area west of Harding Avenue and create a special taxing district.	Open	This item is provided here as a place holder.


#	PARKING / TAXIS	STATUS	UPDATE
1.	Variable Parking Rate for On-Street Parking Spaces in the Business District (9400 and 9500 blocks of Harding Avenue)	Open	<p>At the 03-12-19, Town Commission meeting the Town Commission approved the following changes to a staff recommendation to initiate a Variable Parking Rate for On-Street Parking Spaces in the Business District (9400 and 9500 blocks of Harding Avenue). The Variable Parking Rate will be as follows: Weekdays (Mon-Fri) only between 10:00 AM – 4:00 PM will be \$4.00/hour with a 2-hour limit (after the expiration of 2 hours the parking space is not renewable between the hours of 10:00 AM – 4:00 PM and the vehicle will not be permitted to park in an On-Street parking space in the Business District until after 4:00PM). The Town Commission requested a review be conducted regarding the effects of the On-Street Variable-Rate in the Business District, and the review be submitted two months after the rate change implementation date. The resolution will be voted on at the Town Commission Meeting on 04-09-19.</p> <p>The resolution was approved by the Town Commission and on Monday 04-15-2019, the Variable Parking Rate was implemented</p>

			without issue for the Parking Pay Stations and Pay-By-Phone Systems. A two-month evaluation of the program will be submitted in June 2019.
2.	<p>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.</p> <p>The total number of single parking spaces added is now 12.</p>	<b><u>Closed</u></b>	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> <li>• 100 block of 88<sup>th</sup> Street (4 spaces) effective 06-01-2017</li> <li>• 100 block of 90<sup>th</sup> Street (4 spaces) effective upon completion of on-going construction project</li> <li>• 100 block of 92<sup>nd</sup> Street (4 spaces) effective 06-01-2017</li> <li>• 100 block of 96<sup>th</sup> Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone.</li> </ul> <p>The additional loading zones are located at the following locations:</p> <ul style="list-style-type: none"> <li>• 100 block of 89<sup>th</sup> Street - effective 06-01-2017</li> <li>• 100 block of 94<sup>th</sup> Street - effective 06-01-2017</li> </ul> <p>An additional loading zone was added at the following location effective Monday 04-22-2019:</p> <ul style="list-style-type: none"> <li>• 300 block of 95 Street on the north-west corner encompassing three parking spaces. The loading zone is effective between 6:00AM – 10:00AM only.</li> </ul>
3.	Taxi Cab Stands added and changed	Closed	<ul style="list-style-type: none"> <li>• The Taxi Cab Stand at 94<sup>th</sup> Street &amp; Collins Avenue was reduced from (4) vehicles to (2) vehicles.</li> <li>• 94<sup>th</sup> Street &amp; Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added.</li> <li>• In the 200 block of 92<sup>nd</sup> Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand.</li> </ul>



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

		<p>The Surfside Police Department recommends that a 90 day "Town of Surfside Ride Share Pick-Up &amp; Drop-Off Trial Program" be conducted in the 300 block of 95th Street on the south-side of the road way encompassing three parking spaces closest to Abbott Avenue. See below picture (Red Box Area).</p>  <p>Budget Impact: There will be a reduction in the Town Parking revenue stream due to three (3) less parking spaces being available for paid parking. There will be incurred costs for procuring signage and possible repainting of the parking spaces.</p> <p>On 07-20-18 the signs for the Ride Share location were ordered and the expected delivery date is in early August 2018. On 07-26-2018, Captain Bambis and Parking Manager Joseph met with Mr. Javier Correoso (Public Affairs Manager) from Uber ride share regarding the new Pick-up and Drop-off site proposed for the 300 block of 95<sup>th</sup> Street in Surfside. Mr. Correoso was enthusiastic about the trial program that was discussed with him and he is willing to participate and utilize the location in the Uber application for the Pick-up location. He will be contacted days before going live with the location so that he could initiate the information in the Uber application. Mr. Correoso also provided information for his counterpart at Lyft ride share so we could contact them to have the same information on their Lyft application.</p> <p>Effective 08-13-2018, the Ride Share Pick-Up and Drop-Off location in the 300 block of 95<sup>th</sup> Street was completed:</p>
--	--	---

			<ul style="list-style-type: none"> <li>• All signs installed (2 signs)</li> <li>• Curb line was painted yellow</li> <li>• Vehicle space lines were painted yellow</li> <li>• UBER Ride Share Company has agreed to add the location to their application</li> </ul>  <p>The Ride Share Pick-up &amp; Drop Off Trial Program concluded on 11-11-18. A Staff Memorandum regarding the program was prepared and submitted by the Police Department which stated that overall impact of the Ride Share Pick-Up &amp; Drop-Off Program has been positive and led to efficiencies of the traffic flow in and around the business district of Surfside. The Police Department recommended that the Ride Share Pick-Up &amp; Drop-Off Program continue as a full-time initiative.</p> <p>The Ride Share Pick-up &amp; Drop-off Program became a permanent on-going program effective November 2018.</p>
6.	Parking Rate Increase for Off-Street Parking (Municipal Parking Lots)	Closed	<p>Town of Surfside Resolution No. 18-2517 was adopted by the Town Commission on 07-10-2018 stipulating a parking rate fee increase from \$1.50 per hour to \$1.75 per hour for all Off-Street (Municipal Parking Lot) spaces.</p> <ul style="list-style-type: none"> <li>• New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018.</li> <li>• Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations.</li> </ul>

			<ul style="list-style-type: none"> <li>• Effective 07-25-18 at 12:00 pm the \$1.75 Parking rate commenced. Both the Pay Station System and Pay-By-Phone System were updated with the new parking rate for off-street parking.</li> <li>• Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018.</li> <li>• Email notification of the parking rate change was sent out on 07-25-2018.</li> <li>• Notification of the parking rate change was posted on the Town website on 07-25-2018.</li> <li>• On 07-25-2018, the Town website "Parking" section was reviewed and the areas requiring the new rate change were updated by CGA (Adrian).</li> </ul> <p>New Parking rate decals were received and they were affixed to the Parking Pay Stations in the Municipal Parking Lots on 08-22-2018.</p>
7.	Replacement of No Parking Signs and additional No Parking Signs 9400 block of Abbott Avenue	Closed	<p>Based on Police Department observations the replacement of No Parking Signs that are in poor condition, and additional No Parking Signs will be installed in the 9400 block of Abbott Avenue. Public Works is working in conjunction with the Parking Department to complete this project.</p> <p>The signs were received and installed the week of February 25<sup>th</sup>, 2019.</p>

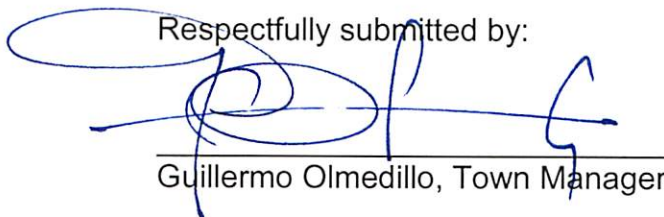
#### ***D. Police Events:***

- The Police Department conducted a Hurricane Preparedness and Emergency Operations Center Community Information Meeting on June 4<sup>th</sup> at 6:00 p.m. in the Commission Chambers.
- The Police Teen Summer Program in conjunction with the Parks and Recreation Teen Camp begins on June 13<sup>th</sup> and concludes on August 1<sup>st</sup> with a graduation for the teenagers. The presentations will include Law, K-9, Crime Scene Investigation, Undercover Operations, U.S. Customs and Borders Marine Interdiction and visits to the Coast Guard Air Base and Fire Rescue Department Station 25 in Opa Locka and

North Miami Beach Police Department for a presentation on the MRAP, SWAT Truck and the role of motorcycle officers.

- The Surfside Police Department will host a community blood drive on June 19<sup>th</sup> from 10:30 a.m. – 4:00 p.m. in the Town Hall Municipal parking lot.
- The Surfside Police Department will host a Mobile Department of Motor Vehicles event for residents to apply for and renew their driver's licenses on June 20<sup>th</sup> from 10:00 a.m. to 2:00 p.m. in the Commission Chambers.
- The monthly Bike with the Chief is June 26, 2019, at Town Hall at 5:00 p.m.
- Coffee with the Cops is June 27, 2019, at Starbucks at 10:00 a.m.

Respectfully submitted by:

A handwritten signature in blue ink, appearing to be 'Guillermo Olmedillo', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

Guillermo Olmedillo, Town Manager





# Town of Surfside, FL

**Between Jan 01, 2014 and May 29, 2019**

1030 requests were opened

1007 requests were closed

The average time to close was 26.8 days.

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	227	225	24.6
Beach Issue	176	164	23.6
Code Compliance (Violation)	139	139	29.8
Parking Issue	91	91	3.6
Police (Safety Concern)	76	76	8.3
Code Compliance (Safety Concern)	78	78	35.9
Street lights (PW)	48	46	149.8
Utilities (Water/Sewer) (PW)	32	31	11.7
Construction Issues	34	33	10.9
Drainage/Flooding (PW)	27	23	20.7
Solid Waste (Residential) (PW)	21	21	26.5
Dog Stations (P & R)	15	15	4.7
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)	9	8	11.8
Solid Waste (Commercial) (PW)	6	6	8.4
Hawthorne Tot-Lot (P & R)	6	6	39.2
Pothole (PW)	5	5	31.7
Beach Patrol	4	4	3.8
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 May 01, 2019 and May 29, 2019

9 requests were opened

14 requests were closed

The average time to close was 25.9 days.

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Beach Issue	6	3	1.1
Other	1	3	22.4
Parking Issue	1	1	3.1
Police (Safety Concern)	1	1	1.2
Code Compliance (Safety Concern)	0	2	21.0
Code Compliance (Violation)	0	1	2.0
Community Center (P & R)	0	1	93.8
Drainage/Flooding (PW)	0	0	0.0
Street lights (PW)	0	1	125.5
Utilities (Water/Sewer) (PW)	0	1	24.9
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0





## **MEMORANDUM**

**To:** Guillermo Olmedillo, Town Manager

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

**Date:** May 23, 2019

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

---

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

Over the month, Nextdoor posts included reminders of key community events and meetings such as Paddletopia, the Hazardous Waste Drop-Off, the Memorial Day Ceremony, the Israel International Innovation Expo and the Regular Town Commission Meeting. May also marks the beginning of sea turtle nesting season in South Florida and content also included information pertaining to the subject, linking back to the Town website with resources on how to protect sea turtles as well as specific Code Compliance ordinances in the Town of Surfside. Also this month, the PIR promoted the Tarp Giveaway by the Police Department (for hurricane preparedness), and posted specific traffic alerts and road safety tips for the summer. Furthermore, residents received notifications of important updates through the Town website, e-blasts, Channel 93 and the Gazette.

In the month of May, the Town's Public Information Representative published 30 posts on Nextdoor. There are currently a total of 1,093 verified Surfside residents in the Nextdoor community. Also noted during the month of May was an increase in the amount of "thanks" (equivalent to "likes" on social media) from residents on specific posts.

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

**Save the Dates: June 2019 in Surfside**

As the month of May wraps up, a new lineup of community events and meetings arrives with June. Click the flyer below or visit the following link to find out what's happening in Town: (*link to June flyer*)

The June Town Gazette is also available now. Read the digital version here: (*link*)

For further news, videos of Town Hall meetings and exciting segments, make sure to also tune in to Surfside's TV Channel 93 via AT&T Broadband and U-verse On Demand or stream it live at: <https://www.townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-93> Always remember that the Town website is also a great resource for information. Visit [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov).

**Memorial Day Ceremony on Monday 5/27; Town Hall closed for Memorial Day**

As you head into the long holiday weekend, this is a friendly reminder to be safe and enjoy. Additionally, be sure to join the Town of Surfside for the annual Memorial Day Ceremony at 10 am on Monday, May 27 in the Veterans Park.

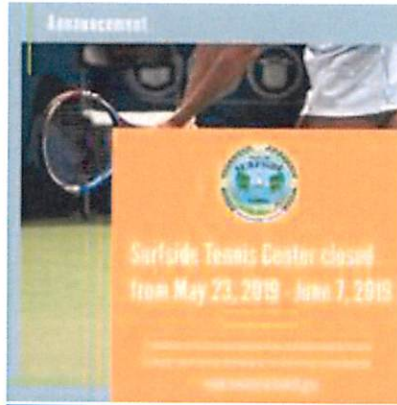
For further details, please reach out to the Surfside Parks and Recreation Department at 305.866.3635 or refer to the official event flyer: [https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/05-27-19-memorial-day-event.pdf?sfvrsn=55f35d94\\_4](https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/05-27-19-memorial-day-event.pdf?sfvrsn=55f35d94_4)

Please note that Town Hall will also be closed on Monday, May 27, in observance of Memorial Day.

**Channel 93 will be undergoing audio and video upgrades from 05/28 - 05/31**

For the convenience of viewers, Surfside's Channel 93 will be undergoing an audio and video upgrade. Please expect service to be down from Tuesday, May 28, 2019 to Friday, May 31, 2019. We apologize for any inconvenience.

**Reminder: The Surfside Tennis Center will be closed from May 23, 2019 to June 7, 2019**



Please be reminded that the Surfside Tennis Center, located at 8750 Collins Avenue, will be closed for repairs starting today, Thursday, May 23, 2019 until Friday, June 7, 2019.

We apologize for the inconvenience and look forward to having the Tennis Center open once again for the benefit of Surfside residents.

For more information, please call the Surfside Parks and Recreation Department at 305.866.3635, or visit the Town website at [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov).

**Surf n' Sides concession stand at the Community Center temporarily closed until 06/01/2019**

Surf n' Sides, the concession stand at the Surfside Community Center, is currently closed due to a reorganization. Tentatively, Surf n' Sides will reopen on Saturday, June 1, 2019 with a limited menu for the enjoyment of Surfside residents.

Pardon the inconvenience.

**Summer vacation and road safety**

Are your kids counting down the days until summer vacation? The last day of the 2018/2019 Miami-Dade County Public Schools year is June 6th and while summertime is exciting, we ask residents to put safety first.

The Surfside Police Department would like to emphasize the importance of road safety always, but especially when kids out of school. Please refer to the following resources provided by the Florida Department of Transportation's (FDOT) Drive Safe Campaign:

<https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/03/27/fdot-drive-safe-campaign-aggressive-driving>



**Today is the last day to sign up for the Tarp Giveaway. Be hurricane ready!**

Today, Monday, May 20, 2019, is the deadline to sign up for the Surfside Police Department's tarp giveaway. Make sure to fill out the form with your information here:

<https://townofsurfsidefl.gov/departments-services/police/tarp-giveaway>

The tarps will be available on a first-come, first-served basis.

For residents who register by today, tarps will be available for pick-up at the Surfside Police Department in Town Hall on:

- Wednesday, May 29, 2019 from 5:00 pm to 7:00 pm
- Sunday, June 2, 2019 from 10:00 am to 12:00 pm

Please note, there is a limited supply, and only one tarp will be allotted per household. The tarp giveaway is made possible by the Surfside Police Department and the Florida Division of Emergency Management (FDEM).

**Surfside Police Department investigating auto burglaries. Remember to lock your car doors!**

The Surfside Police Department is investigating six vehicle burglaries that occurred in the residential neighborhood between May 17th, 2019, and May 18th, 2019. All the vehicles were left unlocked. Subjects took three designer sunglasses, tools, U.S. Currency, and gift cards.

- Remember to lock your vehicles.
- DO NOT leave a vehicle key inside your vehicle, even if it is locked.
- DO NOT leave items of value in your vehicle, or in plain sight.
- Immediately report any suspicious persons or vehicles in your neighborhood, including solicitors knocking on doors.
- If you leave on vacation, call the police department to place your house on a watch order and we will check your property daily.
- The Police Department offers free residential security assessments and encourages residents to take advantage of this service.

Please remember to report any suspicious activity to the Surfside Police Department at 305.861.4862.

**Reminder: Paddletopia is this weekend on Saturday, 5/18 and Sunday, 5/19**



The 2nd annual Paddletopia festival is heading to the 96th Street Park this weekend on Saturday, May 18 and Sunday, May 19.

At this two-day groovy affair, enjoy free paddleboard and kayak rentals for trips around the intercoastal. The fun is not limited just to paddleboarding, however, as there will also be a health and wellness expo, yoga classes, a braid bar, an eco-fashion showcase, a book swap, free samples and for-purchase food options, and more. When you bring a recyclable, you can also participate in a very special Surfside photo opp.

Paddletopia is sponsored by the Surfside Tourist Bureau. To reserve your spot, and to reserve your paddleboard or kayak, please visit: [www.visitsurfsidefl.com/events/paddletopia/](http://www.visitsurfsidefl.com/events/paddletopia/)

**5/18 UPDATE: All lanes on Collins Avenue in Bal Harbour now open**

As of 5/18, please note roadwork is complete and all lanes on Collins Avenue heading northbound in Bal Harbour are now open.

Here was the original message:

The Town of Surfside wants to advise you that Bal Harbour will have a periodic single lane closure at the 9600 to 9700 block of Collins Avenue, which could potentially affect traffic in Surfside.

The single lane closure will be in the eastern most lane of northbound Collins Avenue for work being completed by AT&T.

The lane closure will occur on Friday, May 17, 2019 thru Sunday, May 19, 2019.

Traffic delays are likely to occur so please plan your commute routes accordingly and drive safely.

Florida Highway Patrol Troopers are on scene to assist with traffic flow.

View the original flyer: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert---bal-harbour-single-lane-closure---may-17-2019.pdf?sfvrsn=6d4c2194\\_2](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert---bal-harbour-single-lane-closure---may-17-2019.pdf?sfvrsn=6d4c2194_2)

**Reminder: Tarp Giveaway currently underway - sign up today! (Deadline: 5/20/19)**

Surfside residents, please be reminded that the Surfside Police Department, in coordination with the Florida Division of Emergency Management (FDEM), is conducting a tarp giveaway. As hurricane season approaches on June 1, the Surfside Police Department is hosting the tarp giveaway on a first-come, first-served basis to help residents protect their home against any damages brought on by a storm.

To participate, please fill out the following form with your information:  
<https://townofsurfsidefl.gov/departments-services/police/tarp-giveaway>

The deadline to complete the form is Monday, May 20, 2019.

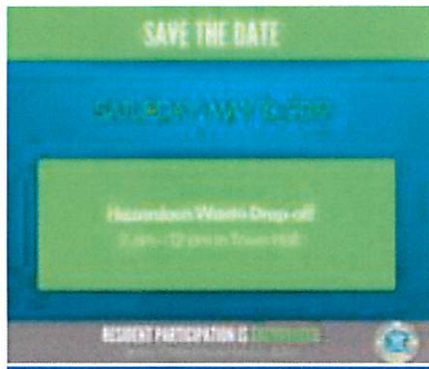
For residents who register, tarps will be available for pick-up at the Surfside Police Department in Town Hall on:

- Wednesday, May 29, 2019 from 5:00 pm to 7:00 pm
- Sunday, June 2, 2019 from 10:00 am to 12:00 pm

Please note, there is a limited supply, and only one tarp will be allotted per household.



### **Hazardous Waste Drop-off is Saturday 5/18**



Surfside residents, please be reminded that the Hazardous Waste Drop-off event will take place, rain or shine, this Saturday, May 18, 2019 from 9 am to 12 pm in Town Hall.

Hazardous materials will be received on this day only.

Please refer to the following guidelines:

- All materials must be sealed tightly and properly to avoid spills.
- All material that is loose (i.e. batteries) must be bagged.
- All bio-hazardous waste/medical waste (sharps) must be secured and shall be placed into the sharps container by the resident disposing it.

For more information, please contact the Public Works Department at 305.861.4863 or refer to page 4 of the May Town Gazette: <https://www.townofsurfsidefl.gov/news-and-events/news-detail/2017/11/30/gazette>

### **Accepting applications for the Higher Education Scholarship until 8/2**

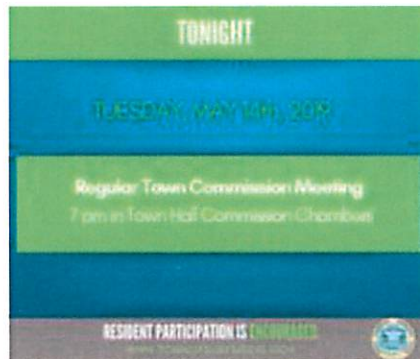
Applications for the Town of Surfside Higher Education Scholarship are currently being accepted until Friday, August 2, 2019 by 5 pm.

In its commitment to promoting higher education, the Town of Surfside will award two \$1,000 scholarships to deserving Surfside graduating seniors interested in or intending to pursue a post-high school course of study upon evidence of registration in an accredited college/university or other post-secondary institution. The winning applicants will be selected by the Town of Surfside Scholarship Committee. Apply today!

View the flyer: [https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-flyer-2019.pdf?sfvrsn=47f65f94\\_6](https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-flyer-2019.pdf?sfvrsn=47f65f94_6)

View the application: [https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-information-application-2019.pdf?sfvrsn=13c85f94\\_4](https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-information-application-2019.pdf?sfvrsn=13c85f94_4)

**Tonight: Regular Town Commission Meeting at 7 pm**



Please be reminded that the Regular Town Commission Meeting will be taking place tonight, Tuesday, May 14 at 7 pm in the Town Hall Commission Chambers.

To review the agenda packet, please refer to: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-05-14-regular-town-commission-meeting-agenda-packet---supplemental.pdf?sfvrsn=ab632194\\_2](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-05-14-regular-town-commission-meeting-agenda-packet---supplemental.pdf?sfvrsn=ab632194_2)

Residents are encouraged to attend.

**Save the Date: Memorial Day Ceremony on Monday, 5/27**



Residents are invited to participate in a touching Memorial Day Ceremony on Monday, May 27, in honor of the brave men and women who sacrificed their lives in order to protect our country. The ceremony will also honor servicemen and women who are currently in the military, and veterans.

The ceremony is scheduled for 10 am at Surfside's Veterans Park, located at 8750 Collins Avenue. The event will feature a presentation of the colors, local scout groups, and special guests. Light refreshments will be available, and admission is free.

For further information or questions, please reach out to the Surfside Parks and Recreation Department at 305.866.3635.

View the original event flyer here: [https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/05-27-19-memorial-day-event.pdf?sfvrsn=55f35d94\\_4](https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/05-27-19-memorial-day-event.pdf?sfvrsn=55f35d94_4)



**Israel International Innovation Expo will take place tomorrow, Tuesday, 5/14 and Wednesday, 5/15**

A friendly reminder that the Israel International Innovation Expo, sponsored by the Surfside Tourist Bureau, will take place tomorrow, Tuesday, May 14, and Wednesday, May 15, at the Grand Beach Hotel Surfside. This two-day event allows innovators to partner and collaborate with government officials, companies, investors and international organizations from the U.S., Israel and Mexico. The Expo offers access to some of the largest markets, partners and potential investors and showcases the next generation of Israeli innovations and products. In addition to Expo Hall, there will be business panels, workshops, international networking, business consultants, and speakers, including our very own Mayor Daniel Dietch.

You can sign up for free to attend the event as a non-exhibitor. Space is limited. To sign up, please visit: [www.israelinnovationexpo.com](http://www.israelinnovationexpo.com). The Expo will run from 10 am to 4 pm on both days. For further information, contact the Surfside Tourist Bureau at 305.864.0722.

**Paddletopia returns to Surfside on 5/18 and 5/19**



Calling all expert and novice paddle boarders! The 2nd annual Paddletopia festival is heading to the 96th Street Park on Saturday, May 18 and Sunday, May 19.

At this two-day groovy affair, enjoy free paddleboard and kayak rentals for trips around the intercoastal. The fun is not limited just to paddleboarding, however, as there will also be a health and wellness expo, yoga classes, a braid bar, an eco-fashion showcase, a book swap, free samples and for-purchase food options, and more. When you bring a recyclable, you can also participate in a very special Surfside photo opp.

Paddletopia is sponsored by the Surfside Tourist Bureau. To reserve your spot, and to reserve your paddleboard or kayak, please visit: [www.visitsurfsidefl.com/events/paddletopia/](http://www.visitsurfsidefl.com/events/paddletopia/)

**Save the Date: Regular Commission Meeting on Tuesday, 5/14**



The Town of Surfside would like to remind residents that the monthly Regular Commission Meeting will be taking place next week on Tuesday, May 14 at 7 pm in the Town Hall Commission Chambers.

To find the agenda packet for this specific meeting, please refer to: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-05-14-regular-town-commission-meeting-agenda-packet---supplemental.pdf?sfvrsn=ab632194\\_2](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-05-14-regular-town-commission-meeting-agenda-packet---supplemental.pdf?sfvrsn=ab632194_2)

Residents are encouraged to attend.

### **The Surfside Tennis Center will be closed from May 23, 2019 to June 7, 2019**

Please be advised that the Surfside Tennis Center, located at 8750 Collins Avenue, will be closed for repairs from Thursday, May 23, 2019 to Friday, June 7, 2019.

We apologize for the inconvenience and look forward to having the Tennis Center open once again for the benefit of Surfside residents.

For more information, please call the Surfside Parks and Recreation Department at 305.866.3635, or visit the Town website at [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov).

### **Traffic Alert: 9400 Collins Avenue Single Lane Closure on 5/7 and 5/8**

The Town of Surfside wants you to be aware that the Florida Department of Transportation (FODT) has authorized a single lane closure along the 9400 block of Collins Avenue (SR A1A North) on the following dates and times:

- Tuesday, May 7, 2019, 7:30 pm to 5:00 am
- Wednesday, May 8, 2019, 7:30 pm to 5:00 am

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.

View the original flyer: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert-9400-collins-single-lane-closure.pdf?sfvrsn=47b72194\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert-9400-collins-single-lane-closure.pdf?sfvrsn=47b72194_4)

### **Hazardous Waste Drop-off on Saturday, 5/18**



Hurricane season officially begins on June 1st, but it is important to make preparations well ahead of time and to also form an evacuation plan. One example is disposing of hazardous waste materials. The Town of Surfside will host its next Hazardous Waste Drop-off event on Saturday, May 18 for residents to discard items such as antifreeze, propane tanks, household chemicals and batteries. For a full list of accepted items and prohibited items, please refer to page 4 of the May Gazette: <https://www.townofsurfsidefl.gov/news-and-events/news-detail/2017/11/30/gazette>

The event will take place at Town Hall from 9 am to 12 pm. If you have any specific questions, please reach out to the Public Works Department at 305.861.4863.

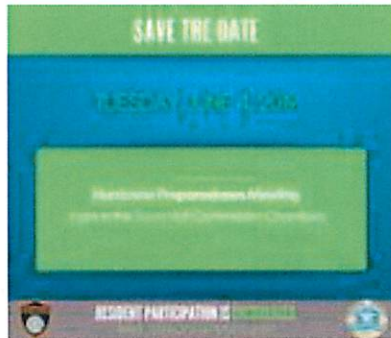
For further hurricane preparedness tips, please refer to the Surfside Hurricane Ready Flyer: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/hurricane-preparedness-flyer-\(4\)-\(1\)-\(1\).pdf?sfvrsn=20382094\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/hurricane-preparedness-flyer-(4)-(1)-(1).pdf?sfvrsn=20382094_4)

You may also refer to the Town website: <https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/05/01/be-hurricane-ready-june-1---november-30>



There will also be a Hurricane Preparedness Meeting hosted by the Surfside Police Department on Tuesday, June 4, 2019 in the Town Hall Commission Chambers.

**Are you hurricane ready? Join Surfside PD for a hurricane preparedness meeting on 6/4!**



Now is the time to update your hurricane kit and to develop a hurricane evacuation plan. For further tips, the Surfside Police Department will host its annual Hurricane Preparedness Meeting starting at 6 pm on Tuesday, June 4 in the Town Hall Commission Chambers. Be sure to save the date for this important community meeting, which is open to both Surfside residents and local businesses.

In addition to the meeting, the Surfside Police Department is hosting a tarp giveaway. There is only a limited supply so be sure to sign-up at: <https://townofsurfsidefl.gov/departments-services/police/tarp-giveaway>

For additional hurricane preparedness information, please refer to the Surfside Hurricane Ready flyer here: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/hurricane-preparedness-flyer-\(4\)-\(1\)-\(1\).pdf?sfvrsn=20382094\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/hurricane-preparedness-flyer-(4)-(1)-(1).pdf?sfvrsn=20382094_4)

For further information, please also visit the Town website: <https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/05/01/be-hurricane-ready-june-1---november-30>

**Traffic Alert Update**

Update: All lanes are now open at 96th Street & Collins Avenue.

Here was the previous notice:

Traffic on Collins Avenue is reduced to one lane northbound due to a serious traffic accident at 96th Street & Collins Avenue. A pole was struck in the Bal Harbour jurisdiction, needing immediate repair and causing the lane closures. Please expect heavy traffic as a result and drive carefully. Thank you.

**Tips and information on mosquito control and protection**

For South Floridians, summertime is an opportunity to unwind, but it also brings an influx of pesky mosquitoes. Please make sure to take extra precautions to protect your skin, as well as prevent the spread of mosquito-borne diseases.

For mosquito bite protection information, please refer to: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/public-works-documents/mosquito-protection-and-information/mosquitoprotection\\_florida.pdf?sfvrsn=d75e5394\\_0](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/public-works-documents/mosquito-protection-and-information/mosquitoprotection_florida.pdf?sfvrsn=d75e5394_0)

Further information on mosquito control and prevention can be found on the Town website:  
<https://www.townofsurfsidefl.gov/departments-services/public-works/mosquito-control-and-protection>

### **May street sweeper schedule**



For the month of May, street sweeping in Surfside will take place on Monday, May 6 and Monday, May 20. Please make sure to not block your curb on those days. Remind your neighbors, too!

If you have any questions, please call the Public Works Department at 305.861.4863.

### **Sign-up for Tarp Giveaway (Deadline: May 20, 2019)**

In coordination with The Florida Division of Emergency Management (FDEM), the Surfside Police Department recently obtained tarps for the assistance of residents in their hurricane preparation plans. The Surfside Police Department will host a tarp giveaway on a first-come, first-served basis.

To participate, please fill out the following form with your information:  
<https://townofsurfsidefl.gov/departments-services/police/tarp-giveaway>

The deadline to complete the form is May 20, 2019.

For residents who register in advance, tarps will be available for pick-up at the Surfside Police Department in Town Hall on Wednesday, May 29, 2019 from 5:00 pm to 7:00 pm and Sunday, June 2, 2019 from 10:00 am to noon. Please note, there is a limited supply, and only one tarp will be allotted per household.

As a reminder, the Surfside Police Department will also hold its annual Hurricane Preparedness meeting starting at 6 pm on Tuesday, June 4, 2019 in the Town Hall Commission Chambers. Residents are encouraged to attend this important community meeting, which is open to both Surfside residents and local businesses.

### **Register for the upcoming Israel International Innovation Expo on 5/14 and 5/15**



Are you into technology, government and business?



The Surfside Tourist Bureau is sponsoring the upcoming Israel International Innovation Expo from May 14 to May 15, 2019 at the Grand Beach Hotel Surfside. This unique event allows innovators to partner and collaborate with government officials, companies, investors and international organizations from the U.S., Israel and Mexico. The Expo offers access to some of the largest markets, partners and potential investors and showcases the next generation of Israeli innovations and products. In addition to Expo Hall, there will be business panels, workshops, international networking, business consultants, and speakers, including our very own Mayor Daniel Dietch.

There is a fee to register as an exhibitor, or you can also sign up for free to attend the event as a non-exhibitor. Space is limited, sign up today at [www.israelinnovationexpo.com](http://www.israelinnovationexpo.com).

The Expo will run from 10 am to 4 pm on both days. For further information, please contact the Surfside Tourist Bureau at 305.864.0722.

### **Enjoy a Movie Under the Stars this Saturday 5/4**



As we inch closer to summer, what could possibly be more representative of summer than catching a movie outdoors while in a pool? That's exactly what you'll get to do this Saturday, May 4th, during Movie Under the Stars at the Surfside Community Center.

This month's featured movie will be "Surf's Up," a tale of a teenage surfing penguin and his adventures during a surf competition. Showtime is at 8:15 pm and admission is free.

### **Sea turtle nesting season is from May 1 - October 31 in Surfside**



The month of May has arrived, and that means sea turtle nesting season is officially underway in the Town of Surfside and our region. Now through October 31, it is important to note that we will be sharing our South Florida beaches with these amazing creatures. While sea turtles are resilient, their environment is fragile and can be easily impacted by humankind. That's why the Town of Surfside has adopted specific measures in the Town Code for the protection of the sea turtles. Please refer to Town Ordinance No. 2018-1688 (Lighting Regulations for Marine Turtle

Protection) for exact restrictions, including a plastic straw ban, the prohibition of tiki torches on the beach and various lighting regulations for coastal properties:

[https://www.townofsursidefl.gov/docs/default-source/default-document-library/town-clerk-documents/town-ordinances/2018-town-ordinances/ordinance-no-2018-1688-lighting-regulations-for-marine-turtle-protection.pdf?sfvrsn=71575194\\_2](https://www.townofsursidefl.gov/docs/default-source/default-document-library/town-clerk-documents/town-ordinances/2018-town-ordinances/ordinance-no-2018-1688-lighting-regulations-for-marine-turtle-protection.pdf?sfvrsn=71575194_2)

To do your part to protect the sea turtles, please reference the following sea turtle flyer:

[https://www.townofsursidefl.gov/docs/default-source/default-document-library/sea-turtle-protection-in-surfside\\_flyer.pdf?sfvrsn=4e3e2094\\_2](https://www.townofsursidefl.gov/docs/default-source/default-document-library/sea-turtle-protection-in-surfside_flyer.pdf?sfvrsn=4e3e2094_2)

We will post fun facts about sea turtles during nesting season. To start things off, did you know there are three main species of sea turtles found in Surfside? They are the Loggerhead, the Green and the Leatherhead. Which ones have you seen while at the beach?

For questions regarding this event, please contact the Surfside Parks and Recreation Department at 305.866.3635.

DEVELOPMENT APPLICATION PROCESS (2009 - PRESENT)													
Application Date	Location	Project Description	Zoning Process			Density/Intensity		Variances		Building Permit		Construction Status	
			DRG	P&Z	TC	Allowed	Approved	Requested	Received	Application No.	Issuance		Status
12/29/2009	9700 Collins Ave	Surfside Hotel - Proposed surfside hotel consisting of 181 hotel units, 4 stores and adjacent 3 stories garage	1/12/2010, 2/12/2010	2/25/2010	5/10/2011	241 units	175 units	None	None	13-377	1/13/2014	Issued	Completed
1/6/2010	9580 Abbott Ave	Young Israel - Construction of Jewish orthodox temple containing 371 seats and a museum building height of 60 feet	1/26/2010, 2/12/2012	3/29/2012	4/10/2012	Regulated settlement to determine buildable area and setbacks		Approved through Settlement agreement not variances. Settlement determined setbacks.		13-119	5/5/2014	Issued	Completed
5/4/2011	9448 & 9418 Collins Ave	Grand Beach-341 room hotel	5/18/2011, 6/15/2011	7/26/2011	9/13/2011	341 units	341 units	None	None	13-144	5/5/2012	Issued	Completed
7/17/2012	9139, 9365 & 9346 Collins Ave	Chateau Ocean Residences - Demolition of existing 97-room hotel; construction of 90-unit residential condominium building and accessory amenities	8/12/2012, 9/11/2012	12/4/2012	1/24/2013	325 units	85 units (however approximately 58 were built)	None	None	14-132	9/24/2014	Issued	Completed
Original submittal: 7/13/2012 Site plan amendment: 4/16/16	9011 Collins Ave	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	7/13/2012, 8/23/2012, site plan amendment: 5/10/2013, 6/11/2013, 3/9/2015, 5/11/2017	9/27/2012, site plan amendment: 8/31/2017	Original site plan: 10/15/2012, site plan amendment: 10/10/2017	782 units	257 units	None	None	13-777	6/27/2014	Issued	Under Construction
7/26/2012	9490 Collins Ave	The Shed - New multiuse glass atrium and parking learning center (3 stories)	2/11/2013, 3/27/2013, 7/9/2013	2/27/2014	10/24/2014	3 story expansion of 6,554.9 square feet		None	None	14-509	11/12/2015	Issued	Under Construction
3/15/2015	201, 203, 205, 207, 209 & 215 8805 51 8809 Harding Ave	Surfside Condo's - redevelopment of 171 parcels into single unified condo development	4/23/2015, 6/3/2015	8/17/2015	12/8/2015	65 units	28 units	None	None	16-569		Plans approved, waiting on GC	
8/12/2015	9133 Collins Ave & 2149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure	9/4/2015, 3/9/2017, 9/17/2017	12/7/2017	2/13/2018	199 units	148 condominium units, 31 hotel rooms	None	None			Has not applied for permit yet	
Original submittal: 2/11/2016 Revised submittal: 5/31/18	9385, 9372, 9364, 9346, 9340, 9327, 9316 & 9300 Collins Ave	9300 Collins Ave - Demolition of all existing improvements; construction of 3-story building	Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2018, 8/28/2018, 11/1/18	Original approval: 12/10/2016, current site plan has not been approved yet. Scheduled for February 26, 2019		250 units	Request is for 205 units	None	None	18-610		Has not applied for permit yet	
5/4/2016	8955 Collins Ave	Residential Condominiums	6/29/2016, 7/27/2016	10/27/2016	11/10/2016	110 units	16 units	None	None	16-602	12/26/2017	Issued	Under Construction
Oct-16	9116 Harding Ave	303 Surfside - 4 townhouses	11/27/2016, 1/7/2017, 5/24/2017	6/27/2018	4/14/2018	8 units	4 units	None	None			Has not applied for permit yet	
5/19/2017	8995 Collins Ave	Surf House - site plan approval for expansion to existing multi family building	6/19/2017, 8/24/2017, 9/28/2017	2/23/2018, 4/26/2018, 5/31/2018, no approval yet from PZ, must be heard again by the Board	Not scheduled for TC until recommendation from PZ	99 units	Current request has not been scheduled for commission yet. Request is for 55 units	3 requested: 1. Section 90-42 - Off-street parking requirements (Loading Space Size) 2. Section 90-91.2 - Required buffer landscaping adjacent to streets and abutting properties (Landscape Buffer) 3. Section 90-91(2) - Open Space (Open Space Times)				Has not applied for permit yet	
Original submittal: 10/26/2017	Abbott Lot	Unzoned/Proposed (P3)											Terminated
Original Submittal: 1/06/2015 Revised submittal: 8/10/2015 01/09/2018, 10/29/2018	8851 Harding Avenue	18 multi family units	01/22/2015, 06/18/2016, 7/13/2017, 9/27/2018, 11/29/2018	01/17/19 P2 recommended approval	Scheduled for TC meeting on 04/11/2019	33 units	Request is for 18 units	1 requested: Section 90-42 - Off-street parking requirements (Loading Space Size)				Has not applied for permit yet	



**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**  
**FISCAL YEAR 2018/2019**  
**As of APRIL 30, 2019**  
**58% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

Agenda Date: June 11, 2019

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
--------------------	--------	---------------	----------

**GENERAL FUND - 001**

REVENUE	\$ 14,092,875	\$16,622,251	85%
EXPENDITURES	6,678,653	\$16,622,251	40%
Net Change in Fund Balance	7,414,222		
Fund Balance-September 30, 2018 (Unaudited)	10,628,234		
Fund Balance-April 30, 2019 (Reserves)	<u>\$ 18,042,456</u>		

A

**TOURIST RESORT FUND - 102**

REVENUE	\$ 2,316,053	\$2,940,500	79%
EXPENDITURES	1,615,177	\$2,940,500	55%
Net Change in Fund Balance	700,876		
Fund Balance-September 30, 2018 (Unaudited)	305,877		
Fund Balance-April 30, 2019 (Reserves)	<u>\$ 1,006,753</u>		

**POLICE FORFEITURE FUND - 105**

REVENUE	\$ 12,720	\$113,800	11%
EXPENDITURES	64,523	\$113,800	57%
Net Change in Fund Balance	\$ (51,803)		
Fund Balance-September 30, 2018 (Unaudited)	159,527		
Fund Balance-April 30, 2019 (Reserves)	<u>\$ 107,724</u>		

**TRANSPORTATION SURTAX FUND - 107**

REVENUE	\$ 70,402	\$231,262	30%
EXPENDITURES	123,888	\$231,262	54%
Net Change in Fund Balance	(53,486)		
Fund Balance-September 30, 2018 (Unaudited)	247,445		
Fund Balance-April 30, 2019 (Reserves)	<u>\$ 193,959</u>		

**BUILDING FUND - 150**

REVENUE	\$ 510,949	\$1,427,535	36%
EXPENDITURES	636,235	\$1,427,535	45%
Net Change in Fund Balance	(125,286)		
Fund Balance-September 30, 2018 (Unaudited)	2,825,208		
Fund Balance-April 30, 2019 (Reserves)	<u>\$ 2,699,922</u>		

**CAPITAL PROJECTS FUND - 301**

REVENUE	\$ 308,384	\$1,470,000	21%
EXPENDITURES	66,740	\$1,470,000	5%
Net Change in Fund Balance	241,644		
Fund Balance-September 30, 2018 (Unaudited)	2,158,902		
Fund Balance-April 30, 2019 (Reserves)	<u>\$ 2,400,546</u>		

**NOTES:**

\* Many revenues for April 2019 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 \$8,628,234 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
-------------------	--------	---------------	----------

**WATER & SEWER FUND - 401**

REVENUE	\$ 2,506,490	\$3,807,941	66%
EXPENDITURES	1,404,425	\$3,807,941	37%
Change in Net Position	1,102,065		
Unrestricted Net Position-September 30, 2018 (Unaudited)	(1,705,883)		
Unrestricted Net Position-April 30, 2019 (Reserves)	<u>\$ (603,818) B</u>		

**MUNICIPAL PARKING FUND - 402**

REVENUE	\$ 862,714	\$1,219,000	71%
EXPENDITURES	683,741	\$1,219,000	56%
Change in Net Position	178,973		
Unrestricted Net Position-September 30, 2018 (Unaudited)	1,024,087		
Unrestricted Net Position-April 30, 2019 (Reserves)	<u>\$ 1,203,060</u>		

**SOLID WASTE FUND - 403**

REVENUE	\$ 948,871	\$1,910,182	50%
EXPENDITURES	906,266	\$1,910,182	47%
Change in Net Position	42,605		
Unrestricted Net Position-September 30, 2018 (Unaudited)	641,977		
Unrestricted Net Position-April 30, 2019 (Reserves)	<u>\$ 684,582</u>		

**STORMWATER FUND - 404**


REVENUE	\$ 352,528	\$753,064	47%
EXPENDITURES	210,549	\$753,064	28%
Change in Net Position	141,979		
Unrestricted Net Position-September 30, 2018 (Unaudited)	3,487,252		
Unrestricted Net Position-April 30, 2019 (Reserves)	<u>\$ 3,629,231</u>		

**FLEET MANAGEMENT FUND - 501**

REVENUE	\$ 700,283	\$1,237,057	57%
EXPENDITURES	492,072	\$1,237,057	40%
Change in Net Position	208,211		
Unrestricted Net Position-September 30, 2018 (Unaudited)	0		
Unrestricted Net Position-April 30, 2019 (Reserves)	<u>\$ 208,211</u>		

**NOTES:(con't)**

- B. The Unrestricted Net Position of (\$603,818) reflects an improvement over the September 30, 2017, Unrestricted Net Position deficit of (\$3,048,579). The FY2018 estimated net improvement to Unrestricted Net Position was \$1,342,696.



Christopher Wallace, Interim Finance Director



Guillermo Olmedillo, Town Manager

**Town of Surfside**  
**Net Funds Historical Balances**  
**Period 2015 - April 2019**

<b>FUND</b>	<b>9/30/2015</b>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>	<b>4/30/2019</b>	<b>CAGR <sup>(a)</sup></b>
General	\$ 5,905,726	\$ 7,368,408	\$ 8,460,802	\$ 10,628,234	\$ 18,042,456	21.6%
Tourist Resort	339,396	363,407	469,880	305,877	1,006,753	-3.4%
Police Forfeiture	113,431	141,755	164,933	159,527	107,724	12.0%
Transportation Surtax	440,662	354,264	388,363	247,445	193,959	-17.5%
Building	-	-	1,742,910	2,825,208	2,699,922	27.3%
Capital Projects	182,903	1,154,352	576,122	2,158,902	2,400,546	127.7%
Water & Sewer	(2,705,871)	(2,827,890)	(3,048,579)	(1,705,883)	(603,818)	-14.3%
Municipal Parking	1,089,165	1,111,941	811,013	1,024,087	1,203,060	-2.0%
Solid Waste	340,391	245,941	429,743	641,977	684,582	23.6%
Stormwater	4,051,768	3,392,370	3,264,379	3,487,252	3,629,231	-4.9%
Fleet Management	-	-	-	-	208,211	N/A
<b>Total</b>	<b>\$ 9,757,571</b>	<b>\$ 11,304,548</b>	<b>\$ 13,259,566</b>	<b>\$ 19,772,626</b>	<b>\$ 29,572,626</b>	<b>31.9%</b>

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



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

**TO: Town Commission**  
**FROM: Lillian M. Arango, Town Attorney**  
**CC: Guillermo Olmedillo, Town Manager**  
**DATE: May 31, 2019**  
**SUBJECT: Office of the Town Attorney Report for June 11, 2019**

---

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

May 6, 2019 - Tourist Board Meeting  
May 14, 2019 - Regular Town Commission Meeting  
May 23, 2019 - Planning & Zoning Board Meeting

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

**Commission support:**

Attorneys of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We appreciate your support as we continue our second year of service and work in transitioning

the office, fine-tune schedules, evaluate and adjust prior practices. Transitions are always challenging, but often a time to make improvements or adjustments which will improve quality and service.

**Staff support:**

Members of the firm have met with and provided extensive support to staff, boards and committees with application review, contract and agreement review, negotiation and preparation, unsolicited proposals for public-private partnership (P3) process and Statute. procurement and purchasing (including staff workshop on FY 2018/19 Projects/Initiatives and Procurement Review), Request for Proposals for Community Center Food Concession and Marketing Services for the Tourist Bureau, various agreements for the Tourist Bureau, IT related agreements, ADA compliance agreements, bid documents for traffic improvements, code enforcement and interpretation, attendance at Code Enforcement Hearings, beach furniture operator permits and administration, building permit and enforcement issues, subpoenas, and 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

- Recycling Agreement
- Agreement for Landscape Maintenance Services
- Agreement for Concession Services at the Community Center
- Agreement for Tourist Board Marketing Services
- Ordinance for Reasonable Accommodations Procedures
- Ordinance Amending Secondary Frontage Fence and Ornamental Wall Regulations
- Ordinance Amending Plastic Straw Ban Ordinance
- Ordinance Corner Lot Fencing
- Ordinance Amending Ethics Code to Require Disclosure of Business Relationships
- Ordinance on Hotels in H40 District
- Ordinance Banning the Sale and Distribution of Sunscreens Containing Oxybenzone and/or Octinoxate
- Request for Proposals (RFP) for Downtown Lighting
- Florida Friendly Landscape and Fertilizer Ordinance
- Flood Ordinance
- Ordinance Regulating Single-Use Plastics

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

**Special Matters:** Continued monitoring of new case law and legislation from Federal, State and County. Matters which we will continue to work on, some of which you may anticipate in the upcoming months, include issues related to beach re-nourishment, FAA revised NextGen flights paths, implementation of the Florida Friendly Landscape and Fertilizer Ordinance, implementation of the revised and updated flood ordinance, police forfeiture matters, conceptual parking strategies, sustainability initiatives and legislation, issues pertaining to the Downtown Vision Advisory Committee, enforcement of beach furniture regulations and policies, sidewalk café permits and compliance, private alley compliance issues, stormwater fees and collection, various procurements, and various service or provider agreements.





**TOWN OF SURFSIDE  
PENSION BOARD MEETING**

**Thursday, February 7, 2019 – 2:00 p.m.**

9293 Harding Avenue - Town Hall – Commission Chambers

**MINUTES**

**Pension Board Members**

Guillermo Olmedillo  
Sgt. Julio E. Torres  
N. Abraham Issa  
Yamileth “Yami” Slate-McCloud  
Norma Parron

**Town of Surfside Consultants**

Frank Wan, Burgess Chambers & Associates  
Grant McMurry, Highland Capital Management  
Adam Levinson, Klausner & Kaufman  
Christopher Wallace, Interim Finance Director  
Mayte Gamiotea, Third Party Administrator  
Frantza Duval, Recording Clerk

**1. Call to Order and Roll Call**

The meeting was called to order by Abraham Issa at 2:05 pm.

All of the above noted Pension Board members and Consultants were present with the exception of Grant McMurray of Highland Capital Management who was absent.

**2. Approval of Minutes**

a. Regular Pension Board Meeting – *November 8, 2018*

**MOTION:**

The Town of Surfside Pension Board recommended approval of the November 8, 2018 regular pension board meeting. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

**3. Agenda Additions and Deletions**

Mayte Gamiotea added to the agenda additional invoices to be included under the Approval of Invoices section.

**4. Public Participation**

Officer Donald McGavern was present to speak to the Board. Officer McGavern provided background of his medical history. He advised that although he has passed required testing to work as a certified as a Police Officer, the Town of the Surfside Police Department is unable to accommodate him under “light duty” due to medical reasons. Officer McGavern was inquiring on the pension disability process.

Adam Levinson explained the two options, which are service pension and the non-service pension. Service pension are for injuries that occur while on duty and non-service pension are injuries that didn't occur while on duty (i.e. falling in the tub at home). Adam Levinson will provide Officer McGavern with disability forms to be completed and return back to the Pension Board Attorney's Office.

Chris Wallace inquired if it would be possible to get a statement from the doctor's certifying that he has met all requirements, instead of receiving Officer McGavern's extensive medical records history. Adam Levinson read Section 2-189 into the record:

*"With respect to disability retirement income payable under the provisions of subsection (e)(3) of this section, relating to service-connected temporary benefits, and subsection (e)(4) of this section, relating to nonservice connected long term benefits, a member shall be considered totally and permanently disabled if at least two of the three following:*

- a. A duly licensed physician selected by and paid by the board;*
- b. A duly licensed physician selected and paid by the member;*
- c. A duly licensed physician mutually agreeable to by the physicians selected in subsections (b)(2)a. and (b)(2)b. of this subsection, to be paid by the board; certify in writing that such member "is wholly prevented from engaging in any occupation for wages or profits, and that he is likely to remain so disabled continuously and permanently" from a cause other than specified in subsection (d) of this section."*

Adam Levinson advised that the process can be lengthy, but he will continue to review this.

Yamileth Slate-McCloud advised that Officer McGavern is currently being paid benefits, but is reaching close to the end of his benefits. She also advised that he has been informed that he can apply for short-term disability.

## **5. Reports and Updates**

### **a. Burgess Chambers & Associates**

Frank Wan provided an overview of the quarter ending December 31, 2018. For the quarter, the Plan loss \$2 million or -8.45% (-8.53% net). The top three performing assets were: private real estate (+1.8%), fixed income (+1.6%) and money market (+0.6%)/ For the one-year period, the Plan experienced a market-based loss of \$1.1 million or -4.8% (-5.1% net). The top three performing assets were: private real estate (+8.2%), money market (+1.7%) and fixed income (-0.2%). For the rolling three and five-year periods, the Plan earned +5.8% and +5.0% and ranked in the 12<sup>th</sup> and 1st percentiles, respectively.

Highland's large-cap value performance out-performed the benchmark for the three (+7.9% vs +7.0%) and five-year periods (+7.2% vs +5.9%) and ranked in the top 36<sup>th</sup> and 27<sup>th</sup> percentiles, respectively.

Westwood MLP's were ahead of its benchmark for the quarter, one and three-year periods. American Funds EuroPacific was behind its benchmark for the one-year period but ranked in the top 39<sup>th</sup> percentile. Bentall Kennedy earned +8.2% for the

one-year period. As expected, these results were ahead of core bonds (-0.2%). Highland bond performance (annualized) achieved the benchmark for the three and five-year periods.

**b. Highland Capital**

Highland Capital report was briefly discussed by Frank Wan under the Burgess Chambers & Associates report.

**c. Klausner & Kaufman**

Adam Levinson presented a memo regarding “Data in the Division of Retirement’s Annual Report.” The memo was provided to alert clients that the Division of Retirement recently released its Annual Report to the Florida Legislature. The report contains useful information that is reviewed by policy makers in Tallahassee.

Adam Levinson presented another memo regarding House Bill 265. The purpose of the memo is to alert pension clients about the proposed legislation that would amend Florida’s Open Meetings Law and impose additional procedural requirements.

The following additional requirements which may require adaptation by many boards:

1. Publication requirements: Boards would be required to publish their agenda and “any materials or attachments to be distributed at the meeting” at least three days in advance of a meeting.
2. Emergency meeting exception: Where an emergency meeting is called, at least 24 hours advance notice must be provided.
3. Physical copies at meeting site: At least two copies of the agenda and any material to be distributed at the meeting must be made available for public inspection at the meeting location.
4. Fine and fees: Because HB 265 proposes to insert these new requirements into the Open Meetings Law, a violation would be punishable by a fine not exceeding \$500. Moreover, in the event of litigation alleging a knowing violation of the law, the prevailing party would be entitled to reasonable attorney’s fees, including appellate level fees.
5. Public participation: At least three minutes shall be available for public participation for each member of the public, as either the first or last item on the agenda. If there are more than twenty people who want to speak on an item, the time can be limited to one minute per person. Groups can allow one individual to speak on behalf of the group.
6. Board response: The Board would be obligated to respond to any questions by members of the public, either publicly at the meeting in writing following the meeting. The Board would only have ten days to provide a written response. Written responses would become incorporated into the minutes.
7. Public participation form: Board would be required to create a public participation form for members of the public requesting to speak at a meeting.

Adam Levinson advised that he will keep the Board updated on the House Bill.

Adam Levinson provided an update on the Garrett case and advised that a hearing was set regarding the marital settlement agreement and he'll provide an update at the next meeting.

Yamileth Slate-McCloud inquired about the status of the Ronald Browning case and Adam Levinson advised that it's still ongoing.

## **6. Administrator**

### **a. Cohen & Steers (Signature)**

Mayte Gamiotea advised that the Cohen & Steers document was available to be signed by the Chair as per previous Board approval.

### **b. Refund of Contributions – Patrick McKenna**

Mayte Gamiotea advised that Patrick McKenna resigned from the Town and requested to receive his refund of contributions immediately. As an administrative action, the money was paid to Mr. McKenna. Mayte Gamiotea also advised that Mr. McKenna waived his rights to a future pension.

### **c. DROP Payment Approval**

- Alfred Cooper (Remaining Balance – 20%) \$26,404.94
- Hector Perez (Remaining Balance – 20%) \$23,383.54

Mayte Gamiotea presented the remaining balance of the DROP Payment Approval due to Alfred Cooper and Hector Perez.

### **MOTION:**

The Town of Surfside Pension Board recommended approval of the remaining balance of 20% of the DROP payment for Alfred Cooper and Hector Perez.

Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

### **d. DROP application – Hector Rodriguez**

Mayte Gamiotea presented the DROP application of Hector Rodriguez to the Board. Yamileth Slate McCloud advised that Mr. Rodriguez was eligible for participation in the program as of January 1, 2019. Yamileth Slate-McCloud advised that if the application is approved that it should be retro-dated to January 1, 2019.

Abraham Issa suggested adding DROP as a discussion item on the next agenda. Yamileth Slate-McCloud will work with Frank Wan to see what options other Plans are doing regarding the DROP plan and the investments. Yamileth Slate-McCloud suggested having a Nationwide representative at the next meeting to discuss options for DROP investments.

**MOTION:**

The Town of Surfside Pension Board recommended approval of the DROP application for Hector Rodriguez. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

**7. Approval of Invoices**

Mayte Gamiotea advised that Invoice 22853 from Klausner & Kaufman is not to be billed to the Town pension plan, but to the Police 185 plan instead.

Mayte Gamiotea added the following invoices to the agenda:

- Klausner & Kaufman January 2019 invoice in the amount of \$670
- FPPTA Invoice for Norma Parron and Julio Torres to be paid \$1650 each (Mayte Gamiotea to call FPPTA to see about the reduction of the fee for the certification for the three classes)
- Reimbursement to the Town \$565 for Julio Torres hotel charges.
- Reimbursement to Abraham Issa for travel expenses to attend the FPPTA Trustee school in the amount of \$695.78
- Reimbursement to Norma Parron for travel expenses to attend the FPPTA Trustee school in the amount of \$902.65

**MOTION:**

The Town of Surfside Pension Board recommended approval of Abraham Issa's invoice in the amount of \$695.78. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval of Burgess Chamber's invoice in the amount of \$6,250.00. Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval of Frantza Duval's invoice in the amount of \$292.50. Yamileth Slate-McCloud moved; Norma Parron seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval of Gabriel Roeder Smith's invoice in the amount of \$4,575.00. Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval of Highland Capital's invoice in the amount of \$10,833.28. Yamileth Slate-McCloud moved; Norma Parron seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval of Klausner & Kaufman's invoices in the amount of \$670.00, \$3,584.50, and \$569.50. Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed unanimously.

Mayte inquired about the resolution included in Klausner & Kaufman's invoice. Adam Levinson advised that the RMLD resolution needs to have a designee in both the Police and Town Pension Plan. Adam Levinson advised that it can be formal or informal, which is usually the Town Clerk or Third-Party Administrator. Mayte Gamiotea advised that she would speak to the Town Clerk to see if she would be interested in being the designee.

**MOTION:**

The Town of Surfside Pension Board recommended approval of Marcum's invoice in the amount of \$1,956.00. Yamileth Slate-McCloud moved; Julio Torres seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval of Mayte Gamiotea's invoice in the amount of \$3,960.00. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval of SunTrust's invoice in the amount of \$5,950.61. Yamileth Slate-McCloud moved; Norma Parron seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval of the Town of Surfside invoices in the amount of \$600.00, \$560.55, \$30.00. Guillermo Olmedillo moved; Julio Torres seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval of Norma Parron's invoice in the amount of \$902.65. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

**MOTION:**

The Town of Surfside Pension Board recommended approval of FPPTA's invoice in the amount of \$1650.00 each, for two invoices. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously. (Mayte Gamiotea to see about the cost).

**8. New/Old Business**

**- FPPTA Schedule**

Abraham Issa presented the schedule of upcoming events for FPPTA.



- **Performance Evaluation Process Discussion**

Yamileth Slate-McCloud suggested tabling this item until the next meeting. She also advised that this should be tied in with fee structure.

Adam Levinson advised that other Board don't necessarily have a form that is utilized for evaluations. Yamileth Slate-McCloud advised that a form may not be necessary, but a conversation regarding the item would be sufficient.

Abraham Issa suggested creating points in which to evaluate each consultant without having to do forms.

**9. Trustees' Comments/Concerns**

None.

**10. Next Regular Scheduled Meeting Date**

**May 16, 2019**

**11. Adjournment**

There being no further business to come before the Board, the meeting unanimously adjourned at 4:22 pm with the motion made by Julio Torres; receiving a second from Norma Parron.

Accepted this 16<sup>th</sup> day of May, 2019

N. Abraham Issa  
Member (Print)

[Signature]  
Signature

Attest:

[Signature]  
Frantz Duval  
Recording Clerk



## **Town of Surfside**

### **PARKS & RECREATION COMMITTEE MEETING**

#### **MINUTES**

**March 18, 2019 – 7:00 p.m.**

Surfside Community Center  
9301 Collins Avenue, Surfside, FL 33154

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

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

The following were present:

Chair Retta Logan
Committee Member Zoya P. Javier
Committee Member Shlomo Danzinger

Absent

Vice Chair Eliana Salzhauer **Arrived at 7:16pm
Committee Member Louisa Agresti

Also present:

Tim Milian, Parks and Recreation Director
Frantza Duval, Recording Clerk
Commissioner Tina Paul

#### **2. Agenda and Order of Business**

#### **3. Approval of Minutes: February 25, 2019**

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

#### **4. Teen Scene**

Parks and Recreation Director Milian explain that this is tied to the scholarships as well because of the restrictions that it needs to be a Surfside resident. They have 12-15 teens that have done great projects within the Town. He encouraged the members that if they have neighbors between 12-15 years old and they wish to get involved and received Community Service hours to come sign up to be a part of Teen Scene. They meet every Thursday from 5:30pm – 6:30pm.

#### **5. Spring Camp**

Parks and Recreation Director Milian stated that 28 kids are registered for Spring Camp and it begins on March 25, 2019.

**6. Summer Camp**

Parks and Recreation Director Milian stated that last year they had concerns about the registration process and they will be having the Summer Camp Information Day this year again. This will take place on April 20, 2019 at 10:00am. This will alleviate questions and concerns on registration date. They are also implementing a credit card pre-authorization process in order for the Town to charge your credit card. Registrations will begin on April 22, 2019.

Parks and Recreation Director Milian received a call from Committee Members Salzhauer around 7:09pm stating that she was on her way.

**7. EpiPen**

Parks and Recreation Director Milian stated that Committee Member Salzhauer brought this item to the Town Commission during their March 12, 2019 Commission meeting. He stated that legal has been looking into this issue and no one in the state as a municipality has a program like this due to liability issues. There is no model out there. Parks and Recreation Director Milian addressed Commissioner Paul and clarified that this issue has not been going on for three years.

Commissioner Paul stated that she remembers a conversation that took place related to this issue with the former Town Attorney. Parks and Recreation Director Milian stated that at that time the issue did not moved forward. This item was presented again to the Committee in December 2018.

Parks and Recreation Director Milian stated that Miami Dade County Public Schools does not provide EpiPens. He also explained that there is discussion whether a municipality should be administering a prescription drug.

Committee Member Salzhauer arrived at 7:16pm.

The following member of the public spoke on the item:

Eli Ginsburg

After some more discussion Committee Member Salzhauer made a motion requesting Commissioner Paul to add this item to the Town Commission agenda if it is not already there. Committee Member Javier seconded the motion and all voted in favor.

**8. Public Comments (3-minute time limit per speaker)**

No public comments under this section.

**9. Adjournment**

Committee Member Danzinger made a motion to adjourn the meeting at 7:27 p.m. The motion received a second from Committee Member Javier and all voted in favor.

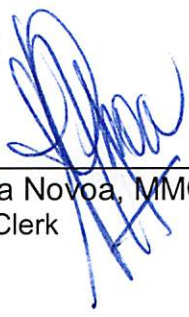
Respectfully submitted:

Accepted this 20 day of May, 2019



Retta Logan, Chair

Attest:



Sandra Novoa, MMC  
Town Clerk



## **Town of Surfside**

### **SPECIAL DOWNTOWN VISION ADVISORY COMMITTEE MINUTES**

**April 11, 2019 – 6:00 p.m.**

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

#### **Opening Items:**

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

The meeting was called to order at 6:06 p.m.

The following Members introduced themselves:

Chair Shaun Grenald  
Vice Chair Elliot Kula  
Fred Landsman  
George Kousoulas  
Marianne Meischeid

Absent: Sandra Oliva  
Asmaa Benkirane

Also present: Guillermo Olmedillo, Town Manager  
Duncan Tavares, Assistant Town Manager  
Jeff Lehman, Tourist Board Liaison  
Lindsay Fast, Tourism Director  
Frank Trigueros, Marketing & Special Projects Coordinator  
Frantza Duval, Recording Clerk  
Elinor Joseph, Parking Operations Manager  
Alan Graham, Code Compliance Director  
Commissioner Liaison Barry Cohen \*Arrived at 6:15pm.  
Mayor Daniel Dietch \*\*Arrived at 6:43pm

##### **2. Approval of Minutes: March 7, 2019**

Committee Member Landsman made a motion to approve the minutes. The motion received a second from Committee Member Kousoulas and all voted in favor.



**3. Continuation of Discussion from March 7, 2019 Meeting: New Committee Short, Medium, Long-Term goals & Proposed Timeline**

Town Manager Olmedillo presented the item and stated that the special meeting was called to set specific priorities that the Committee would like to focus on.

Tourism Director Fast put notes together from the previous meeting and stated that the bigger items discussed that they could start discussion on were the followings:

- Alleyways
- Traffic
- Walkability
- Unified look
- BID

Chair Grenald believed that the committee should focus on what they can accomplish themselves without having to go through other boards and committees.

Vice Chair Kula noted that the unified look topic was most likely the easiest thing to initiate with the Committee.

Chair Grenald agreed, and believes that the unified look is a good starting point because they will have the most impact on through and with the assistance of Code Compliance.

Committee Member Kousoulas believes that the BID is also something they can review and maybe if there is consensus they can move forward with their recommendation.

Town Manager Olmedillo explained the BID process, including the election process. Board Member Kousoulas then presented the members with a handout and provided a background explanation of a BID and how it works.

\* Commissioner Cohen serving as the Commission liaison arrived at 6:15pm.

A discussion took place about the fact that in the last election the BID failed due to absent votes. An absent vote was counted as a no vote. Assistant Town Manager Tavares provided a more in-depth explanation about the history of the BID in the Town of Surfside and the challenges. He recommended to engage property owners and have them advocate amongst themselves, instead of having it come from the Committee.

After some more discussion Committee Member Kousoulas made a motion to allow Board Members to speak to property owners and tenants regarding the BID

and to have staff look into Main Street and possibly bring back to the next meeting. The motion received a second from Committee Member Landsman and all voted in favor.

**\*\* Mayor Dietch arrived at 6:43pm.**

Commissioner Cohen serving as a liaison, provided his view and opinion of the BID and his thoughts about the possibility of making the DVAC Committee a stand-alone committee with a charter.

There was more discussion regarding traffic and parking among Commissioner Cohen and the members of the Downtown Vision Advisory Committee. Commissioner Cohen encourage the Committee to bring forward a business plan to the Commission regarding parking.

#### **4. Parking Lot Solutions**

Chair Grenald spoke about the parking study, the three locations with the multiple designs that were submitted, and how can the Town build something like one of the proposals submitted.

Chair Grenald spoke regarding the Abbot Lot Amphitheater proposal and everything that was proposed with it. He spoke about the parking stacking options and the cost associated with these types of projects.

Board Member Kousoulas spoke about the specifics of the Town of Surfside and how it will be challenging to build a parking garage.

Tourism Director Fast and Town Manager Olmedillo presented a memo explaining what the Town Commission had approved regarding parking and the rates during the weekends. He introduced Parking Operations Manager Joseph Elinor to answer any questions the committee may have.

The following members of the public spoke on the item:

Steven Thomas  
Larry Labok  
Sasha Plutno

Discussion took place regarding the loading zones and uber drop off and pick up points in the downtown area.

Discussion ensued regarding the possibility of doing something in Abbott regarding loading zones.

Commissioner Cohen suggested that the item be brought to the Commission for discussion and to come up with some solutions.

After a lengthy discussion Committee Member Kousoulas made a motion to free up 95<sup>th</sup> street for more effective loading and relocate a designated Uber to another location in Town and request the Commission to approve a dedicated Uber place effectively by dealing with the ride sharing companies and through signage so that the passengers are instructed to go to that dedicated Uber location. The motion received a second from Committee Member Landsman and all voted in favor.

Commissioner Cohen acting as the liaison stated that the Committee should have some sensitivity towards the elderly and disabled population, and potential difficulty for them to get to a designated pick up / drop off location for ride sharing. He suggested for the committee to come up with some mechanism that they could suggest to the Town Commission.

Committee Member Meischeid made a motion to recommend that small trucks that are able to fit in parking spaces are allowed to park and deliver from the Abbott Parking Lot. The motion received a second from Committee Member Landsman and all voted in favor.

Committee Member Kousoulas made a motion to extend for 30 minutes. The motion received a second from Vice Chair Kula and all voted in favor.

Parking Operations Manager Joseph Elinor presented the item related to the parking rates and what the Town Commission has approved and referred to the Committee for their input on the Parking Lots, per the request of the Town Commission.

Tourist Board Liaison Lehman left the meeting at 7:57 pm.

Questions posted by the Committee were addressed by members of the staff and administration.

Discussion took place on what is the appropriate total amount of hours to be allowed to park on the Town parking lots.

After some conversation Committee Member Kousoulas made a motion to limit the time to 4 hours non-renewal limit, Monday through Friday 9am - 5pm at the current new hourly rate of \$4.00 an hour. Hours outside those hours, parking would be renewable at the current new hourly rate of \$4.00 an hour. The motion received a second from Committee Member Landsman and all voted in favor.

Chair Grenald spoke about an email he received from a member of the community regarding the Bal Harbour Shops stating his disagreement with the proposed updated design of the shops. Chair Grenald believes the Committee has no jurisdiction on this topic, but it is willing to ask the Town Commission to maybe speak to the people of Bal Harbour Shops.

Town Manager Olmedillo spoke on the item and stated that he has reached out to Bal Harbour Shops and spoke to them about the project. Assistant Town Manager Tavares spoke about the site plan and how the Bal Harbour Shops will be accessible to the Town's residents on 96<sup>th</sup> Street and Harding Avenue where the crosswalk is located. The rest of 96<sup>th</sup> Street will be a wall but will have some opened displays and the entrance to a garage.

Regarding unified looks under item 3 on the agenda, Committee Member Meischeid spoke about the hurricane shutters on different downtown locations and she wanted to know how can they move forward to create some type of ordinance that will require stores to remove hurricane shutter a week after a storm. Properties are using the shutters as curtains, and it is detrimental to the look of the whole street.

After some discussion Committee Member Kousoulas made a motion to request the Town Commission to look into an ordinance that will require Town owners to upkeep their shutters in good repairs and to only deploy them upon the announcement of a storm emergency and retract them after seven days of the passing of the emergency. The motion received a second from Committee Member Meischeid and all voted in favor.

Committee Member Kousoulas made a motion to extend the meeting 15 minutes. The motion received a second from Committee Member Meischeid and all voted in favor.

Chair Grenald continued to speak about the Town's unified look under item 3 on the agenda. Conversation began about up lighting in downtown. Tourism Director Fast spoke about an RFP request regarding enhanced lighting for downtown that supposed to be released in the near future. Assistant Town Manager Tavares explained that the intent is to come up with a more comprehensive lighting solution that could enhance lighting in downtown.

Extensive discussion took place regarding the unified look, including the awnings, signage and other elements within downtown.

Committee Member Kousoulas made a motion to direct staff to find Instagram-memorable moments in the Town and bring an inventory back to the next meeting to as a team find suitable places within Town. The motion received a second from Committee Member Landsman and all voted in favor.

## **5. Future Meeting Dates**

Committee Member Kousoulas made a motion to have a special meeting on May 16, 2019. The motion received a second from Vice Chair Kula and all voted in favor.

Committee Member Kousoulas spoke about a map he created and distributed to the members.

Chair Grenald requested the following items to be placed on the May 16, 2019 agenda:

Unified Look  
Walkability  
Alleyways

No additional comments from the public.

**6. Adjournment**

Committee Member Meischeid made a motion to adjourn the meeting at 8:42 p.m. The motion received a second from Committee Member Kula and all voted in favor.

Respectfully submitted:

Accepted this 16 day of May, 2019

  
Shaun Grenald, Chair

Attest:

  
Sandra Novoa, MMC  
Town Clerk



## **Town of Surfside PLANNING & ZONING BOARD MEETING**

### **MINUTES**

**April 30, 2019 – 6:00 p.m.**

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

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

Vice Chair Frankel called the meeting to order at 6:10 p.m.

**Present:** Vice Chair Judith Frankel, Board Member Peter Glynn,  
Board Member Rochel Kramer, and Board Member Brian Roller

**Absent:** Chair Lindsay Lecour, Board Member Marina Gershanovich, and  
Board Member Jorge Garcia

Chair Lindsay Lecour entered at 6:48 p.m.

Also present were Town Manager Guillermo Olmedillo, Town Planner Sarah Sinatra Gould, Vice Mayor Gielchinsky and Town Attorney Dan Espino.

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

A motion was made by Board Member Glynn to defer Vice Mayor Gielchinsky Liaison Report. The motion received a second from Board Member Roller. All voted in favor.

Vice Mayor Gielchinsky apologized to the Board for missing the last couple of meetings. He spoke regarding the Give a Foot – Get a Foot concept the Board discussed at their meeting and he stated he discussed that before the Commission. The Commission gave the direction to move forward with that and for the Planning & Zoning Board to do something similar to a resolution the Planning & Zoning Board passed several years ago.

Commission asked for a resolution or a memo laying out the particulars and ground work of what they were considering and if he could have it for the next commission meeting in order for him to discuss it in an open forum.

He discussed comments made by the public at the commission meeting regarding the discussion by the Planning & Zoning Board in the past regarding this item.

Discussion among the Board, Town Planner Sarah Sinatra Gould and Vice Mayor Gielchinsky took place regarding the language that will be requested from the legal department in order to have the documentation requested to go before the next



commission meeting in order to make the timeline for the referendum to be placed on the ballot.

The following speakers spoke on this item:

Eliana Salzhauer

Vice Mayor Gielchinsky left the meeting at 7:03 p.m.

### **3. Approval of Minutes – March 28, 2019**

A motion was made by Board Member Roller to approve the March 28, 2019 Planning & Zoning Minutes. The motion received a second by Board Member Kramer. All voted in favor.

### **4. Applications:**

#### **A. 801 89<sup>th</sup> Street - *The applicant is requesting to fix and replace their existing fence***

Town Planner Sarah Sinatra Gould introduced the item and recommended approval with the condition to be consistent by planting shrubs with the height requirement and those shrubs must be installed once the wall is installed and within one year of permitting.

The following speakers spoke on this item:

Gad Boucheninou

Vice Chair Judith Frankel and Town Planner Sarah Sinatra Gould responded to the speaker's comments.

A motion was made by Board Member Brian Roller to approve with the stated staff conditions. The motion received a second from Board Member Peter Glynn. All voted in favor.

#### **B. 9173 Abbott Avenue - The applicant is requesting to substantially renovate an existing house by remodeling the existing open den and converting it into a bedroom and enclosing the existing terrace and converting it into a family room.**

Town Planner Sarah Sinatra Gould introduced the item and recommended approval with two (2) conditions: (1) that at the time of building permit the finished floor elevation will be verified and approved by the building official and (2) provide the landscape planted directly around where the front façade is located.

The following speakers spoke on this item:

Albert Ekevazo, the applicant.

Vice Chair Judith Frankel asked Town Planner Sarah Sinatra Gould if this project meets the 50%.

Town Planner Sarah Sinatra Gould stated that they do not currently meet the 50% and that is why the conditions were put in place.

Board Member Brian Roller asked if the applicant was pretty much gutting the area and asked regarding the garage conversion.

Albert Ekevazo, applicant, explained the project to the Board.

After further discussion among the Board and applicant regarding the landscaping a motion was made by Board Member Peter Glynn to approve with the stated staff conditions. The motion received a second from Board Member Brian Roller. All voted in favor.

**C. 9480 Harding Avenue** - The applicant is requesting one window sign for their business.

Town Planner Sarah Sinatra Gould introduced the item and recommended approval that the window sign will reflect the graphics provided in the submittal package. and they will have thirty (30) days to remove the sign.

Board Member Brian Roller would like to add the condition to remove the additional sign.

Town Planner Sarah Sinatra Gould stated they would do that in conjunction with the Code Enforcement Notice.

Town Planner Sarah Sinatra Gould and Board members added the condition that they must remove the additional sign within thirty (30) days.

A motion was made by Board Member Brian Roller to approve with the stated staff conditions. The motion received a second from Board Member Peter Glynn. All voted in favor.

## **5. Projects**

### **A. Introduction of Professors - Guillermo Olmedillo, Town Manager**

Town Manager Guillermo Olmedillo introduced the project that has been taking place with the Town working with local universities on urban design and planning and introduced two (2) professors from the University of Miami they have been working with. He introduced Chris Meyers from the University of Miami and gave a history of his experience and Shawna Meyers from the University of Miami and gave a history of her experience.

Professors Chris Meyers and Shawna Meyers gave a presentation of the project and they are currently working on with the Town.

Discussion among the Board Members, Town Manager Guillermo Olmedillo and Professors Meyers took place on the upcoming project, framework of several scenarios, the timelines and if students will be used to work on this project.

The following speakers spoke on this item:  
Eliana Salzhauer

## **6. Local Planning Agency Items**

### **A. Prohibition of Hotels in the H40 District**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED, CONDITIONAL, AND PROHIBITED USES TO PROHIBIT HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93<sup>RD</sup> STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Sandra Novoa read the item into the record.

Town Planner Sarah Sinatra Gould introduced the item.

Chair Lindsay Lecour asked Town Planner Sarah Sinatra Gould to give the board an update of the concern from Commissioner Karukin.

Town Planner Sarah Sinatra Gould gave an update of the Commissioner Karukin concern being the character and massing of the scale.

The following speakers spoke on this item:

Sasha Plutno  
Marc Levenson  
Patricia Fernandez  
Brian Bey  
Pamela O'Hagan  
Clara Diaz-Leal  
Eliana Salzhauer  
Maggie McManagle  
Michael Kashtan  
Alex Tachmes  
Marianne Meisheid  
Silvia Coltrane  
George Kousoulas

Matthew Barnes  
Tom Robertson  
Rick Superstein  
Jennifer Fine  
Kristofer Machado  
Anthony Blate  
Esther Superstein  
Fernanda Siqueira  
Leonard Ambard

Discussion among the Board continued regarding the beach and that being the biggest resource the hotels would be using and other issues on the list including crime.

The Board requested to pursue other means of perceived impacts with facts of hotel use including historic/non-historic overlay, aggregation, massing and scale of the hotels, crime statistic report, where it originates, does an increase in guest increase crime, and consequences of grandfathering.

Town Manager Guillermo Olmedillo explained the code and how it pertains to short term rentals.

The Board requested additional time and deferral for more study, more specificity, additional discussion and to bring back as a discussion item with an extension of zoning in progress for three (3) months.

A motion was made to defer the item for further discussion which would evaluate the correlations of the impact on the hotel use and for alternative solutions and recommend the Commission to defer and extend the zoning in progress for three (3) months was made by Board Member Peter Glynn. The motion received a second by Vice Chair Judith Frankel. All voted in favor.

## **7. Discussion Items:**

### **A. Freeboard & Height**

Town Planner Sarah Sinatra Gould introduced the item regarding what was discussed at the March 28, 2019 Planning & Zoning meeting where staff presented graphics as it pertains to the height elevation and sea levels providing graphics of hurricanes.

The following speakers spoke on this item:

Sasha Plutno  
Eliana Salzhauer  
Jeff Rose  
George Kousoulas  
Clara Diaz-Leal

Pamela O'Hagan  
Brian Bey  
Patricia Fernandez  
Maggie McManagle

Board Member Peter Glynn would like to give people the opportunity to rebuild something but not building mansions and something that everyone can agree upon.

Board Member Rochel Kramer spoke regarding the concerns of rebuilding.

Vice Chair Judith Frankel spoke regarding existing sea levels and the concerns of climate change and the topic of rebuilding homes in the future. She also asked if there could be revisions done to the code as to the setback requirements.

Chair Lindsay Lecour spoke regarding the storm surge, the existing code and the Comprehensive Plan.

Discussion continued among the Board and Staff regarding the interpretation of the code.

The Board requested a public workshop to take place to discuss revisions and educate the public with what the Town has done to address sea level rise.

Town Manager Guillermo Olmedillo answered Chair Lindsay Lecour question regarding the workshop and provided information about the professors from the University of Miami that were present earlier in the meeting that will be discussing their concerns on sea level rise. He discussed holding public meetings to educate the public.

Chair Lindsay Lecour requested to have dates for those workshops at their next meeting.

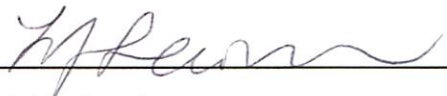
**B. Future Agenda Items**

There were no future agenda items discussed.


## 6. Adjournment

There being no further business a motion was made by Board Member Peter Glynn seconded by Board Member Brian Roller to adjourn the meeting without objection at 9:40 p.m

Accepted this 23<sup>rd</sup> day of May, 2019

  
Chair Lindsay Lecour

Attest:

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





## **Town of Surfside**

### **TOURIST BOARD MEETING MINUTES**

**May 6, 2019 – 5:30 p.m.**

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

#### **Opening Items:**

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

The meeting was called to order by Chair Barbara Cohen at 5:34 p.m.

Present: Chair Barbara Cohen  
Board Member Neil Goodman \*arrived at 5:36pm  
Board Member Jennifer Brilliant  
Board Member Charles Kesl

Absent Vice Chair Lehman

Also present: Lindsay Fast, Tourism Director  
Duncan Tavares, Assistant Town Manager  
Haydee Sera, Town Attorney  
Michael Karukin, Town Commission Liaison \*\*arrived at 5:36pm  
Frank Trigueros, Marketing and Special Projects Coordinator  
Frantza Duval, Recording Clerk

##### **2. Welcome – Chair Barbara Cohen**

Chair Barbara Cohen welcomed everyone to the meeting.

##### **3. Approval of Meeting Minutes: April 1, 2019**

Board Member Brilliant made a motion to approve the April 1, 2019 minutes. The motion received a second from Board Member Kesl and all voted in favor.

\*Board Member Neil Goodman entered the meeting.

\*\*Commissioner Liaison Michael Karukin entered the meeting.

**4. A/R (Resort Tax)**

Chair Barbara Cohen stated that she continues to be amazed at the numbers. It is good to see the growth and that she hopes that the people that enjoy the Community Center enjoy the growth as well.

**Discussion Items:**

**5. Second Quarter Results – Jacober Creative + Anything But Advertising**

Tourism Director Fast presented Luisa Jimenez representing Jacober Creative. Ms. Jimenez provided a portion of the second quarter results.

Board Member Kesl asked for a background of the company. Ms. Jimenez explained Jacober Creative and what their services are. He also asked questions regarding different sections of the report. All questions and concerns were addressed by Ms. Jimenez and Tourism Director Fast.

Claire Kunzman from Anything But Advertisement presented the public relations report to the Board.

Board Member Kesl questioned the methods to track performance and the assessment of the attribution of work that is being done by the agency. He went on to asked for the direct results in order to track performance.

Tourism Director Fast provided an overview of the hotel statistics and stated that there was an increase in occupancy during the last quarter and overall during the current fiscal year.

**6. National Travel and Tourism Week Plan – Lindsay Fast, Tourism Director**

Tourism Director Fast stated that the National Travel and Tourism Week began on Sunday. She went on to explain that the Tourism Department would be visiting all the hotels in Town to honor the top three employees that were nominated by the hotel management of all the local hotels. These employees will receive an award during a small ceremony conducted by the Tourism Department.

**7. Digital Travel Summit Re-cap – Frank Trigueros, Marketing & Special Projects Coordinator**

Marketing and Special Projects Coordinator Trigueros provided the Board a recap from the Digital Travel Summit he attended and provided ideas for consideration.

Board Member Kesi asked if Jacober Creative checks all the links and tabs within the Visit Surfside webpage because he was experiencing some broken links on the webpage. The representative from Jacober Creative stated that they will advise the developer to look into it.

After some discussion, it became clear that the errors on Board Member Kesi's computer were due to the Town's WiFi restrictions and not related to the Visit Surfside website monitored by Jacober Creative.

**8. Historical Walking Tours Re-Cap – Lindsay Fast, Tourism Director**

Chair Barbara Cohen stated that she attended one of the Historical Tours and it was very enjoyable and informative.

Tourism Director Fast provided more information and a recap of all the historical walking tours. There was a total of 150 tickets provided and the events were very well received by residents and visitors.

**9. Third Thursdays Re-cap – Creative State + AA Musicians**

Tourism Director Fast introduced Creative State who provided a recap regarding the Third Thursdays event.

Board Member Kesi asked questions regarding the data that gets captured from visitors and residents during the events.

There was extensive discussion amongst the board on how to get businesses to participate and be more involved in the Town's events.

**10. RFP 2019-01 Holiday Lights for the Town of Surfside - Lindsay Fast, Tourism Director**

Tourism Director Fast provided a verbal update on the RFP 2019-01 Holiday Lights for the Town of Surfside. She stated that there is still a Cone of Silence but asked the Board if there was a desire for presentations from the top two or three proposers. There was consensus to allow for presentation during the June meeting.

**11. Contingency Fund Update – Lindsay Fast, Tourism Director**

Tourism Director Fast requested to reallocate a total amount of \$6,500 for some banners that they will not be using on the GMCVB website to the contingency fund for a total balance of \$18,500 if approved.

Board member Brilliant made a motion to reallocate the \$6,500 to the contingency fund. The motion received a second from Board member Kesi and all voted in favor.

Tourism Director asked for after-the-fact approvals for some expenditures incurred on repairing one of the turtles that was hit by a car. The cost to repair was \$1,050; Third Thursday overage of \$700; Paddletopia media group accommodations for a total of \$2,000; National Travel and Tourism Week expenses for a total cost of \$1,450, and she proposed to install a museum table on Turtle Walk for a cost of \$3,350.

There was some discussion regarding the Turtle Walk table and the importance of telling the Tale of the Surfside Turtles and educating people on the importance of turtle conservation.

Liaison Commissioner Karukin asked if it was possible to include the story of how one of the Turtles was shipped to Sandy Hook Elementary in Connecticut.

Marketing and Special Projects Coordinator Trigueros recommended to consider changing the banners that are currently on the Turtle Walk with some new banners as the current ones are very faded.

There was some discussion regarding the different influencers and media who will be in attendance for Paddletopia to promote the event and the Town of Surfside.

There was discussion about the contingency fund and how to handle the items that were presented for approval.

Board Member Brilliant made a motion to approve everything on the list. The motion received a second from Board Member Goodman and all voted in favor.

**12. Next Tourist Board Meeting: Monday, June 3, 2019 at 5:30pm**

Chair Barbara Cohen reminded everyone that their next meeting will take place on Monday, June 3, 2019 at 5:30pm.

**13. Public Comment – 3-minute time limit each, please**

There were no public comments.

#### 14. Adjournment

There being no further business to discuss, Board Member Brilliant made a motion to adjourn the meeting. The motion was seconded by Board Member Goodman and all voted in favor.

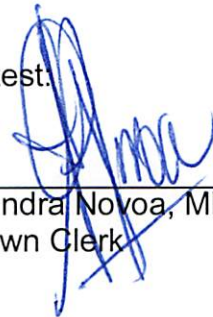
The meeting adjourned at 8:26 p.m.

Respectfully submitted:

Accepted this 3 day of June, 2019

  
Barbara Cohen, Chair

Attest:

  
Sandra Novoa, MMC  
Town Clerk






## MEMORANDUM

ITEM NO. 3E

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** June 11, 2019

**Subject:** Resolution Authorizing the Miami-Dade County Island Chiefs Regional Mobile Field Force Mutual Aid Agreement between the Town of Surfside Police Department and Participating Law Enforcement Agencies.

---

It is the responsibility of the Town of Surfside to ensure the public safety of their citizens by providing appropriate police service, including police protection and services to address any emergency situation; and because of existing and continuing possibility of the occurrence of law enforcement problems and other natural or manmade disasters, major spontaneous incidents, special events or other law enforcement emergency situations that may cross jurisdictional boundaries, various participating law enforcement agencies desire to join together in a multi-jurisdictional unit known as the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit intended to provide specially trained and equipped personnel for operational assistance across jurisdictional boundaries within Miami-Dade County.

In situations and conditions which are likely to be, beyond the control of the services, personnel and equipment of the participating police departments; these municipalities have the authority to enter into a Mutual Aid Agreement in order to adequately address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the municipalities. This Mutual Aid Agreement specifies the circumstances and conditions under which the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit mutual aid may be requested and rendered in applicable police operations.

The Town of Surfside Police Department has mutual aid agreements with many Miami-Dade County law enforcement agencies. The Town of Surfside Mutual Aid Agreement with the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit is advantageous to the Town of Surfside and all participating agencies that may receive and extend mutual aid in the form of a Regional Mobile Field Force Unit for law enforcement services and resources.

The new Mutual Aid Agreement between the Town of Surfside Police Department and the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit shall be effective as to the executing Agency upon execution by one or more participating Agencies. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be executed in counterparts for dissemination to all Parties, and such counterparts shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Florida



Department of Law Enforcement, Mutual Aid Coordinator, P.O. Box 1489, Tallahassee, Florida 32302.

This Agreement shall remain in full force and effect as to all participating Parties until April 1, 2024, unless earlier terminated in writing. Any party may withdraw from this Agreement upon providing written notice to the other Parties, upon sixty (60) day notice.

This Agreement may be renewed by Agreement of the Participating Agencies and execution of a new Agreement. Any written cancellation or extension shall be forwarded to FDLE at the address identified above.

Staff recommends a motion to approve a Resolution Authorizing the Miami-Dade County Island Chiefs Regional Mobile Field Force Mutual Aid Agreement between the Town of Surfside Police Department and Participating Law Enforcement Agencies.

Prepared by:



Reviewed by:

**RESOLUTION NO. 2019 \_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MIAMI-DADE COUNTY ISLAND CHIEFS REGIONAL MOBILE FIELD FORCE MULTI-AGENCY OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND PARTICIPATING LAW ENFORCEMENT AGENCIES, FOR POLICE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, it is the responsibility of the Town Manager and Town Commission to ensure the public safety of the residents and businesses of the Town of Surfside (the “Town”) by providing adequate levels of public services, including police protection and services; and

**WHEREAS**, there may be natural or manmade disasters, major spontaneous incidents, special events or other law enforcement emergency situations that may cross jurisdictional boundaries and require coordinated efforts between law enforcement agencies; and

**WHEREAS**, various participating law enforcement agencies, each having their own field force units, desire to join together in a multi-jurisdictional unit known as the “Miami-Dade County Island Chiefs Regional Mobile Field Force Unit” intended to provide for operational assistance across jurisdictional boundaries within Miami-Dade County; and

**WHEREAS**, the Town Commission wishes to approve the Miami-Dade County Island Chiefs Regional Mobile Field Force Multi-Agency Operational Assistance Mutual Aid Agreement between the Town and participating law enforcement agencies, for police voluntary cooperation and operational assistance (the “Agreement”), substantially in the form attached hereto as Exhibit “A”; and

**WHEREAS**, Chapter 23, Florida Statutes, the Florida Mutual Aid Act, authorizes municipalities to enter into mutual aid agreements for the rendering of law enforcement assistance.

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

**Section 1.**     **Recitals.**     The recitals are true and correct and incorporated in the Resolution.

**Section 1.**     **Section 2.**     **Approval of Agreement.**     The Agreement in substantially the form attached hereto as Exhibit “A” is hereby approved, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

**Section 3.**     **Authorization and Implementation.**     The execution by the Town Manager and Chief of Police of the Agreement, as attached hereto as Exhibit “A”, is hereby approved. The Town Manager and Chief of Police are hereby further authorized to do all necessary things to implement the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 11<sup>th</sup> day of June, 2019.

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:

---

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

MIAMI-DADE COUNTY ISLAND CHIEFS  
 REGIONAL MOBILE FIELD FORCE  
 MULTI-AGENCY OPERATIONAL ASSISTANCE  
 MUTUAL AID AGREEMENT

**WHEREAS**, the below-subscribed Law Enforcement Agencies have determined that as individual governmental units with duties and responsibilities for the protection of our communities and the enforcement of criminal laws, they can make a more efficient use of their powers and resources by providing a higher quality of law enforcement services to the public through the coordination of existing units, pursuant to the Florida Mutual Aid Act, Section 23.12 et seq., of the Florida Statutes; and

**WHEREAS**, the below-subscribed Law Enforcement Agencies each have their own field force units and have joined together in a multi-jurisdictional unit known as the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit intended to provide for operational assistance across jurisdictional lines within Miami-Dade County, Florida; and

**WHEREAS**, the below-subscribed Law Enforcement Agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into an operational assistance agreement for law enforcement cooperation and assistance that crosses jurisdictional lines within Miami-Dade County, Florida;

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

Each of the undersigned Law Enforcement Agencies approve, authorize and enter into this Miami-Dade County Island Chiefs Regional Mobile Field Force Multi-Agency Operational Assistance Mutual Aid Agreement ("Agreement") to implement within the jurisdictional and other limits as noted herein the Miami-Dade County Island Chiefs Regional Mobile Field Force Unit ("Unit") for the purposes and goals indicated.

The following Law Enforcement Agencies are parties (collectively, the "Parties" or "Agencies" or individually a "Party" or "Agency") to this Agreement:

The City of Aventura Police Department  
 The Village of Bal Harbour Police Department  
 The Town of Bay Harbor Islands Police Department  
 The City of Coral Gables Police Department  
 The Town of Golden Beach Police Department  
 The City of Miami Beach Police Department  
 The Town of North Bay Village Police Department  
 The City of North Miami Police Department  
 The City of North Miami Beach Police Department  
 The Village of Key Biscayne Police Department  
 The City of Sunny Isles Beach Police Department  
 The Town of Surfside Police Department

Additional parties may enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the other Parties and the Florida Department of Law Enforcement.

#### UNIT PURPOSE AND ASSISTANCE TO BE RENDERED:

The purpose of this Agreement is declared to be the coordination of the Agencies' Law enforcement officers to the Unit. Each Agency shall undertake a strategic assessment of their operational capabilities to respond to major spontaneous incidents, special events, or other law enforcement emergency situations necessitating assistance. It is the intent of the Parties to agree upon common training and support functions. In order to provide for operational assistance, each of the Agencies hereby approves and enters into this Agreement whereby each of the Agencies may request and render law enforcement assistance, and providing their field force unit law enforcement officers to the other Agencies during major spontaneous incidents, special events, or other law enforcement emergency situations necessitating assistance that is reasonably necessary to ensure the safety of persons or property within Miami-Dade County, Florida.

The Parties to this Agreement are contributing law enforcement officers and resources in support of the Unit's efforts, with the operations of the Unit being coordinated by each Agency, the field force team Commander, and representatives of participating Unit Agencies.

#### PROCEDURE FOR REQUESTING AND AUTHORIZING OPERATIONAL ASSISTANCE

Execution of this Agreement and continued participation by one or more Agencies shall constitute a general reciprocal, continuing request for, and granting of, operational assistance between the Agencies of the Unit, which shall be considered authorized in accordance with the provisions of this Agreement and Florida Statutes.

- 1) A request for operational assistance shall be made by the incident commander of the requesting Agency, or his/her designee.
- 2) A responding Agency will provide operational assistance, only to the extent that such law enforcement officers and equipment are not required for the adequate protection of the responding Agency's jurisdiction. The Chief of Police of the responding Agency, or his/her designee, shall have the sole authority to determine the amount of law enforcement officers and equipment, if any, available for such operational assistance.
- 3) Whenever the of one Agency law enforcement officers are rendering aid to another Agency pursuant to the authority contained in this Agreement, such law enforcement officers shall have the same powers, duties, rights and immunities as if taking action within their employing police department's jurisdiction.
- 4) Law enforcement officers responding to an operational assistance request shall operate under the direction and authority of the commanding officer of the requesting Agency.
- 5) All wage and disability payments, pensions, workers' compensation claims and medical expenses of responding Agency's law enforcement officers shall be paid by his or her employing Agency, unless the requesting Agency is reimbursed by other Agencies, authorities, persons, or political entities



specifically for the same. However, when the Agency directing the operational assistance is negligent in the command of the situation or the law enforcement officers, the directing Agency will be responsible for costs arising out of any injury to other Agency's law enforcement officers.

6) Each Agency shall be responsible for bearing any costs associated with the loss or damage of its equipment or property used during a Unit operation. However, when the Agency directing the operational assistance is negligent in the command of the situation, the law enforcement officers, or the equipment or property, the directing Agency will be responsible for the costs of loss or damage to responding Agency's equipment or property.

7) Each Agency shall bear all costs associated with any negligent act taken by law enforcement officers of their Agency, unless such act was ordered by the officer directing the operational assistance request. In that case, any civil liability that might arise will be the responsibility of the requesting Agency whose officer was directing the operational assistance situation.

#### JURISDICTION, ORGANIZATION, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal site of Unit activity shall be in Miami-Dade County, only within the jurisdictional boundaries of the Agencies. Law enforcement officers providing services to the Unit shall enjoy full jurisdictional authority anywhere within the jurisdictional bounds of the Agencies, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement only when engaged in Unit operations. Law enforcement officers operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers, unless specifically engaged in approved Unit activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the boundaries of their employing Agency is by reason of this Agreement as provided by the "Florida Mutual Aid Act" and applicable Florida State Statutes. Pursuant to Section 23.127(1), of the Florida State Statutes, designated law enforcement officers of the Agencies participating in the Unit shall, when engaging in authorized mutual cooperation and operational assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as when performing duties inside the political subdivision in which the law enforcement officers is normally employed.

The resources assigned by the responding Agency shall be under the immediate command of a supervising law enforcement officer designated by the responding Agency. Such supervising officer shall be under the command of the commanding officer of the requesting Agency. Wherever a law enforcement officer renders assistance pursuant to this Agreement, the law enforcement officer shall abide by and be subject to the rules and regulations, personnel policies, use of force policies, general orders and standard operating procedures of his/her own Agency. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting Agency, then such rule, regulation, policy, general order or standard operating procedure of the responding Agency shall control and shall supersede the direct order of the superior officer of the requesting Agency. The conflict should be relayed immediately to the superior officer.

#### A. Advisory Board

An advisory board ("Advisory Board") shall be created for the Unit. Upon execution of this Agreement, the Advisory Board will consist of the Chief of Police or his/her designee of each Agency. Each Agency will only have one vote on the Advisory Board. Representation of at least two thirds (2/3) of the

Agencies must be present to have a quorum. The Advisory Board, each year, shall elect an Advisory Board chair person. The chair person will be tasked with creating the meeting agenda and presenting the needs and potential changes for the Unit. The Advisory Board shall oversee the coordination of training of the Unit as well as developing agreed upon standards for the Unit. The Advisory Board shall meet a minimum of two (2) times each year with notice of meetings delivered at least ten (10) days in advance to each Advisory Board member.

#### B. Personnel

Each Agency shall retain full responsibility for compensation, including, but not limited to: liability insurance, retirement benefits, workers' compensation, and discipline of their own law enforcement officers assigned to the Unit.

#### LIABILITY AND COST-RELATED ISSUES:

Each Agency engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Agency's own law enforcement officers while such law enforcement officers are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

Each Agency agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Agency to this Agreement in order to affect the purposes of the Unit and agrees to bear the cost of loss or damage to such equipment, vehicles, or property, except as set forth above and below. The Agencies understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, except under circumstances in which damage or property loss is a result of negligence by the Agency directing the operational assistance and in command of the situation as set forth above and below.

Each Agency furnishing aid pursuant to this Agreement shall compensate its law enforcement officers during the time such aid is rendered and shall defray the actual expenses of its law enforcement officers while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such law enforcement officers are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an law enforcement officers of an Agency when performing the law enforcement officer's duties within the territorial limits of the law enforcement officer's Agency shall apply to the law enforcement officers to the same degree, manner, and extent while such law enforcement officers act under this Agreement.

Each Agency agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Agency to adequately insure such Agency's liability assumed herein. In no event shall such coverage be less than the statutory waiver of sovereign immunity.

#### COMPLAINTS AGAINST UNIT MEMBERS:

Whenever a complaint has been lodged as a result of the Unit's efforts, a designee of the Unit shall ascertain at a minimum:

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

The information will be promptly provided to each affected Agency for administrative review and appropriate handling or disposition by the respective Agency that the complaint was lodged against.

#### COPY TO EACH PARTICIPATING AGENCY:

When this Agreement is fully executed, a copy shall be provided to each participating Agency so that each Agency shall be fully aware of the powers, limitations, and expectations applicable to the Unit and law enforcement officers.

#### TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Agency upon execution by one or more participating Agencies. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be executed in counterparts for dissemination to all Parties, and such counterparts shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Florida Department of Law Enforcement, Mutual Aid Coordinator, P.O. Box 1489, Tallahassee, Florida 32302.

This Agreement shall remain in full force and effect as to all participating Parties until April 1, 2024, unless earlier terminated in writing. Any party may withdraw from this Agreement upon providing written notice to the other Parties, upon sixty (60) day notice.

This Agreement may be renewed by Agreement of the Participating Agencies and execution of a new Agreement. Any written cancellation or extension shall be forwarded to FDLE at the address identified above.

#### **MIAMI-DADE COUNTY ISLAND CHIEFS REGIONAL MOBILE FIELD FORCE MULTI-AGENCY OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT**

**City of Aventura**

\_\_\_\_\_  
Ronald J. Wasson  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Byran Pegues, Chief  
Aventura Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Teresa M. Soroka  
City Clerk  
Aventura, Florida

Date: \_\_\_\_\_

**Village of Bal Harbour**

\_\_\_\_\_  
Jorge Gonzalez  
Village Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Raleigh Flowers, Chief  
Bal Harbour Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dwight Danie  
Clerk  
Bal Harbour, Florida

Date: \_\_\_\_\_

**Town of Bay Harbor Islands**

\_\_\_\_\_  
Juan Jimenez  
Town Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Sean Hemingway, Chief  
Bay Harbor Islands Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Marlene Siegel  
Town Clerk  
Bay Harbor Islands, Florida

Date: \_\_\_\_\_



**City of Coral Gables**

\_\_\_\_\_  
Peter Iglesias  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Edward Hudak, Chief  
Coral Gables Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Billy Urquia  
City Clerk  
Coral Cables, Florida

Date: \_\_\_\_\_

**Town of Golden Beach**

\_\_\_\_\_  
Alexander Diaz  
Town Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Rudy Herbello, Chief  
Golden Beach Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lissette Perez  
Town Clerk  
Golden Beach, Florida

Date: \_\_\_\_\_

**City of Miami Beach**

\_\_\_\_\_  
Jimmy Morales  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel Oates, Chief  
Miami Beach Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rafael Granado  
City Clerk  
Miami Beach, Florida

Date: \_\_\_\_\_

**Town of North Bay Village**

\_\_\_\_\_  
Ralph Rosado  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Collins, Chief  
North Bay Village Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Elora Riera  
Town Clerk  
North Bay Village, Florida

Date: \_\_\_\_\_

**City of North Miami**

\_\_\_\_\_  
Larry Spring Jr.  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Larry Juriga, Chief  
North Miami Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michael Etienne  
City Clerk  
North Miami, Florida

Date: \_\_\_\_\_

**City of North Miami Beach**

\_\_\_\_\_  
Esmond Scott  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
William Hernandez, Chief  
North Miami Beach Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Latimore  
City Clerk  
North Miami Beach, Florida

Date: \_\_\_\_\_



**Village of Key Biscayne**

\_\_\_\_\_  
Andrea Agha  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Charles Press, Chief  
Key Biscayne Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer Medina  
Village Clerk  
Key Biscayne, Florida

Date: \_\_\_\_\_

**City of Sunny Isles Beach**

\_\_\_\_\_  
Christopher Russo  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Dwight Snyder, Chief  
Sunny Isles Beach Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mauricio Betancur  
City Clerk  
Sunny Isles Beach, Florida

Date: \_\_\_\_\_

**Town of Surfside**

\_\_\_\_\_  
Guillermo Olmedillo  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Julio Yero, Chief  
Surfside Police Department

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sandra Novoa  
Town Clerk  
Surfside, Florida

Date: \_\_\_\_\_



## MEMORANDUM

ITEM NO. 3F

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** June 11, 2019

**Subject:** Authorization for Calvin Giordano & Associates (CGA) to Prepare Design-Build Criteria for Request for Proposal (RFP) and Provide Engineering Services and Assistance With Bidding, Design and Construction for Design and Installation of Solar Panels at the Town of Surfside Community Center

Currently, all of the Town of Surfside facilities are serviced by Florida Power and Light (FPL) for electricity needs. In an effort to have better sustainability practice and set a positive example, the Town reviewed all public facilities to determine which will benefit the most through better sustainability practices such as installation of solar panels. As a result, the Town of Surfside Community Center was determined to have the most electrical consumption and solar panel offset needs. This is due to mechanical equipment such as pumps and heaters constantly running to maintain large capacity pools operational. Solar panels are a power generating system that capture energy from the sun to directly produce electricity. The electricity produced can either be stored in battery packs for later use or sold back to electricity provider at a wholesale price. In doing so, less electricity from the grid is being demanded and the credits towards the sell back can generate a cost saving to the Town. Cost saving is generated by offsetting existing electricity being purchased from FPL with sell back earnings generated.

Based on current community center demands and FPL account information, the Community Center averages a total of 390,000 kWh per month. This equals to approximately \$2,900 per month in electrical bill. Solar panels require a surface area for installation. Currently, the Community Center has approximately 6,831 of roof square footage that can be used for solar panel installation. Of the total 6,831 roof square footage, only a percentage will be optimal for solar panel installation due to the following items to be taken into consideration:

- Shadows casted by neighboring structures
- Existing mechanical system on roof top
- Roof structural load calculations allowable capacities

The intent is to maximize allowable usable roof space to provide for optimal solar panel installation. Most solar panel contractors are design-build contractors that perform an

initial assessment of building and recorded documents such as FPL information and construction as-built drawings. Based on gathered information, contractor(s) design a system best suited for the buildings need. The first step in the Design/Build approach to furnish the Town's Community Center with solar panels is to provide a work authorization to Calvin Giordano & Associates (CGA) to prepare Design-Build Criteria along with engineering services, and assistance with bidding, design and construction, to procure a Request for Proposal (RFP) and award the design/build project after procurement of the RFP. Florida Law, specifically the CCNA Statute, requires that Design-Build Criteria be prepared by a Design Build Professional (State of Florida Registered Engineer and/or Architect retained by the Town and under contract) to be included in the RFP for design-build projects. CGA has been approved and retained by the Town to perform engineering services, and has provided Work Authorization No. 117 Surfside Community Center Photovoltaic System CGA Proposal No. 18-1416, to provide the following scope of work as it pertains to preparing Design-Build Criteria and providing engineering services as follows:

- Document Preparation
  - Design Criteria Documents
  - Advertisement/Notice to Bidders
- Bidding Assistance
  - Attend pre-bid conference and provide minutes
  - Answer request for Information (RFI's) from bidders
  - Attend bid opening
  - Evaluate qualification for bidders and provide recommendation
- Post Award Services
  - Provide comments to design review at 30%, 60%, 90% and 100% submittals, permit reviews, and design progress meetings
  - Provide construction management services and coordination as necessary
  - Attend and conduct pre-construction meeting with meeting minutes
  - Show Drawing review and coordination
  - Attend construction meetings (up to 4) and take meeting minutes
  - Provide engineering services during construction process such as RFI clarification and interpretations
  - Provide construction supervision
  - Substantial and final Inspections
- General Project Management Services

The total not to exceed cost for engineering services as per the CGA proposal is \$57,363.41. The Town has within the approved 2019 fiscal year budget a total of \$100,000 for Plans/Studies and Engineering Services under Capital Improvement Project titled Turnkey Solar Power System and earmarked an additional \$525,000 for construction in the proposed 2020 fiscal year budget. CGA services will be managed by the Public Works Department. Staff recommendation is for the Town Commission to approve CGA Work Authorization No. 117 Surfside Community Center Photovoltaic System CGA Proposal No. 18-1416 for the preparation of Design Build Criteria and

engineering services as outlined above and approve construction funds for the 2020 fiscal year.

Reviewed by

Prepared by

RS  
HG

**RESOLUTION NO. 2019- \_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 117 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR A PHOTOVOLTAIC SYSTEM AT THE SURFSIDE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act), the Town of Surfside (“Town”) entered into a Continuing Professional Services Agreement (the “Agreement”) with Calvin Giordano & Associates, Inc. (“Consultant”) for professional general architectural, engineering, and surveying and mapping services on October 6, 2014; and

**WHEREAS**, in accordance with the provisions of the Agreement, Consultant and the Town have agreed to enter into Work Authorization No. 117 (“Work Authorization”) attached hereto as Exhibit “A”, authorizing the Consultant to provide professional engineering services in connection with the preparation of design criteria and electrical engineering services for the solicitation of design-build services for the installation of a photovoltaic system at the Surfside Community Center, including assistance with bidding, design and construction of the photovoltaic system (“Services”); and

**WHEREAS**, the Work Authorization attached as Exhibit “A” provides for a scope of services detailing the Services to be provided by Consultant, as well as compensation for the Services in an amount not to exceed \$57,363.41; and

**WHEREAS**, Consultant has agreed to provide the Services described in the Work Authorization to be entered into with the Town; and



**WHEREAS**, the Town Commission finds that approval of the Work Authorization between Consultant and the Town 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 incorporated into this Resolution by this reference.

**Section 2. Approval of Work Authorization.** The Work Authorization of the Consultant to provide the Services attached hereto as Exhibit “A,” as acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved. The Town Manager is authorized to execute the Work Authorization attached hereto as Exhibit “A” on behalf of the Town.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

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

PASSED AND ADOPTED this 11th day of June, 2019.

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

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

Attest:

---

Daniel Dietch, Mayor

---

Sandra Novoa, MMC  
Town Clerk

Approved as to Form and Legal Sufficiency:

---

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



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™

Building Code Services  
Civil Engineering / Roadway  
& Highway Design  
Coastal Engineering  
Code Enforcement  
Construction Engineering &  
Inspection (CEI)  
Construction Services  
Data Technologies &  
Development  
Electrical Engineering  
Engineering  
Environmental Services  
Facilities Management  
Geographic Information  
Systems (GIS)  
Governmental Services  
Indoor Air Quality  
Landscape Architecture  
Planning  
Project Management  
Redevelopment  
& Urban Design  
Surveying & Mapping  
Traffic Engineering  
Transportation Planning  
Water / Utilities Engineering  
Website Development

1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL  
33316  
954.921.7781 phone  
954.921.8807 fax

[www.cgasolutions.com](http://www.cgasolutions.com)

May 16, 2019

Mr. Rosendo Prieto  
Building Official  
**TOWN OF SURFSIDE**  
9293 Harding Avenue  
Surfside, FL 33154

**RE: Work Authorization No. 117**  
**Surfside Community Center Photovoltaic System**  
**CGA Proposal No. 18-1461**

Dear Mr. Prieto,

Enclosed for your review and approval is Work Authorization No. 117 for Surfside Community Center Photovoltaic System.

The Scope of Services to be furnished under this Work Authorization includes Electrical Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$57,363.41.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

Chris Giordano  
Vice President

## **TOWN OF SURFSIDE**

### **Surfside Community Center Photovoltaic System**

#### **PROJECT DESCRIPTION**

##### **1. SCOPE OF SERVICES**

Calvin, Giordano & Associates, Inc. is pleased to provide this proposal for professional consulting services to assist the owner in preparing design criteria and an RFQ document for the solicitation of design-build services for the addition of a Photovoltaic System to the Surfside Community Center and to subsequently provide assistance through bidding, design, and construction of the Photovoltaic System. The proposed services include the coordination between the contractor(s), the Town of Surfside, and the building department. Please note that this proposal has been developed with the understanding that the project will be designed and constructed simultaneously and in one phase. The specific services offered herein are outlined below:

##### **I. Professional Engineering Services**

###### **A. Electrical Engineering**

###### **1. Document Preparation**

- Prepare and submit Request for Proposal (RFP) solicitation document consisting of the following:
  - Design Criteria Documents - CGA will prepare conceptual electrical details and renderings in order to provide general guidance for the design-build project.
  - Advertisement/Notice to Bidders, Instructions to Bidders, and Request for Qualifications (RFQ) documents

###### **2. Bidding Assistance**

- Attend pre-bid conference to be administered and conducted by the Town
  - Prepare pre-bid conference agenda for distribution.
  - Provide pre-bid conference minutes for distribution.
- Prepare written responses to Requests for Information (RFI's) from prospective bidders
  - Includes preparation and issuance of response addenda and associated documents
- Attend bid opening.
- Evaluate the qualifications of bidders and submit recommendations

### 3. Post Award Services

- Provide comments to design review of 30%, 60%, 90%, and 100% submittals, permit reviews, and design progress meetings
- Design Coordination and oversight
- Provide construction management services and coordination as necessary.
- Pre-Construction Meeting
  - Attend pre-construction meeting with contractor and Town's representatives.
  - Conduct pre-construction meeting, then prepare minutes and addenda, as well as distribute to all participants.

- Shop Drawing Review
  - Receive and review shop drawings. Return shop drawings and submittals in accordance with the contract documents. This includes one (1) initial review and one (1) review following any revisions. It is anticipated that up to four (4) shop drawings are included in the Shop Drawing Review item.
- Construction Meetings
  - Attend periodic construction meetings (up to 4 meetings total) with the contractor, Town, and/or regulatory agencies.
  - Prepare and distribute construction meeting minutes.
- Construction Clarification
  - Respond in writing to as many as four (4) Request for Information (RFI) during the 4 week construction period. We will issue interpretation and clarifications of the Contract Documents, along with associated support materials. These interpretations will be rendered and a responses prepared and submitted.
- Construction Supervision - Perform field walk-through observations and provide comments as necessary.
- Substantial & Final Inspections
  - Assist the Town's construction manager in the preparation and distribution of punch list.

**4. General Project Management Services**

- Perform field investigation to determine the conditions and characteristics of the existing infrastructure at the site and identify suitable areas to upgrade, repair, and/or harden.
- Provide coordination with contractor and the Town during the design-build contract.

**2. BASIS OF COMPENSATION:**

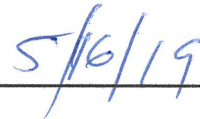
Hourly rates with an estimated fee of \$54,631.82 plus reimbursables at \$2,731.59 with a total not to exceed amount of \$57,363.41. Payments to be made monthly.

**3. SUBMITTED**

Submitted by: \_\_\_\_\_

  
Chris Giordano

Date: \_\_\_\_\_



**4. APPROVAL**

Approved by: \_\_\_\_\_

Rosendo Prieto, Building Official

Date: \_\_\_\_\_



Work Authorization No. 117

May 16, 2019

Calvin, Giordano & Associates, Inc. Proposal No. 18-1461

**TOWN OF SURFSIDE  
WORK AUTHORIZATION ESTIMATE DATE**

**WORK AUTHORIZATION NO.** 117  
**PROJECT NAME** Surfside Community Center Photovoltaic  
System  
CGA Proposal No. 18-1461

**DESCRIPTION**

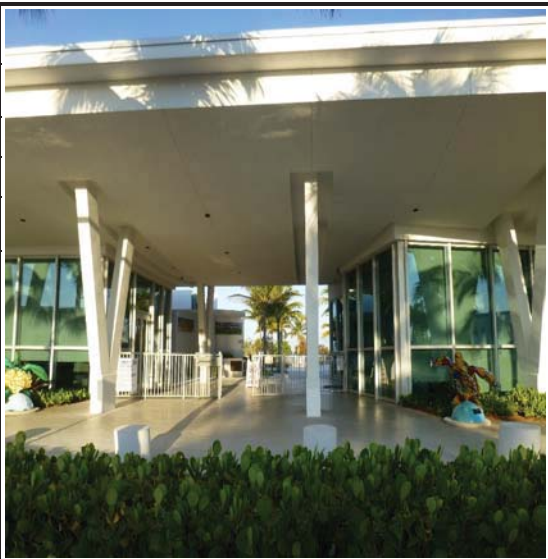
<b>TITLE</b>	<b>RATE</b>	<b>HOURS/UNITS</b>	<b>COST</b>
Construction Management Director	\$147.58	62	\$9,149.96
Director Engineering V	\$184.48	16	\$2,951.68
Eng Sr CADD Tech Manager	\$122.99	16	\$1,967.84
Project Manager IV	\$159.89	226	\$36,135.14
Sr Inspector	\$110.68	40	\$4,427.20
			<b>\$54,631.82</b>

<b>SUB-CONSULTANTS</b>	<b>COST</b>
------------------------	-------------

<b>LABOR SUBTOTAL</b>	<b>\$54,631.82</b>
<b>REIMBURSABLE SUBTOTAL</b>	<b>\$2,731.59</b>
<b>TOTAL</b>	<b>\$57,363.41</b>

Reviewed by: \_\_\_\_\_  
Rosendo Prieto, Building Official

## Capital Improvement Project

Project	Turnkey Solar Power System	
Location	Community Center	
Priority	Moderate	
Department	Public Works	
<b>Description/Justification</b> Installation of a turnkey solar power system at the community center.		

PROJECT COSTS	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Five Year Total	Prior Fiscal Years
Plans and Studies	10,000					\$10,000	
Land/Site							
Engineering/Architecture	75,000					\$75,000	
Construction		525,000				\$525,000	
Equipment							
Other	15,000					\$15,000	
<b>TOTAL COST</b>	<b>\$100,000</b>	<b>\$525,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$625,000</b>	<b>\$0</b>

FUNDING SOURCES	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Five Year Total	
Capital Project Fund - General Fund	100,000	525,000				\$625,000	
						\$0	
						\$0	
<b>TOTAL</b>	<b>\$100,000</b>	<b>\$525,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$625,000</b>	

ANNUAL OPERATING IMPACT	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Five Year Total	
Personnel						\$0	
Operating						\$0	
Capital Outlay						\$0	
Other						\$0	
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	



## MEMORANDUM

ITEM NO. 3G

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 11, 2019  
**Subject:** IT Infrastructure Upgrades

---

The Town's current virtual server infrastructure was purchased in 2013 and is running low on storage space. The existing environment houses a domain controller, e-mail server, file share, and the Parks and Recreation Department's application server. Due to the age of the hardware, and the limited expansion capability of the current system, the IT Department recommends replacing it with a new hardware solution consisting of multiple hosts and a storage array for redundancy and clustering capability.

The additional processing power and storage will allow for expansion of the current servers and the introduction of any newly required servers. This proposed server environment will provide the required upgraded network switches to support 10Gig ethernet capability for the servers. All equipment would be purchased with 3-year warranty periods, requiring no additional recurring costs.

The Town's current hardware is running out of storage space. This will limit expansion for the current servers and future server needs. The hardware and software are reaching end-of-life, making it difficult to get warranty coverage and updates.

The not to exceed expenditure of \$75,000 was approved in this fiscal year's budget under General Fund / Capital Projects.

This assignment is covered under the Town's agreement with Calvin, Giordano & Associates for IT services with the purchase following the competitive procurement obtained by the State of Florida.

The accompanying resolution authorizes the Town Manager to purchase the equipment in the not to exceed amount of \$75,000 for IT infrastructure upgrades as presented.

Reviewed by

Prepared by

*[Handwritten signatures: JET, EW, JF]*

**RESOLUTION NO. 19 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF IT INFRASTRUCTURE UPGRADES EQUIPMENT FROM DELL TECHNOLOGIES, INCLUDING SERVER AND STORAGE UPGRADES FOR THE TOWN, AND AUTHORIZING THE EXPENDITURE OF FUNDS NOT TO EXCEED \$75,000.00 FROM THE GENERAL FUND, CAPITAL PROJECTS, FISCAL YEAR 2018/2019 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) is seeking to purchase IT Infrastructure Upgrades, including server and storage equipment upgrades (“Equipment”), for its operations and in order to provide for a new hardware solution consisting of multiple hosts and storage capacity; and

**WHEREAS**, Dell Technologies has provided the attached Quote for the Equipment at a cost not to exceed \$75,000, with terms and pricing set forth in the Quote attached hereto as Exhibit “A”; and

**WHEREAS**, competitive procurement and terms and pricing for the Equipment has been obtained through the State of Florida Contract No. 43211500-WSCA-15-ACS, which terms and pricing are attached hereto as Exhibit “B”; and

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

**WHEREAS**, it is in the best interest of the Town to approve and authorize the purchase of the Equipment and expenditure of funds not to exceed \$75,000.00 from the General Fund, Capital Projects Fiscal Year 2018/2019 budget.

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

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

**Section 2. Authorization to Purchase Equipment and Approval to Expend Funds.** The purchase of the Equipment is hereby approved and the Town Manager is authorized to expend

an amount not to exceed \$75,000.00 for the purchase of the Equipment from the General Fund, Capital Projects Fiscal Year 2018/2019 Budget.

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

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

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of June, 2019.

Motion by: \_\_\_\_\_,

Second by: \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

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

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

**ATTEST:**

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

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

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

**EXHIBIT “A”**

**QUOTE/PURCHASE ORDER**



## A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000036822035.8</b>	<b>Sales Rep</b>	Angela Curry
<b>Total</b>	<b>\$74,982.56</b>	<b>Phone</b>	(800) 456-3355, 5130632
<b>Customer #</b>	15237228	<b>Email</b>	Angela_Curry@Dell.com
<b>Quoted On</b>	May. 10, 2019	<b>Billing To</b>	PAYABLE ACCOUNTS
<b>Expires by</b>	Jun. 09, 2019		TOWN OF SURFSIDE
<b>Solution ID</b>	10909541		9293 HARDING AVE
<b>Deal ID</b>	15906573		SURFSIDE, FL 33154-3009

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Angela Curry

### Shipping Group

Shipping To	Shipping Method	Install At
JOSE FELIZ TOWN OF SURFSIDE TOWN HALL 9293 HARDING AVE SURFSIDE, FL 33154-3009 (305) 861-4863	Standard Delivery	TOWN OF SURFSIDE  ( ) -

Product	Unit Price	Qty	Subtotal
Dell EMC SCv3020 - [amer_scv3020_12391]	\$18,400.95	1	\$18,400.95
Data Domain 3300 - [amer_dd3300_13186]	\$18,543.87	1	\$18,543.87
Dell Networking N4000 Series Switches - [dellstar_1020]	\$5,825.35	2	\$11,650.70
PowerEdge R340 - [amer_r340_13158]	\$4,110.20	1	\$4,110.20
PowerEdge R640 - [amer_r640_12232]	\$11,138.42	2	\$22,276.84



---

<b>Subtotal:</b>	<b>\$74,982.56</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$74,982.56</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

---

<b>Total:</b>	<b>\$74,982.56</b>
---------------	--------------------

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

JOSE FELIZ  
TOWN OF SURFSIDE  
TOWN HALL  
9293 HARDING AVE  
SURFSIDE, FL 33154-3009  
(305) 861-4863

### Shipping Method

Standard Delivery

### Install At

TOWN OF SURFSIDE

( ) -

			Qty	Subtotal
<b>Dell EMC SCv3020 - [amer_scv3020_12391]</b>		<b>\$18,400.95</b>	<b>1</b>	<b>\$18,400.95</b>
Estimated delivery if purchased today: May. 31, 2019 Contract # WN08AGW Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
SCv3020 3Ux30 Drive Storage Array	210-ALVZ	-	1	-
SCv30X0 Dual Controller Components	449-BBLE	-	1	-
No Mezzanine Card	403-BBPD	-	1	-
No Mezzanine Card	403-BBPD	-	1	-
IO, 10Gb iSCSI, 4 port, PCI-E, SFP+ w/o Optics, Full Height	406-BBLZ	-	1	-
IO, 10Gb iSCSI, 4 port, PCI-E, SFP+ w/o Optics, Full Height	406-BBLZ	-	1	-
SHIP,SCV3020,DAO	340-BSDI	-	1	-
Dell SC Storage Reg Label	389-BJUC	-	1	-
Storage Center Core Software Bundle, Base License	634-BJUI	-	1	-
SSN License	634-BKCL	-	1	-
Storage Protection Bundle, Software License (Includes: RIRA, Live Volume, Replay Manager)	634-BKCN	-	1	-
Redundant Power Supply, 1378W, C20	450-AGJN	-	1	-
Rack rail, 2Us, Static	770-BBUJ	-	1	-
SC Bezel	350-BBKJ	-	1	-
Dell Hardware Limited Warranty	814-3780	-	1	-
ProSupport Mission Critical: 7x24 HW/SW Technical Support and Assistance,3 Years	814-3783	-	1	-
ProSupport Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch,3 Years	814-3784	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy Dell Storage SC Series vXXXX SAN up to 8 hosts - Deployment	805-2824	-	1	-
ProDeploy Dell Storage SC Series vXXXX SAN - Deployment Verification	805-2826	-	1	-
ProSupport for Software: 7X24 Storage Protection Bundle, 3 Years	815-3900	-	1	-
US Order	332-1286	-	1	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter	470-AAGN	-	4	-

SC, 1.2TB, SAS, 12Gb, 10K, 2.5", HDD	400-AVKS	-	10	-
Hard Drive Filler 2.5in, single blank	400-AEPR	-	20	-
Power Cord, 125V, 20A, NEMA 5-20 to C19, 10 feet	450-AFEU	-	2	-
			<b>Qty</b>	<b>Subtotal</b>
<b>Data Domain 3300 - [amer_dd3300_13186]</b>		<b>\$18,543.87</b>	<b>1</b>	<b>\$18,543.87</b>

Estimated delivery if purchased today:

May. 31, 2019

Contract # WN08AGW

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Data Domain 3300 Appliance	210-AQVT	-	1	-
Module,Information,Electro Mechanical Compatible,PSNT	329-BDWH	-	1	-
DD3300 Branding	350-BBST	-	1	-
Data Domain 3300 16TB 2Power Supply Unit 10Gbase-T	321-BDVI	-	1	-
Data Domain 3300 16TB License 3 Years Maintenance	528-BDBO	-	1	-
ProSupport w/ Next Business Day, Software Support, 3 Years	821-4238	-	1	-
Dell Hardware Limited Warranty 1 Year	821-3987	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	821-4052	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis, 1 Year	821-4057	-	1	-
ProSupport 7x24 HW Tech Support and Assistance, 3 Years	821-4063	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy Dell EMC Data Domain Appliance	821-4266	-	1	-
ProDeploy Dell EMC Data Domain Appliance Deployment Verification	821-4269	-	1	-
DD3300 Shipping	340-CHLU	-	1	-
DD3300 Software v1.0 Factory Installed	658-BDZL	-	1	-
PowerEdge R740 Shipping Material	343-BBFU	-	1	-
iDRAC9,Enterprise for DD3300/DP4400	385-BBNZ	-	1	-
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	450-AALV	-	2	-
			<b>Qty</b>	<b>Subtotal</b>
<b>Dell Networking N4000 Series Switches - [dellstar_1020]</b>		<b>\$5,825.35</b>	<b>2</b>	<b>\$11,650.70</b>

Estimated delivery if purchased today:

May. 20, 2019

Contract # WN08AGW

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell Networking N4032F, 24x 10GbE SFP+ Ports, 1x Modular bay, 2x AC PSU, IO to PSU Airflow	210-ABVT	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-
Documentation Kit, N4000 Series Switch	340-AGNR	-	2	-
US Order	332-1286	-	2	-
Dell Hardware Limited Warranty Initial Year	966-6411	-	2	-
Dell Hardware Limited Warranty Extended Year(s)	966-6413	-	2	-
Lifetime Limited Hardware Warranty with Basic Hardware Service Next	966-6417	-	2	-

Business Day Parts Only on Your Network Switch

Software Support,NW,90 Day	966-6423	-	2	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	966-6424	-	2	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	966-6428	-	2	-
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	966-6476	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
ProDeploy Dell Networking L3 N Series 4XXX Switch - Deployment Verification	805-2383	-	2	-
ProDeploy Dell Networking N Series 4XXX Switch - Deployment	821-5791	-	2	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter	470-AAGN	-	8	-
			<b>Qty</b>	<b>Subtotal</b>
<b>PowerEdge R340 - [amer_r340_13158]</b>		<b>\$4,110.20</b>	<b>1</b>	<b>\$4,110.20</b>

Estimated delivery if purchased today:

May. 29, 2019

Contract # WN08AGW

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R340 Server	210-AQUB	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
2.5" Chassis with up to 8 Hot Plug Hard Drives	321-BDUW	-	1	-
PowerEdge R340 Shipping	340-CHIJ	-	1	-
Intel Xeon E-2136 3.3GHz, 12M cache, 6C/12T, turbo (80W)	338-BPYX	-	1	-
Heatsink for 80W or less CPU	412-AAPW	-	1	-
2666MT/s UDIMMs	370-AEKM	-	1	-
Performance Optimized	370-AAIP	-	1	-
RAID 1	780-BCDN	-	1	-
PERC H730P Adapter RAID Controller, 2GB	405-AANW	-	1	-
On-Board LOM	542-BBBP	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
OME Server Configuration Management	528-BBWT	-	1	-
No Internal Optical Drive for x4 and x8 HDD Chassis	429-ABBF	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BCWN	-	1	-
Standard Bezel	325-BCHH	-	1	-
Dell EMC Luggage Tag	350-BBSD	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
Dual, Hot Plug, Redundant Power Supply (1+1), 550W	450-AGUJ	-	1	-
OpenManage DVD Kit, Poweredge R340	631-ABWE	-	1	-
Windows Server 2019 Standard,16CORE,FI,No Med, No CAL, Multi Language	634-BSFE	-	1	-
Windows Server 2019 Standard,16CORE,Media Kit, Multi Language	634-BSGL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
US Order	332-1286	-	1	-
PowerEdge R340 Motherboard, V2	329-BEIM	-	1	-

PowerEdge R340 Shipping Material for 2.5" Chassis	340-CJRD	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
PCIe Riser, 1x FH x8 PCIe Gen3 slot, 1x LP x4 PCIe Gen3 slot, R240/R340	330-BBMH	-	1	-
Dell Hardware Limited Warranty Plus On Site Service	822-7640	-	1	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	822-7644	-	1	-
ProSupport: 7x24 HW/SW Tech Support and Assistance, 3 Years	822-7657	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
iDRAC Service Module (ISM), Pre-Installed in OS	379-BCQW	-	1	-
16GB 2666MT/s DDR4 ECC UDIMM	370-AEKL	-	2	-
480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD, 2628 TBW	400-AZUT	-	2	-
Intel X710 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile	555-BCKN	-	1	-
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	450-AALV	-	2	-
5-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	634-BSFN	-	1	-

#### PowerEdge R640 - [amer\_r640\_12232]

Estimated delivery if purchased today:

Jun. 03, 2019

Contract # WN08AGW

Customer Agreement # 43211500-WSCA-15-ACS

**\$11,138.42** **Qty 2** **Subtotal \$22,276.84**

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R640 Server	210-AKWU	-	2	-
PowerEdge R640 Motherboard	329-BDKC	-	2	-
No Trusted Platform Module	461-AADZ	-	2	-
2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	321-BCQJ	-	2	-
PowerEdge R640 Shipping	340-BKNE	-	2	-
PowerEdge R640 x8 Drive Shipping Material	343-BBEV	-	2	-
Intel Xeon Silver 4110 2.1G, 8C/16T, 9.6GT/s , 11M Cache, Turbo, HT (85W) DDR4-2400	338-BLUQ	-	2	-
Intel Xeon Silver 4110 2.1G, 8C/16T, 9.6GT/s , 11M Cache, Turbo, HT (85W) DDR4-2400	374-BBPN	-	2	-
DIMM Blanks for System with 2 Processors	370-ABWE	-	2	-
Standard 1U Heatsink	412-AAIQ	-	2	-
Standard 1U Heatsink	412-AAIQ	-	2	-
2666MT/s RDIMMs	370-ADNU	-	2	-
Performance Optimized	370-AAIP	-	2	-
RAID 1	780-BCDN	-	2	-
PERC H740P RAID Controller, 8GB NV Cache, Mini card	405-AAMS	-	2	-
Windows Server 2019 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALs, Multi Language	634-BSFD	-	2	-
Windows Server 2019 Datacenter,16CORE,Media Kit, Multi Language	634-BSGG	-	2	-

iDRAC9, Express	385-BBKS	-	2	-
iDRAC Group Manager, Disabled	379-BCQY	-	2	-
iDRAC,Factory Generated Password	379-BCSF	-	2	-
Riser Config 2, 3x16 LP	330-BBGN	-	2	-
Intel X710 Quad Port 10GbE SFP+, rNDC	555-BCKP	-	2	-
No Internal Optical Drive for x4 and x8 HDD Chassis	429-ABBF	-	2	-
8 Standard Fans for R640	384-BBQJ	-	2	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-ADWS	-	2	-
Standard Bezel	325-BCHH	-	2	-
Dell EMC Luggage Tag	350-BBJS	-	2	-
Quick Sync 2 (At-the-box mgmt)	350-BBKC	-	2	-
Performance BIOS Settings	384-BBBL	-	2	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	2	-
Energy Star	387-BBMK	-	2	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BBBC	-	2	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	2	-
US Order	332-1286	-	2	-
iDRAC Service Module (ISM), Pre-Installed in OS	379-BCQW	-	2	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9255	-	2	-
ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-9259	-	2	-
ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 3 Years	813-9265	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
On-Site Installation Declined	900-9997	-	2	-
32GB RDIMM 2666MT/s Dual Rank	370-ADNF	-	8	-
240GB SSD SATA Mixed Use 6Gbps 512e 2.5in Hot Plug S4610 Drive	400-BDSS	-	4	-
5-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	634-BSFN	-	2	-
10-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	634-BSFS	-	6	-
Intel Ethernet I350 Dual Port 1GbE BASE-T Adapter, PCIe Low Profile	540-BBDB	-	2	-
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	450-AALV	-	4	-

<b>Subtotal:</b>	<b>\$74,982.56</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$74,982.56</b>

## Important Notes

---

### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: [Dell's Terms of Sale](#), which include a binding consumer arbitration provision and incorporate Dell's U.S. [Return Policy](#) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type S](#).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at (["Satisfaction Guarantee"](#)) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.





## MEMORANDUM

ITEM NO. 3H

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** June 11, 2019

**Subject:** Ring.com MOU Agreement authorizing Surfside Police access to Ring Security System videos through their shared Law Enforcement Portal.

The Town of Surfside Police Department continually strives to maximize efficiency in our ability to prevent criminal activity and provide the highest level of police service to the community. Technology is more than ever becoming a central part of police investigations. The Surfside Police Department wishes to partner with Ring LLC to access the Neighbors Portal to communicate with Ring Users of the Neighbors App and encourage community engagement as we work together to keep Surfside safe.

Neighbors by Ring app ("Neighbors App") is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android). The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood. As part of the program, designated Surfside Police personnel may:

- Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
- Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

Over 300 homes in the Town of Surfside currently utilize the services of the Ring Security System to provide video surveillance of the curtilage of their properties. The homeowners must authorize Ring.com to utilize their video and to also provide commentary in the Neighbors by Ring Program. Law Enforcement Entities that execute an MOU with Ring.com may access the Law Enforcement Portal through the Neighbors Ring Application to review the stored videos provided by homeowners and review homeowner comments regarding real time crime and safety events. These videos and commentary may prove useful in solving crimes and reducing criminal activity. Police Departments may also post information relating to critical incidents and other incidents in the Neighbors Ring Application to keep Ring users informed regarding matters in their neighborhoods.

Ring will not provide any customer personal information, including video footage, to the police department without the prior consent of the owner or properly issued legal process that complies with federal and state law, as applicable. The Surfside Police Department agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with public safety/police matters.

Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

There are no associated costs to participate in the Neighbors by Ring Program. Law Enforcement Agencies access the stored videos via a secured internet website hosted by Ring.com.

Staff recommends a motion to approve a resolution authorizing the Surfside Police Department and Neighbors by Ring agreement.

Reviewed by: Chief Julio Yero

Prepared by: Lieutenant John Healy



Neighbors by Ring

# Neighborhood security powered by millions.



★★★★★ 4.8, 68.5K Ratings\*

Trusted by millions of neighbors.

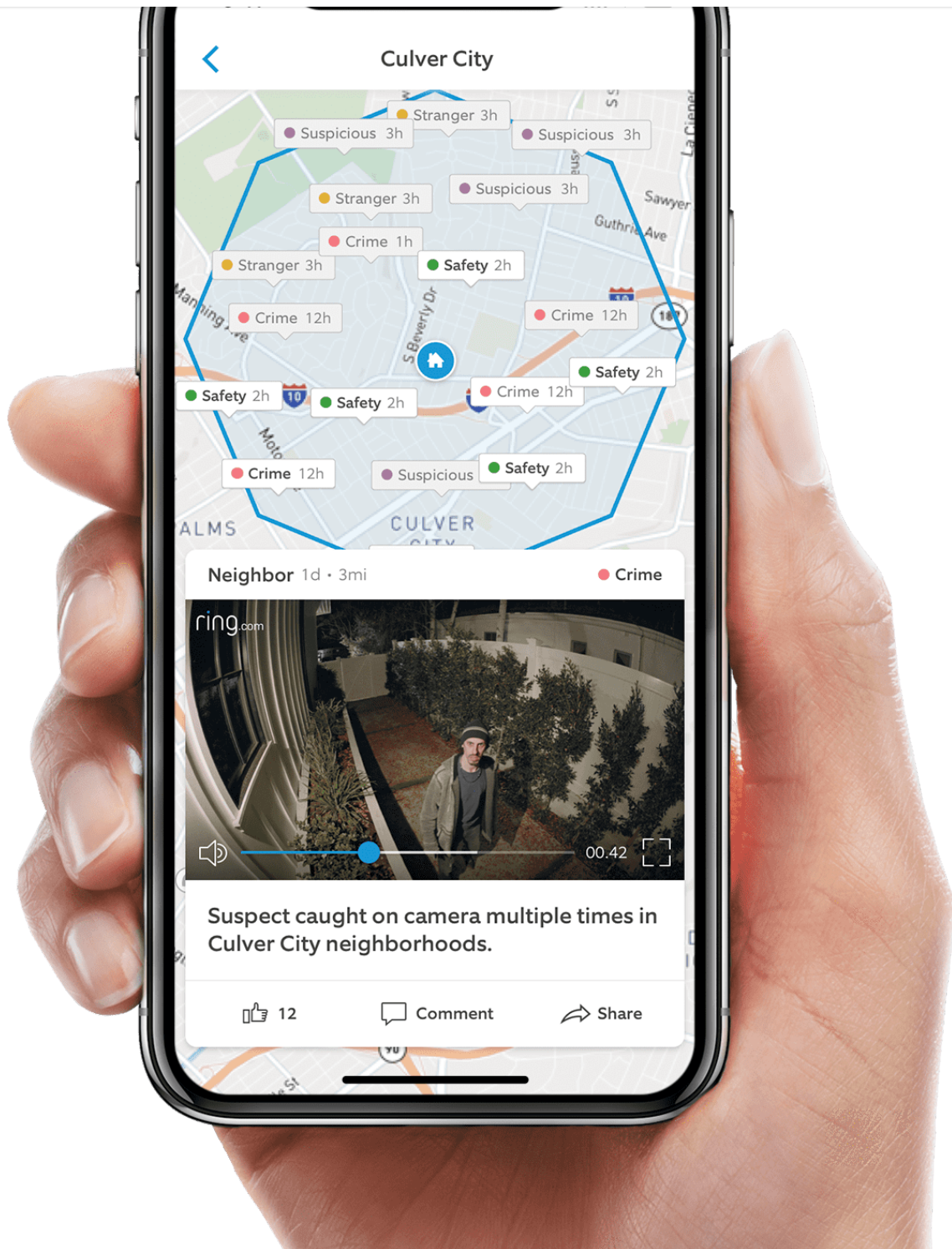


## The New Neighborhood Watch

# Neighborhood security in your hands.

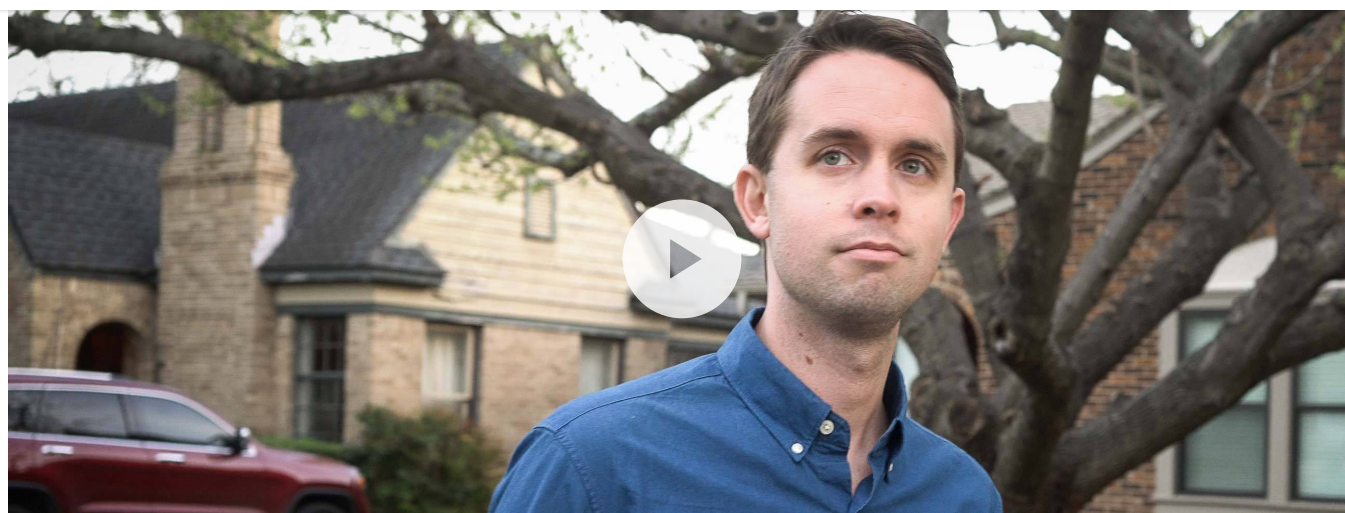
Get real-time crime and safety alerts from your neighbors and local law enforcement. Always know when and where crime happens in your area, and share updates to keep you and your community safe. Together we can create stronger communities, just like the neighbors below.





## Crime

Neighbors put an end to local crime spree.



“The app has a strong effect of bringing neighbors together by sharing information and creating a sense of community.”

**Trey Nash**  
Dallas Resident

## Safety

# Communities pull together during disaster.

The Woolsey Fire devastated numerous communities in California. But as residents fled the flames, the Neighbors App kept them informed and connected with real-time updates from their communities.



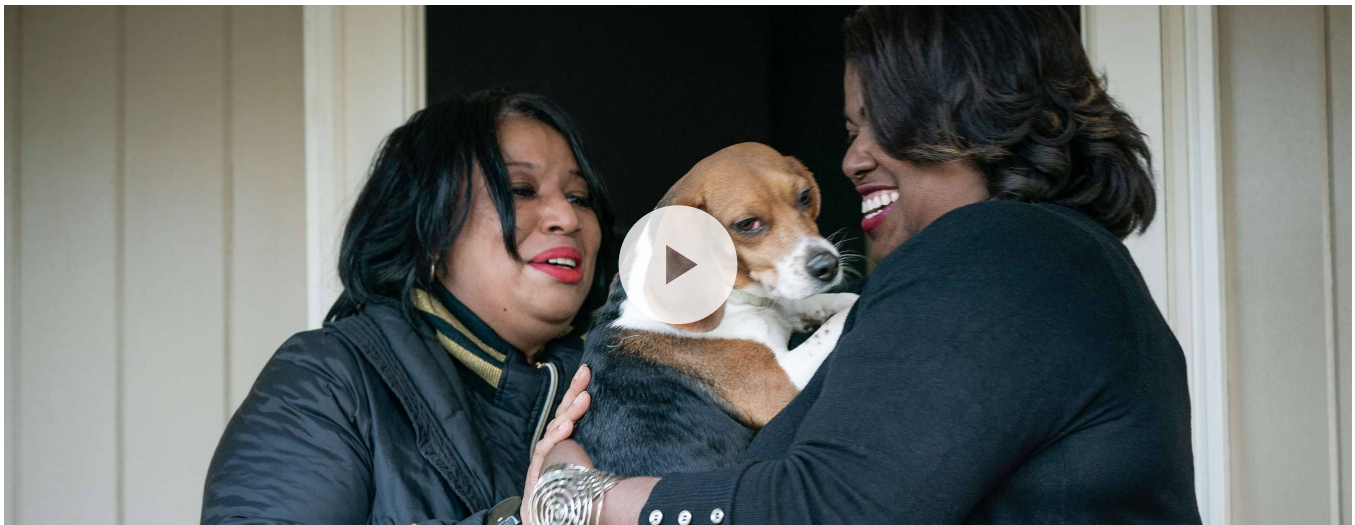


Oak Park Resident

## Lost & Found

# Pets head home with help from neighbors.

Charlie is a helpful beagle who provides support to autistic kids in Atlanta. After going missing for three weeks, Charlie was tracked down and returned to her owner by helpful community members using the Neighbors App.



“My neighbors can be the eyes and ears when I’m not around. To have a positive ray of hope, of community support was amazing.”

**Telease Allen**  
Charlie’s Mom

## Partnerships

# Partner with law enforcement for safer communities.



“We have chosen to become a part of the conversation that is already going on with the Neighbors App. I think of it as a table; all of the neighbors in the neighborhood are sitting around a table; we have pulled up a chair to that table.”

**Sgt. Craig Herrmann**  
Shawnee, KS

**Your neighbors are already here.**

## Join them to create safer neighborhoods.



★★★★★ 4.8, 68.5K Ratings\*

Trusted by millions of neighbors.







## Community Programs

# Safer neighborhoods start with Ring.

We can always do more to help out communities in need, so our efforts don't stop with the Neighbors App. Our team partners with HOAs, block watches and other community groups to help reduce crime in neighborhoods.

[Learn More](#)

# Frequently Asked Questions

## [Still Have Questions?](#)

### How does the Neighbors App work?

The Neighbors App uses your address to create a radius around your home. If anyone shares an alert on the App about crime or safety within that radius, you'll get a notification on your phone and tablet. Conversely, if you share an alert on the App about a crime or safety issue in your radius, your neighbors will also get a notification on their phones and tablets. You can then comment on these alerts to provide additional information about local issues, give tips to avoid affected areas, share photos or videos to help neighbors stay on the lookout, etc.

You can narrow your radius to only focus on hyper-local issues. Or if you live in a more rural location, you can expand your radius to include nearby communities and landmarks.

---

### What can I post on the Neighbors App?

Before posting on the Neighbors App, be sure to view our Community Guidelines to see what types of posts and comments are permitted. Our aim is to keep Neighbors content and conversations focused on crime and safety while allowing for constructive and open communication between community members.

guidance, encouraging users to carefully consider the behavior that made them suspicious of others and whether such suspicion is reasonable, and not post pictures or videos of people taken where they had a reasonable expectation of privacy without their knowledge or consent (for example, users should not post photos or videos of their neighbor's backyard).

Users also have the power to flag incorrect or inappropriate content on Neighbors directly in the App. Our team reviews flagged posts, and if the content violates one of our Community Guidelines, it will be removed from the content feed. When we deny posts as part of our pre-moderation process, we send an email to the Neighbors user who submitted the post to let them know why. By educating our users on why their post did not make it to their feed, we reinforce our guidelines and help our users make responsible decisions.

---

## How is my information and content kept private on the Neighbors App?



Ring will continue to innovate on behalf of our customers to help make neighborhoods safer. We will do so with our customers, their privacy and the security of their information at the top of our priority list. We know that our customers place a huge amount of trust in us, and we have every intention of continuing to earn that trust.

Users have full control of who views their Ring footage. Only the content that a user chooses to make publicly available on Neighbors (by posting it to the App) can be viewed via the Neighbors App or by local law enforcement. Users can choose to share text updates, photos and videos taken on any device, including but not limited to Ring's home security devices. Only content that a Neighbors user chooses to share on the Neighbors App is publicly accessible through the Neighbors App or by your local law enforcement. Ring does not view or share a user's videos that are not posted to the App without the user's express permission or a valid and binding legal demand properly served on us.

## How does the Neighbors App work with law enforcement?



Neighbors partners with local law enforcement so they can share official, important crime and safety updates and work together with their local community to build trust and make neighborhoods safer. We are proud to have partnerships with many law enforcement agencies across the country. When new law enforcement agencies come on board, we announce the partnership in-app via a regional announcement so users are aware. We've also taken care to design these partnerships in a way that keeps users in control.

When using Neighbors, law enforcement see the same interface that all users see; the content is the same, the exact locations of posts are obfuscated, and the user's personal identity is not displayed. There are two key differences, though: 1) law enforcement can view public posts from within their jurisdiction (instead of just their 'neighborhood') and 2) law enforcement posts are identified so users can clearly see that they are the source of the content. This means that posts or comments made by law enforcement are clearly marked with their official title and name.

Law enforcement can only view the publicly available content in the Neighbors App, unless a user explicitly and voluntarily chooses to share their own recordings with law enforcement. Exact locations of devices and user information are never provided to law enforcement without a user's express permission or a valid and binding legal demand properly served on us.

Law enforcement can request information from users within their jurisdiction (Ring sends the official request to users). Law enforcement must reference a relevant case number in order to make a request within a specific, limited time range and area. Ring will then ask a targeted group of users in that area if they are willing to share any relevant footage with law enforcement. It's then up to the user to share their video file(s) or decline the request. Users can also opt out of all future requests by law enforcement. Again, Ring will not release user information without a user's express permission or a valid and binding legal demand properly served on us.

## Do I need a Ring device to use the Neighbors App?

No. Anyone with a compatible iOS or Android device can download and use the Neighbors App for free to help reduce local crime.

## Where can I download the Neighbors App?

The Neighbors App is free to download at the App Store or Google Play.

\*Ratings from the Apple App Store as of March 22, 2019.



### Company

[About](#) [Privacy](#)  
[Blog](#) [Open](#)  
[Press](#) [Source](#)  
[Patents](#) [Careers](#)  
[Terms of Service](#) [Where to Buy](#)

### Support

[Help](#) [System](#)  
[FAQ](#) [Status](#)  
[Order](#) [Warranty](#)  
[Status](#) [Exclusive Discounts](#)

Sign up for the latest news and offers

Enter your Email 



**RESOLUTION NO. 2019- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, APPROVING A  
MEMORANDUM OF UNDERSTANDING WITH RING,  
LLC RELATING TO THE NEIGHBORS BY RING  
APPLICATION; PROVIDING FOR IMPLEMENTATION;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Police Department (“Department”) strives to maximize efficiency in preventing criminal activity and provide the highest level of service to the community; and

**WHEREAS**, Ring, LLC runs an application known as the “Neighbors App,” which is a digital neighborhood watch that the public may access free of charge by downloading the app via the Apple Store (for iOS users) or Google Play (for Android users) and which allows users to share and comment on real time crime and safety events in their neighborhood; and

**WHEREAS**, the Department wishes to partner with Ring, LLC and enter into a Memorandum of Understanding, in substantially the form provided in Exhibit “A,” (the “MOU”) with Ring, LLC to access the Neighbors Portal on the Neighbors App; and

**WHEREAS**, designated Department personnel will be able to utilize the critical crime and safety events that are posted in the Neighbors App by Ring users to assist in law enforcement operations and investigations and post information relating to critical incidents and other incidents to keep Ring users informed regarding issues in their neighborhoods; and

**WHEREAS**, the Town Commission wishes to authorize the Town’s Chief of Police to execute the MOU on behalf of the Town; and

**WHEREAS**, the Town finds that this Resolution is in the best interest of the Town’s residents and visitors.

**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.** The Town Commission hereby approves the MOU with Ring, LLC in substantially the form attached hereto as Exhibit “A.” The Town Commission authorizes the Town’s Chief of Police to execute the MOU on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 3.**     **Implementation.** The Town Manager and the Chief of Police are authorized to take all action necessary to implement the purposes of this Resolution.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of June, 2019.

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





## **Neighbors by Ring**

### **Memorandum of Understanding**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Ring LLC (“Ring”) and Surfside Police Department (“Agency”), (collectively the “parties”) and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app (“Ring Neighbors”) and encourage community engagement as we work together to make Surfside’s (“Town”) neighborhoods safer.

- Neighbors by Ring app (“Neighbors App”) is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, Agency may:
  - Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
  - Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

#### **Ring**

- Make the Neighbors App available to Town residents free of charge.
- Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

#### **Agency**

- Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.

#### **Press Release**

The parties shall agree to a joint press release to be mutually approved by the parties. Neither party may use the other party’s name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency’s participation in the Neighbors App.

#### **Term**

Agency’s participation in the program shall commence upon Agency’s acceptance of these program terms. Either party may terminate Agency’s participation in the program at any time by providing 30 days’ written notice to the other party; provided that in the case of material breach of this Agreement by the Agency, Ring shall only be required to provide three days’ written notice to Agency.

#### **Privacy and Terms of Use**

Ring will not provide any customer personal information, including video footage, to Agency without the prior

consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

**Compensation**

At no point shall either party receive compensation from each other as a result of this program.

**Confidentiality**

Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

RING LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Verification Code\***    \_\_\_\_    \_\_\_\_    \_\_\_\_    \_\_\_\_

\*A four digit verification code was mailed to the primary point of contact at this agency to the address listed in public records. Please provide that code prior to submitting the MOU for processing.



Last updated on May 13, 2019

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE DISPUTE RESOLUTION SECTION.

## Ring Terms of Service

This website is owned and operated by Ring LLC and its subsidiaries and affiliates (collectively “Ring,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your legal rights to use or access our services, software, mobile application, and our websites (the “Services”) and Ring hardware products or devices (“Products”). These Terms also govern your legal rights with respect to Third Party Services (defined below). Please read these Terms carefully before purchasing or using the Products or Services or purchasing or using Third Party Services. By using or accessing our Products or Services or purchasing or using Third Party Services, you signify your acknowledgement and assent to the terms and conditions of use set forth below. These Terms (together with other user agreements, where applicable) constitute a binding legal agreement between you and Ring (this “Agreement”). Please read these Terms closely because they contain important information about automatic renewal, a class action waiver, and an arbitration provision, requiring you to arbitrate any claims you may have against Ring on an individual basis. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

\*If you do not agree with these Terms, please do not purchase or use our Products or Services or Third Party Services. \*

### GENERAL

This Agreement represents the entire understanding relating to your purchase or use of the Products and Services or Third Party Services and prevails over any prior or contemporaneous, conflicting or additional communications between you and Ring. All rights not expressly granted herein are reserved by Ring.

Specific areas or pages of our websites may include additional or different terms relating to the purchase or use of our Products and Services or Third Party Services. In the event of a conflict between such specific terms and these Terms, the specific terms shall control.

The term “you,” as used in these Terms, includes any person or entity who is the owner of the Product and creates an account associated with the Product (“Owner”), as well as any person or entity authorized to access or use the Owner’s Products and Services (“Authorized Users”). Authorized Users are responsible for their own actions in connection with the Products and Services, but Owner hereby agrees to be fully responsible for all actions taken by Authorized Users relating to the Owner’s Products, Services and account. As a result,

you are an Owner, you should authorize only those individuals that you trust to access your account, Products, and Services.

You represent and warrant that you are of legal age in your jurisdiction to form a binding contract (or if not, that you are over the age of 13 and you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf).

If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

## CHANGES TO THIS AGREEMENT AND SERVICES

Except as set forth in the [Dispute Resolution](#) section, Ring is free to revise these Terms or any other part of this Agreement at any time by updating this page. If we make changes to these Terms that we consider material, we will make reasonable efforts to notify you by placing a notice on the ring.com website, notifying you through the Services, by sending you an email, and/or by some other means. By continuing to use our Services after such changes, you are expressing your acknowledgement and acceptance of the changes. Please check these Terms periodically for updates.

We're always trying to improve the Products and Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Products or Services. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason, in our sole discretion, and without notice.

We are also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. We have the sole right to decide whether you are in violation of any of the restrictions set forth in this Agreement.

## ACCESS AND USE; GUIDELINES FOR INSTALLATION AND USE

All right, title and interest in the Services and our content provided through the Products and Services (including without limitation information, documents, logos, graphics, designs and images) are owned by Ring, its licensors, or designated third parties. Subject to these Terms, Ring grants you a limited, non-transferable, non-exclusive right to access and use the Services for the sole purpose of monitoring and controlling the Products installed on your property and solely for your personal, non-commercial use.

Privacy and other laws applicable in your jurisdiction may impose certain responsibilities on you and your use of the Products and Services. You agree that it is your responsibility, and not the responsibility of Ring, to ensure that you comply with any applicable laws when you use the Products and Services, including but not limited to:



(1) any laws or regulations relating to the recording or sharing of video or audio content, and/or (2) any laws or regulations requiring that notice be given to or that consent be obtained from third parties with respect to your use of the Products or Services.

In addition, you agree (a) that installation of any Product which takes visual and/or audio recordings will be installed at such an angle that it does not take any recordings beyond the boundary of your property (including public pavements or roads); (b) to prominently display appropriate signage advising others that audio/visual recording is taking place; and (c) if you use your property as a workplace, to comply with laws governing the monitoring of employees.

If your use of the Services or any Products is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services or any Products in a way that breaks the law.

You may be required to sign up for an account, and select a password and user name ("User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. Also, you will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

You represent, warrant, and agree that you will not capture or contribute any Content (as defined below) or otherwise use the Services or Products or interact with the Services or Products in a manner that:

1. Infringes or violates the intellectual property rights or any other rights of anyone else (including us);
2. Violates any law, ordinance, or regulation, including privacy and other laws referenced above and any applicable export control laws;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Jeopardizes the security of your Ring account or anyone else's (such as allowing someone else to log in to the Services as you);
5. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
6. Violates the security of any computer network, or cracks any passwords or security encryption codes;
7. Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
8. "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
9. Copies or stores any significant portion of the Content; or
10. Violates the Ring Neighbors Community guidelines, which are hereby incorporated by reference.

A violation of any of the foregoing is grounds for termination of your right to use or access the Products and Services.

## TRADEMARKS AND COPYRIGHTS

Nothing on or in the Products or Services shall be construed as conferring any license under any intellectual property right, including any right in the nature of trademark or copyright, of Ring or any third party, whether by estoppel, implication or otherwise. All trademarks and trade names are the property of their respective owners.



Except as otherwise noted, Ring is the owner of all trademarks and service marks on or in the Products and Services, whether registered or not, including, without limitation, Ring, Ring Protect and Ring Neighbors. Ring expressly forbids the unauthorized use of its logos, trademarks or other graphics to create links. All registered trademarks are registered in the United States of America (and/or other applicable jurisdictions).

What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like Ring, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. To review our complete Copyright Dispute Policy and learn how to report potentially infringing content, click [here](#). To learn more about the DMCA, click [here](#).

## SHARED CONTENT

You may have the ability to publicly post or upload materials (including, without limitation, video, images, audio, commentary) (the “Content”), including, without limitation, Content captured through or in connection with your use of the Products and Services.

You are solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Products or Services (including Content you share through the Ring Neighbors feature or application) (collectively, “Shared Content”). You represent and warrant that:

(a) you own the intellectual property rights in Shared Content posted by you or otherwise have the right to post the Content and grant the license set forth below, and (b) the posting and use of your Shared Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person.

You hereby grant Ring and its licensees an unlimited, irrevocable, fully paid and royalty-free, perpetual, worldwide right to re-use, distribute, store, delete, translate, copy, modify, display, sell, create derivative works from and otherwise exploit such Shared Content for any purpose and in any media formats in any media channels without compensation to you. You shall not use, reproduce, modify, upload, publish, transmit, distribute, display, or otherwise exploit for any purposes whatsoever any Content: (i) not owned by you without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. Ring reserves the right, but shall not be obligated, to remove any Content from the Services at any time in its sole and absolute discretion. If you see Content that you believe violates our Terms, please flag it in our mobile application or report it to us by emailing [abuse@ring.com](mailto:abuse@ring.com).

## RING PROTECT RECORDINGS AND NEIGHBORS RECORDINGS

When you purchase our Products, you have the option of subscribing to a Ring Protect Subscription Plan (“Ring Protect Plan”). If you choose to subscribe to a Ring Protect Plan, it will automatically send to us for



storage any video footage and/or audio recording captured by the Products installed on your property (“Ring Protect Recordings”), and allows you to later access your Ring Protect Recordings from your computers or compatible devices for a limited period of time after such Ring Protect Recording was created so long as you are enrolled in a Ring Protect Plan. Ring Protect Recordings that are deleted by you or your Authorized Users or that are deleted at the end of the storage period or due to the expiration of your Ring Protect Plan are no longer available to you.

If you are not subscribed to a Ring Protect Plan, your Ring device will automatically record for the limited purpose of allowing you to publicly share any video footage and/or audio recording captured by the Products installed on your property with other users through the Ring Neighbors feature or application during an answered motion or ring (a “Neighbors Recording”). If you do not subscribe to a Ring Protect Plan and do not choose to share such Neighbors Recording through the Ring Neighbors feature or application at the time captured, such Neighbors Recording is deleted and is no longer available to you.

Deleted Ring Protect Recordings and unshared Neighbors Recordings are permanently deleted in the ordinary course.

## FREE TRIAL AND SUBSCRIPTIONS

You may enjoy our Ring Protect Plan in the following ways:

**Free Trial.** When you first set up your Product, you will be automatically enrolled in a free thirty (30) day trial of the Ring Protect Plan. If you do not enter into a paid subscription for a Ring Protect Plan before the end of your trial period, your Ring Protect Recordings will be deleted.

**Paid Subscriptions.** When you first set up your Product through the Services, or at any time after you begin using your Product, you may enjoy our Ring Protect Plan by enrolling in our monthly or annual subscription plan, which will continue until you cancel your subscription. These subscription plans entitle you to access our Ring Protect Plan for each payment period until such subscription is cancelled. Your paid subscription will automatically commence on the first day following the end of your trial period, on a monthly or annual basis depending on your election when you first set up your Product. By submitting your payment details in conjunction with the trial, you agree to this charge. To avoid this charge, you must cancel your Ring Protect Plan by either contacting us before the end of your trial period or discontinuing the Ring Protect Plan via the Ring website.

Subscription fees are billed or charged on the first day of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Ring reserves the right to cancel your Ring Protect Plan subscription and to collect any rejection or insufficient funds fee and to process any such payment by the payment method you have submitted to us.

**Auto-Renewal for Paid Subscriptions.** Unless you opt out of auto-renewal, which can be done through your account settings by removing your payment information or by contacting us, any paid Services (for example, your Ring Protect Plan) you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or discontinue your paid Services at any time, go to account settings or contact us. If you termi



a paid Service, you may use your subscription until the end of your then-current term and your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period, except as set forth in the Refund Policy below. Your non-termination or continued use of a paid Service reaffirms that we are authorized to charge your payment method for that paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, or as otherwise described when you initially selected to use the paid Service.

## RECORDINGS, SHARED CONTENT, AND PERMISSION FROM YOU

Ring does not claim ownership of your intellectual property rights in Ring Protect Recordings, Shared Content or Neighbors Recordings (collectively, the "User Recordings"). You own your User Recordings.

However, by purchasing or using our Products and Services, you give Ring the right, without any compensation or obligation to you, to access and use your User Recordings for the limited purposes of providing Services to you, protecting you, improving our Products and Services, developing new Products and Services, and as otherwise set forth in our Privacy Notice.

Additionally, by electing to publicly share your Shared Content (which includes your shared Neighbors Recordings), in addition to the license granted above, you give Ring the right, without any compensation or obligation to you, to access and use your Shared Content and related location information for the purposes of publicly sharing such recordings and information with current and future users and allowing those users to comment on the Shared Content. You also expressly consent and agree that Ring may share your Shared Content and related location information with any law enforcement agency that requests access to such Shared Content and related location information.

In addition to the rights granted above, you also acknowledge and agree that Ring may access, use, preserve and/or disclose your User Recordings and Shared Content to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if we have a good faith belief that such access, use, preservation or disclosure is reasonably necessary to:

(a) comply with applicable law, regulation, legal process or reasonable governmental request; (b) enforce these Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Ring, its users, a third party, or the public as required or permitted by law.

Deleted Content and User Recordings may be stored by Ring in order to comply with certain legal obligations and are not retrievable without a valid court order.

## CANCELLATIONS, REFUNDS, AND PAYMENTS

### Cancellation of Subscription Services



You may cancel your Ring Protect Plan by contacting us or through your Ring account, at any time, with or without cause. After your cancellation, you will continue to enjoy access to the Ring Protect Plan and your Ring Protect Recordings until the last day of your subscription period. After such subscription period ends, your Ring Protect Recordings will no longer be accessible to you.

## Refund Policy

**Product Refund.** If, for any reason, you decide to return Product that you purchased from us for a refund, you must notify us and return the Product to us within thirty (30) days from the date the Product was delivered.\* Unless the Product is faulty or not as described, you will be responsible for all costs associated with returning the Product to us (including uninstallation and the cost of shipping the Product back to us). We will refund the price you paid for the Product (minus any credits applied or partial refunds issued) excluding original shipping charges.

**Prorated Subscription Refund.** If you cancel your annual Ring Protect Plan subscription at any time within the first ten (10) months of your subscription period, you will be charged the monthly subscription fee (i.e., fee for the monthly subscription plan) for each month of your annual subscription period prior to your cancellation, and you will be eligible for a refund of the remainder of your annual subscription fee (minus any credits applied or partial refunds issued). We will not issue a refund for any unused portion of your monthly subscription after the first ten (10) months of your subscription.

## Order Limits / End-User Customers Only

Ring reserves the right, in its sole discretion, to refuse or cancel any order and limit order quantity. Ring may also require additional qualifying information prior to accepting or processing any order. Ring.com sells products to end-user customers only, and we reserve the right to refuse or cancel your order if we suspect you are purchasing products for resale.

## THIRD PARTY SERVICES

You may be allowed to access or acquire third party products, websites, applications, content or services from third parties ("Third Party Services") through our Services. A description or reference to any Third Party Service by or through our Services (including any description or reference via hyperlink) does not imply endorsement by Ring of such Third Party Service. These Third Party Services are the sole responsibility of such independent third parties, and your use thereof is solely at your own risk. Ring has no control over the content or policies of such Third Party Services, and we are not responsible for (and under no circumstances shall we be liable for) the contents, accuracy, reliability, quality or security of any such Third Party Service. Third Party Services may be subject to their own warranties, terms of service, and privacy policies. You may be required to agree to those third party terms to use the Third Party Services. Please review all information about Third Party Services before purchasing them through Ring. Those who choose to access information provided by third parties (including any information obtained through our Services) are solely responsible for the compliance of such information with any applicable law.

From time to time, Ring may develop updates, upgrades, patches and other modifications to improve the performance of the Services and/or the Products or for other reasons in our sole discretion ("Updates"). Y

## SOFTWARE UPDATES

agree that Ring may automatically install such Updates without providing any additional notice to you or receiving any additional consent from you.

## USER COMMUNICATIONS

Ring is pleased to hear from its customers. However, we do not accept or consider any unsolicited creative ideas, suggestions or other materials related to products, services or marketing. Anything you disclose or offer to us by or through our websites or our Services (“communications”), including e-mails to Ring or postings on interactive portions of our websites, shall be deemed and shall remain the property of Ring. If you send us such communications, you do so on a NON-CONFIDENTIAL BASIS, and we will have no obligation to keep such information secret, to refrain from using such information, or to compensate you for the receipt or use of such communications. Ring is free to use, for any purpose whatsoever, any communications, including but not limited to publishing, developing, manufacturing, and marketing our Products or Services using such communications. By submitting communications to us through our websites, via e-mail, or by any means, you hereby RELEASE Ring from any liability under any legal theory in connection with the use, modification, sale, or disclosure of any such communications. By uploading or otherwise providing any communications to our websites or to Ring, you hereby grant Ring, to the extent you retain any rights, the unlimited, perpetual right to reuse, redistribute, modify, and create derivative works from such communications for any purpose and in any media without compensation to you.

## PRODUCTS AND SOFTWARE

Downloading or using our software (including our mobile application) does not give you title to such software, including any files, data and images incorporated in or associated with the software. Your use of any such software shall be only in accordance with these Terms. Our software is copyrighted by Ring or its licensor(s), and may be protected by one or more patents owned by Ring or its licensor(s). Software may not be copied, redistributed or placed on any server for further distribution. You may not sell, modify, decompile, disassemble or otherwise reverse engineer the software. Products and Services offered through this website shall be warranted, if at all, through the written license or warranty provided in connection with such product or software. These Terms apply to your use of all the Products and Services, including software that may be downloaded to your smartphone or tablet to access the Services (the “Application”). The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Products and Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Products and Services. You will only use the Application in connection with a device that you own or control. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

## NO LIFE AND SAFETY OR CRITICAL USES; BACKUPS

You acknowledge that our Products and Services are not intended for a third-party monitored emergency notification system and that we do not monitor emergency notifications and will not dispatch emergency authorities to your home in the event of an emergency. Ring makes no warranty or representation that use of the Products or Services will affect or increase any level of safety. You acknowledge that the Products and Services are not intended to be 100% reliable and are not a substitute for a third-party monitored emergency notification system. We cannot and do not guarantee that you will receive notifications in any given timeframe or at all. All life threatening, safety and emergency events should be directed to the appropriate response services.

We strongly suggest that you backup any important User Recordings (for example, by downloading and locally saving any such User Recordings). You are solely responsible to backup your User Recordings to another location outside the Services to avoid loss of your User Recordings and other data.

## INDEMNIFICATION

To the fullest extent permitted by law, you acknowledge and agree that you will defend, indemnify and hold Ring harmless against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim brought against us by any third party as a result of your or your Authorized Users' use of the Services and Products, notwithstanding the foregoing this indemnification shall not apply to claims based on Ring's own willful, wanton, or intentional misconduct by Ring.

## NO REPRESENTATIONS OR WARRANTIES

Ring makes no representations or warranties that our Products or Services are free of defects, viruses or other harmful components. We shall not be responsible for any damages or loss that may result from the hacking or infiltration of our websites or Ring's computer systems.

This website may contain errors and may not be complete or current. Ring therefore reserves the right to the fullest extent allowed by law to correct any errors or omissions (including after an order has been submitted) and to change or update information at any time without prior notice. Please note that such errors or omissions may relate to product descriptions, pricing and availability. We reserve the right to the fullest extent allowed by applicable law to cancel or refuse to accept any order. We apologize for any inconvenience.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ON OUR WEBSITE, OUR PRODUCTS AND SERVICES ARE PROVIDED 'AS IS,' AND RING DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR

MERCHANTABILITY, NOR DO WE IN ANY WAY GUARANTEE THE QUALITY, DATA CONTENT, ARTISTIC WORTH OR LEGALITY OF INFORMATION, CONTENT, GOODS OR SERVICES THAT ARE TRANSFERRED, RECEIVED, PURCHASED OR OTHERWISE MADE AVAILABLE OR OBTAINED BY WAY OF THIS WEBSITE OR THE SERVICES. WE DO NOT WARRANT THAT OUR PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## EXCLUSION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL RING BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM THE DISTRIBUTION OR USE OF, OR THE INABILITY TO USE, THE CONTENT OR MATERIALS ON THIS WEBSITE, THE PRODUCTS, OR THE SERVICES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## LIMITATIONS OF LIABILITY

IN NO EVENT SHALL RING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE PRODUCTS OR SERVICES AT ISSUE WITHIN THE PRIOR TWELVE (12) MONTHS. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. RING DISCLAIMS ALL LIABILITY OF ANY KIND OF RING'S LICENSORS AND SUPPLIERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL RING BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CONTENT POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

YOU USE THE PRODUCTS AND SERVICES AT YOUR OWN RISK. YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH YOUR USE OF THE SERVICE, AND YOU AGREE TO HOLD RING HARMLESS FROM, AND YOU COVENANT NOT TO SUE US FOR, ANY CLAIMS BASED ON YOUR USE OF THE SERVICE, INCLUDING CLAIMS FOR LOST DATA OR CONTENT, WORK DELAYS OR LOST PROFITS RESULTING FROM YOUR USE OF THE SERVICES.

THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

## JURISDICTION AND CHOICE OF LAW

Ring controls and manages the Services from its facilities in the State of California in the United States of America. Unless otherwise stated, materials and content on the Services are presented solely for promoting Products and Services in the United States of America. Information published on the Products and Services may contain references to products, programs and services that are not announced or available in your country or region. We make no representation that such information, products, programs or services referenced on the Products or Services are legal, available or appropriate in your country or region.

These Terms shall be governed by and construed in accordance with the laws of the State of California and the United States of America, without giving effect to any principles of conflicts of law.

## DISPUTE RESOLUTION

### **Mandatory, Bilateral Arbitration and Waiver of Class Actions**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

YOU AND RING AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR RELATING TO YOUR USE OF THE SERVICES AND OR PRODUCTS, TO THIS AGREEMENT, OR TO THE CONTENT, ANY RELATIONSHIP BETWEEN US AND/OR ANY RECORDING ON THE SERVICES AND/OR PRODUCTS SHALL BE RESOLVED ONLY BY FINAL AND BINDING, BILATERAL ARBITRATION, except that (1) you may assert claims in small claims court in your county of residence within the United States if your claims qualify; and (2) this agreement to arbitrate does not include your or Ring's right to seek injunctive or other equitable relief in state or federal court in Los Angeles County California to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act (the "FAA"), 9 U.S.C. § 1, et seq., and federal arbitration law apply to this Agreement and govern all questions as to whether a dispute is subject to arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms.

"Disputes" shall include, but are not limited to, any claims or controversies between you and Ring against each other related in any way to or arising out of in any way from this Agreement, the Services, the Products, the Content, and/or User Recording(s), including but not limited to sales, returns, refunds, cancellations, defects, policies, privacy, advertising, or any communications between you and Ring, even if the claim arises after you or Ring has terminated Services or a user account. Disputes also include, but are not limited to, claims that: (a) you bring against our employees, agents, affiliates, or other representatives; or (b) Ring brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Ring, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims, or any other legal theory; (ii) claims that arose before these Terms or out of a prior set of Terms with Ring; (iii) claims that are subject to on-going litigation where you are not a party or a class member; and/or (iv) claims that arise after the termination of these Terms.

### **Dispute Notice**



Before initiating an arbitration, you and Ring each agree to first provide the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute should be sent to: 1523 26th Street Santa Monica, CA 90404, Attention: Legal Department. We will provide a Notice of Dispute to you via the email address associated with your Ring account. You and Ring agree to attempt in good faith to resolve the Dispute prior to commencing an arbitration and not to commence an arbitration proceeding until a forty-five (45) day post-notice resolution period expires.

*\*Arbitration Process and Procedure \**

If the parties do not reach an agreed upon solution within forty-five (45) days from the original Dispute Notice, then either party may initiate binding arbitration as the sole means to resolve claims, subject to these terms. Arbitration shall (1) be administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "JAMS Rules") and as modified by this agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) be conducted by a single, neutral arbitrator; and (3) take place in the county where you reside or any reasonable location within the United States convenient for you. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION. Further, unless both you and Ring expressly agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

If, for any reason, a claim proceeds in court rather than in arbitration, we each waive our right to a jury trial.

YOU THEREFORE UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND RING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION FOR ANY CLAIMS COVERED BY THIS AGREEMENT.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/>. Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and Ring each agree that all issues regarding the Dispute are delegated to the arbitrator to decide. Further, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.



## Hearing

If your claim does not exceed \$10,000 (USD), you and Ring agree to waive an oral hearing by the arbitrator and the arbitration will be conducted solely on the basis of documents you and Ring submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. To the extent an oral hearing is requested by you or Ring, or deemed necessary by the arbitrator, you and Ring agree that the hearing will be conducted telephonically or videographically.

## Arbitrator's Decision

An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

### *\*Fees \**

It is each parties' responsibility to pay any JAMS filing, case management/administrative, and arbitrator fees as set forth in the JAMS Rules. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Ring will pay the additional cost. If your claim for damages does not exceed \$25,000 (USD) and you follow the dispute notice procedure set forth above, Ring will pay all such fees unless the arbitrator finds that either the substance of your Dispute or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)).

### *\*Small Claims & Government Actions \**

As an alternative to arbitration, you or Ring may resolve Disputes in a small claims court that has jurisdiction over your claim. These Terms and this arbitration agreement do not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Ring on your behalf.

## SEVERABILITY AND SURVIVAL

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining terms of use and shall not affect the validity and enforceability of any remaining provisions.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership of intellectual property rights, and terms regarding disputes between us.

## PRIVACY

Please see our [Privacy Notice](#) for information regarding the collection and use of personal information collected through our Products and Services.

Despite any representations concerning privacy, Ring reserves the right to disclose without notice to you any information in its possession if required to do so by law or upon a good-faith belief that such action is necessary to comply with the law, to protect or defend our rights or property, or to respond to an emergency situation. Specific areas or pages of this website may include additional or different terms relating to the use of personal information collected from such areas or pages.

## CUSTOMER SERVICE

Questions concerning these Terms, requests for cancellation or refund of your Ring Protect Plan subscription, or other requests or questions should be directed to the contact point specified at the end of these Terms.

Ring, LLC 1523 26th Street Santa Monica, CA 90404 800.656.1918

[help@ring.com](mailto:help@ring.com)

---

Last updated on August 1, 2018

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE DISPUTE RESOLUTION SECTION.

## ALARM PRODUCT AND SERVICES TERMS AND CONDITIONS

### I. DEFINITION OF "RING" AND "ALARM PRODUCT" AND "ALARM SERVICES"

"Ring" as used in these Alarm Products and Services Terms and Conditions (the "Alarm Terms and Conditions") is defined to include Ring LLC, its subsidiary Ring Protect Inc., and their respective shareholders, directors, officers, employees, agents, parent companies, affiliates, subsidiaries, and subcontractors, which subcontractors may include, without limitation, the Monitoring Station (defined herein) providing the optional Monitoring Service (defined herein) and any entity or person providing the optional Alarm



Verification Service (define herein) ("Alarm Verification Service Provider"). FOR CLARITY, IT IS THE INTENTION OF THIS AGREEMENT THAT THE DISPUTE RESOLUTION, LIMITATION OF LIABILITY, THIRD PARTY INDEMNIFICATION, WAIVER OF SUBROGATION, WAIVER OF JURY TRIAL AND CLASS ACTION WAIVER CONTAINED IN THIS AGREEMENT INURE TO THE BENEFIT OF THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER. FURTHER, YOU UNDERSTAND AND AGREE THAT THE MONITORING STATION PROVIDING THE MONITORING SERVICE AND THE ALARM VERIFICATION SERVICE PROVIDER PROVIDING THE ALARM VERIFICATION SERVICE ARE ENTITLED TO THE BENEFIT OF, RELY UPON, AND ENFORCE, THOSE CLAUSES, ALONG WITH ANY OTHER CLAUSE IN THIS AGREEMENT, IN THE EVENT OF ANY DEMAND, CLAIM, LAWSUIT, DISPUTE RESOLUTION OR OTHER LEGAL ACTION BY YOU OR ANY THIRD PARTY AGAINST THE MONITORING STATION OR ALARM VERIFICATION SERVICE PROVIDER.

"Alarm Product(s)" as used in these Alarm Terms and Conditions is defined as the Ring Alarm security system, which includes the base station, key pad, and door and window sensors, motion detectors, range extenders, and all other parts, components, devices and sensors manufactured by Ring at any time for use with the Ring Alarm security system.

"Alarm Services" as used in these Alarm Terms and Conditions is defined to include Ring software, Ring application, Ring websites and the Remote Access Service (as defined in Section VIII of the Alarm Terms and Conditions) available for use by you with the Alarm Products.

## II. ENTIRE AGREEMENT

These Alarm Terms and Conditions, along with Ring's Terms of Service (the "Ring Terms of Service") found here, are collectively referred to herein as the "Agreement." The Ring Terms of Service contain additional terms and conditions that apply to you, including (except where prohibited by law) a DISPUTE RESOLUTION WITH AN ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTIONS AND A CHOICE OF CALIFORNIA STATE LAW. Please thoroughly read and understand these Alarm Terms and Conditions and the Ring Terms of Service before you electronically sign.

The Agreement contains the entire understanding between you and Ring relating to the subject matter hereof and replaces and supersedes any other representations, advertisements, marketing, literature, brochures, proposals, documents or discussions you had with Ring. The Agreement cannot be changed except in accordance with this Agreement, or a writing signed by both you and Ring. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. In the event of any irreconcilable conflict between the Alarm Terms and Conditions and the Ring Terms of Service, the Alarm Terms and Conditions shall control. YOU UNDERSTAND AND AGREE THAT THE AGREEMENT APPLIES TO YOUR CURRENT PURCHASE AND USE OF THE ALARM PRODUCTS AND ALARM SERVICES, AND YOUR PURCHASE AND USE OF ANY ADDITIONAL ALARM PRODUCTS AND ALARM SERVICES AT ANY TIME IN THE FUTURE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU WILL BE UNABLE TO USE THE ALARM PRODUCTS AND ALARM SERVICES AND YOU MAY RETURN THE ALARM PRODUCTS FOR A FULL REFUND.

## III. CONSENT TO ELECTRONIC CONTACT



You consent to receive emails at the email address you provide Ring for any purpose relating to the Agreement including, without limitation, information relating to the Alarm Product, Alarm Services and Monitoring Service and any notifications from Ring as provided for, or permitted within, this Agreement (“Notification Purpose(s)”). You also consent to receive such information on your enabled wireless device (such as a smart phone or tablet) through the Ring application, or through a personal computer. Further, you agree that Ring may contact you at the telephone number you provided for any Notification Purpose, and that contact may be made using any method, including telephone calls, automatic telephone dialing systems, or text or email messages sent to your enabled wireless device. You also represent that when you provide us with a telephone number or an email address for yourself, your emergency contacts or any other third party, that you and any individuals for whom you have provided Ring with a telephone number or an email address consent to receive service-related text messages, telephone calls, and emails for any Notification Purpose. You will be responsible for any message and data rates that may apply. You agree to notify Ring immediately in the event of any change to any of the email addresses or telephone numbers you provided. You agree to regularly check your voice messages, text and e-mail messages for communications from Ring.

#### IV. LIMITATION OF LIABILITY OF RING, THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER

YOU UNDERSTAND AND AGREE THAT THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE AND ALARM VERIFICATION SERVICE ARE DETECTION AND NOTIFICATION PRODUCTS AND SERVICES. THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE AND ALARM VERIFICATION SERVICE DO NOT ELIMINATE OCCURRENCES OF EVENTS, SUCH AS FIRES, FLOODS, BURGLARIES, ROBBERIES, AND MEDICAL ISSUES, AND YOU AGREE NOT TO PURCHASE OR RELY ON THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE AND ALARM VERIFICATION SERVICE TO SO ELIMINATE SUCH OCCURRENCES OF EVENTS. FURTHER, YOU UNDERSTAND AND AGREE THAT THE ALARM PRODUCT, ALARM SERVICES MONITORING SERVICE AND ALARM VERIFICATION SERVICE MAY NOT AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES, AND, THEREFORE, RING MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) THAT THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE OR ALARM VERIFICATION SERVICE WILL SO AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES.

YOU FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF THE LIMITED WARRANTY HEREIN, NEGLIGENCE OF ANY KIND OR DEGREE OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER STRICT PRODUCT LIABILITY, SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY (EXCEPT WILLFUL, WANTON, INTENTIONAL OR RECKLESS MISCONDUCT OR GROSS NEGLIGENCE OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER IN THOSE STATES/PROVINCES THAT DO NOT PERMIT LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE) ARISING FROM, OR RELATING TO, THIS AGREEMENT, THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE OR ALARM VERIFICATION SERVICE, THE MAXIMUM LIABILITY OF RING, THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER WILL BE LIMITED TO THE GREATER OF (I) TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500. USD; OR (II) FIVE (5) TIMES THE TOTAL CHARGES (EXCLUSIVE OF TAXES AND SHIPMENT) FOR THE ALARM

PRODUCTS ONLY PURCHASED BY YOU, AND THIS LIABILITY SHALL BE SOLE AND EXCLUSIVE. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, DIRECT DAMAGES, CONSEQUENTIAL DAMAGES, PERSONAL INJURY, LOSS OF LIFE, PROPERTY DAMAGE, ECONOMIC LOSSES, CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION, AND THE CLAIMS OF THIRD PARTIES. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED OR INTERPRETED IN A MANNER WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

#### V. WAIVER OF SUBROGATION FOR RING, THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER

You should protect against any risk of loss with the appropriate insurance coverage, and you are responsible for obtaining all insurance coverage you believe is necessary. To the fullest extent permitted by applicable law and the applicable policy or policies of insurance you obtain and maintain, you release Ring, the Monitoring Station and the Alarm Verification Service Provider from all liability for any loss, occurrence, event or condition covered by your insurance.

#### VI. THIRD PARTY INDEMNIFICATION FOR RING, THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER

THIS AGREEMENT IS INTENDED ONLY FOR YOUR BENEFIT. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD RING, THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER HARMLESS FROM AND AGAINST (I) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER ARISING FROM OR RELATING TO THIS AGREEMENT, THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE OR ALARM VERIFICATION SERVICE (A "THIRD PARTY ACTION"); AND (II) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS AND JUDGMENTS (INCLUDING PAYMENT OF ATTORNEYS' FEES AND COSTS OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER) INCURRED BY, ASSESSED OR FOUND AGAINST, OR MADE BY RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER RELATING TO OR ARISING FROM ANY SUCH THIRD PARTY ACTION ("THIRD PARTY RELATED LOSSES"), EVEN IF SUCH THIRD PARTY ACTION AND THIRD PARTY RELATED LOSSES ARISE FROM THE NEGLIGENCE OF ANY KIND OR DEGREE OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER, BREACH OF CONTRACT OR WARRANTY OR CONDITION, STRICT LIABILITY, NON-COMPLIANCE WITH APPLICABLE LAW, OR OTHER FAULT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE UNDER APPLICABLE LAW. THIS INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL OR RECKLESS MISCONDUCT OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER OR GROSS NEGLIGENCE OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER IN THOSE STATES/PROVINCES THAT DO NOT PERMIT LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE. "THIRD PARTY" IS DEFINED HEREIN TO INCLUDE ANY PERSON OR ENTITY WHO DID NOT ELECTRONICALLY

SIGN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, A SPOUSE, FAMILY MEMBER, GUEST, NEIGHBOR, TENANT, EMPLOYEE OR INSURANCE COMPANY.

## VII. LIMITED WARRANTY FOR ALARM PRODUCTS

**a. Limited Warranty** This is a "Limited Warranty" which gives you specific legal rights to the fullest extent permitted by applicable law. You may also have other rights, which vary from jurisdiction to jurisdiction. Please keep your dated sales receipt; subject to applicable law, it is required for all Limited Warranty requests. Subject to applicable law, any dispute or controversy regarding this Limited Warranty arising from your use of your Alarm Product will be resolved by final and binding bilateral arbitration in accordance with the DISPUTE RESOLUTION section of Ring's Terms of Service, found [here](#).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IF APPLICABLE LAW DOES NOT PERMIT RING TO LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH STATUTORY OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD OF ONE (1) YEAR FROM THE DATE OF YOUR PURCHASE OF THE ALARM PRODUCT.

**b. What the Warranty Covers** For a period of one (1) year from the date of your purchase of the Alarm Product Ring will, at its sole option, repair or replace any part or component of the Alarm Product that malfunctions due to defective parts at no charge to you. This Limited Warranty is not transferrable or assignable by you and (subject to applicable law) applies only to the original consumer purchaser. Ring may, in its sole discretion, make any repair or replacement with new or refurbished parts or components. If the part or component requiring repair or replacement is no longer available, Ring may, in its sole discretion, replace such part or component with a similar part or component of similar features, functions and quality.

**c. What the Warranty Does Not Cover** The Limited Warranty shall not apply to any of the following causes and events: damage due to misuse, abuse, failure to follow instructions and specifications, negligence, casualty (e.g., fire) or acts of God (including but not limited to lightning, flood, tornado, earthquake, or hurricane), and consumable parts (including batteries) are not covered by this Limited Warranty. Unauthorized service or modification of the Alarm Product or any part or component will void this Limited Warranty in its entirety. This Limited Warranty does not include reimbursement for inconvenience, installation, loss of use, or unauthorized service. In addition, this Limited Warranty does not cover any losses, injuries to persons, loss of property or other monetary damages. This Limited Warranty does not apply if you purchase a pre-owned Alarm Product, purchase the Alarm Product from any unauthorized seller, or purchase of the Alarm Product from third party sellers on eBay or other online marketplaces. Ring strongly suggests that you do not buy the Alarm Product from any unauthorized sellers, as the Alarm Product may be used, defective, counterfeit or may not be designed for use in your location. This Limited Warranty covers only Ring™ Alarm Products and is not extended to other equipment, components, or devices that a customer uses in conjunction with the Alarm Product.

**d. How to Obtain Limited Warranty Service/Replacement** To obtain the benefit of the above Alarm Product Limited Warranty please contact Ring community support at: [help@ring.com](mailto:help@ring.com) +1(800) 656-1918 (US) + 1(310)



929-7085 (International) For Limited Warranty requests: Please be prepared to describe the Alarm Product that needs service, the nature of the problem and to provide proof of purchase. You will also be required to return your existing Alarm Product in accordance with directions that will be provided by Ring. Ring has no warranty or other obligations with respect to any Alarm Product that is excluded from the Limited Warranty pursuant to VII.c. of the Alarm Terms and Conditions, as reasonably determined by Ring, and you agree to arrange and pay for shipping to return the Alarm Product to Ring, and the shipping costs for Ring to return the serviced Alarm Product or replacement Alarm Product back to you. Any claim under this Limited Warranty must be submitted to Ring before the end of the Limited Warranty period described in these Alarms Terms and Conditions; time being of the essence. Please allow up to fourteen (14) business days for your Limited Warranty request to be processed.

## VIII. REMOTE ACCESS SERVICE

You may choose to use the Ring application. to remotely arm, disarm and check the status of your Alarm Product, receive real-time alerts, and utilize other features, functionalities and benefits of the Alarm Product (the "Remote Access Service") through a compatible portable enabled electronic device, like a smart phone or tablet, or through a personal computer (the "Electronic Device"). It is your sole responsibility to assure that your Electronic Device is at all times compatible with the Remote Access Service.

When using the Remote Access Service, it is your responsibility to monitor your Alarm Product, or have another person you trust monitor your Alarm Product, and respond appropriately to all information and events received while using the Remote Access Service. It is likewise your responsibility to ensure that, while using the Remote Access Service, notifications from the Alarm Product (including any alarm event messages) can be relayed to you and your designated contacts. Further, it is your responsibility to determine the appropriate response to all information and events you receive while using the Remote Access Service and you accept that you are entirely responsible for your response and that of your designated contacts. If your response to information and events while using the Remote Access Service incurs costs, you accept full liability for those costs. If you receive notice of any life/safety, property risk, fires, floods, burglaries, robberies, medical issues or other emergency events while using the Remote Access Service, you should immediately contact the police, fire department, 911 or appropriate emergency response service.

## IX. MONITORING SERVICE

### a. The Monitoring Service

If you choose the Central Station Monitoring Service ("Monitoring Service"), a Central Monitoring Station (the "Monitoring Station") will, during the Term of the Monitoring Service, monitor signals transmitted to it from your Alarm Product or Third-Party Devices (as defined in Section XVIII, of the Alarm Terms and Conditions) expressly certified and approved by Ring to be compatible with the Monitoring Service. You understand and agree that the Monitoring Station is a subcontractor of Ring, and the Monitoring Station and Ring are independent operating companies. There is no partnership, joint venture, employer/employee, master/servant, or other similar relationship between the Monitoring Station and Ring.





**b. Available with Certified and Approved Third Party Devices Only.**

YOU UNDERSTAND AND AGREE THAT THE MONITORING SERVICE WILL ONLY WORK WITH THE ALARM PRODUCTS AND THIRD-PARTY DEVICES EXPRESSLY CERTIFIED AND APPROVED BY RING TO BE COMPATIBLE WITH THE MONITORING SERVICE. IF YOU HAVE SELECTED THE MONITORING SERVICE, YOU HEREBY RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, YOUR INSTALLATION AND/OR USE OF ANY THIRD-PARTY DEVICES, EVEN IF SOLD BY RING, THAT ARE NOT EXPRESSLY CERTIFIED AND APPROVED BY RING TO BE COMPATIBLE WITH THE MONITORING SERVICE.

**c. Permitted Uses**

YOU HEREBY UNDERSTAND AND AGREE THAT MONITORING SERVICE IS INTENDED FOR USE ONLY AT THE LOCATION OF YOUR REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS (as defined below in Section XX) WHERE THE ALARM PRODUCT IS INSTALLED AND REGISTERED BY YOU THROUGH THE RING. THE MONITORING SERVICE WILL NOT FUNCTION IF ANY OF THE ALARM PRODUCTS ARE INSTALLED OR USED AT ANY LOCATION OTHER THAN THE REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS. PLEASE BE WARNED THAT IF YOUR REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS IS NOT CORRECT OR CURRENT, THE MONITORING STATION WILL BE UNABLE TO CONTACT YOU OR DISPATCH EMERGENCY RESPONDERS TO THE LOCATION WHERE YOUR ALARM PRODUCT IS ACTUALLY LOCATED AND INSTALLED, AND/OR EMERGENCY RESPONDERS MAY BE DISPATCHED TO AN INCORRECT LOCATION. YOU ACKNOWLEDGE THAT THE MONITORING SERVICE IS NOT INTENDED FOR USE AT A LOCATION OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS, AND YOU AGREE NOT TO SO USE THE MONITORING SERVICE AT ANY OTHER LOCATION. IF YOU HAVE SELECTED THE MONITORING SERVICE, YOU HEREBY RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, YOUR INSTALLATION AND/OR USE OF ALARM PRODUCTS AND/OR ALARM SERVICES AT A LOCATION OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS.

**d. Address Verification Required.**

Ring and the Monitoring Station utilize an address verification system in an effort to verify your Registered Address to reduce the risk of fraud and help ensure that emergency responders, if dispatched by the Monitoring Station, are dispatched to the correct address. YOU UNDERSTAND AND AGREE THAT, UNTIL YOUR REGISTERED ADDRESS IS SO VERIFIED, THE MONITORING SERVICE WILL NOT BE AVAILABLE FOR YOUR ALARM PRODUCT AND THE MONITORING STATION WILL NOT RECEIVE ANY ALARM SIGNALS FROM YOUR ALARM PRODUCT. YOU HEREBY AGREE TO RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, THE UNAVAILABILITY OF THE MONITORING SERVICE WHILE YOUR REGISTERED ADDRESS IS BEING VERIFIED AND UNTIL YOUR MONITORING SERVICE HAS BEEN ACTIVATED. IF YOU HAVE AN ACTUAL EMERGENCY BEFORE YOUR REGISTERED ADDRESS HAS BEEN VERIFIED AND YOUR MONITORING SERVICE HAS BEEN ACTIVATED, YOU SHOULD IMMEDIATELY CONTACT THE POLICE, FIRE DEPARTMENT, 911 OR APPROPRIATE EMERGENCY RESPONSE SERVICE.

**e. Permit and Registration Requirements**

For the Monitoring Service, some local governments have various permit or registration requirements for your Alarm Product. Without the required permit or registration, emergency responders may not respond to requests from the Monitoring Station for emergency dispatch, and/or fines and penalties may be levied by the applicable local government. Through the Ring application, Ring may notify you if the local government corresponding to the Registered Address for your Alarm Product requires you to obtain a permit or registration for the Monitoring Service. If you are so required to obtain a permit or registration, then you are solely responsible for complying with all requirements of your local government to obtain, maintain and renew the permit or registration, including completing all required applications and renewal applications and paying any applicable fees and renewal fees. In addition, you are solely responsible for keeping, and hereby agree to keep, your Ring account updated with the current permit or registration information. Further, you are responsible for any fines and penalties that may be assessed by the applicable government or municipal authorities against you, Ring or the Monitoring Station arising from your failure to obtain, maintain and renew the applicable permit or registration. To the fullest extent permitted by applicable law, you hereby expressly authorize Ring to charge the payment card associated with your Monitoring Service account the full amount of any such fines or penalties assessed against Ring or the Monitoring Station. If the applicable local government requires Ring to obtain, maintain and renew a permit or registration for your Alarm Products, then Ring may request pre-payment from you for any such fees imposed by the applicable local government for obtaining, maintaining or renewing any such required permits or registrations. You hereby agree to promptly pay Ring for any such pre-payment request, or authorize Ring to charge the payment card associated with your Monitoring Service account. Further, you understand and agree that Ring may elect, in its sole discretion, not proceed with obtaining, maintaining or renewing any such required permits or registrations until you have made such pre-payment, and, in that event, emergency responders may not respond to requests from the Monitoring Station for emergency dispatch, and/or fines and penalties may be levied by the applicable local government, for which you agree to be solely responsible for paying. If Ring pays any fees imposed by the applicable local government for obtaining, maintaining or renewing any such required permits or registrations, you agree to promptly reimburse Ring, upon request, for any such fees, and, to the fullest extent permitted by applicable law, you hereby expressly authorize Ring to charge the payment card associated with your Monitoring Service account for any such fees. Once again, you are solely responsible for keeping, and hereby agree to keep, your Ring account updated with the current permit or registration information. YOU HEREBY AGREE TO RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, ANY DELAY IN THE DISPATCH OF EMERGENCY RESPONDERS, OR ANY THE FAILURE OR REFUSAL OF EMERGENCY RESPONDERS TO SO DISPATCH TO YOUR REGISTERED ADDRESS, DUE TO ANY FAILURE BY YOU TO OBTAIN, MAINTAIN AND RENEW ANY REQUIRED PERMIT OR REGISTRATION FOR YOUR ALARM PRODUCT.

#### **f. Initial Test Status**

AFTER YOUR ALARM PRODUCT HAS BEEN INSTALLED, OPERATIONAL, AND COMMUNICATING WITH THE MONITORING STATION, THE MONITORING STATION WILL, IF NOT PROHIBITED BY APPLICABLE MUNICIPAL, LOCAL OR STATE/PROVINCIAL LAW, CODE OR ORDINANCE, PLACE YOUR ACCOUNT INTO A SEVEN (7) DAY TEST STATUS, OR ANY INTERVAL FOR TEST STATUS OTHERWISE REQUIRED BY APPLICABLE MUNICIPAL, LOCAL OR STATE/PROVINCIAL LAW, CODE OR ORDINANCE (THE "INITIAL TEST PERIOD"). THE MONITORING SERVICE WILL BEGIN ONLY AFTER THE COMPLETION OF THE INITIAL TEST PERIOD. YOU THEREFORE UNDERSTAND THAT THE MONITORING STATION WILL NOT RESPOND OR DISPATCH ANY EMERGENCY RESPONDER TO ANY SIGNAL RECEIVED FROM YOUR ALARM PRODUCT BEFORE THE COMPLETION OF THE

INITIAL TEST PERIOD, EVEN IF THE EVENT OF AN ACTUAL EMERGENCY. UNLESS PROHIBITED BY APPLICABLE MUNICIPAL, LOCAL OR STATE/PROVINCIAL LAW, CODE OR ORDINANCE, YOU WILL HAVE THE OPTION OF OPTING-OUT OF THE INITIAL TEST PERIOD AT ANYTIME BEFORE THE EXPIRATION OF THE INITIAL TEST PERIOD THROUGH THE ACCOUNT SETTING OPTIONS ON YOUR RING APPLICATION. YOU HEREBY AGREE TO RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, THE UNAVAILABILITY OF THE MONITORING SERVICE DURING THE INITIAL TEST PERIOD. IF YOU HAVE AN ACTUAL EMERGENCY DURING THE INITIAL TEST PERIOD, YOU SHOULD IMMEDIATELY CONTACT THE POLICE, FIRE DEPARTMENT, 911 OR APPROPRIATE EMERGENCY RESPONSE SERVICE

#### **g. How the Monitoring Service Works**

The Monitoring Service consists of (a) continuously (i.e., 24 hours a day, seven days a week) monitoring the Alarm Product for purposes of receipt by the Monitoring Station of any listed signal codes from the Alarm Product, and (b) the notification of you, and/or your emergency contacts and/or emergency responders of the receipt of any such listed signal codes by the Monitoring Station, as provided for herein. Notification to you and your emergency contacts may be made by one or more means, to include: calls to the telephone numbers, emails to the email addresses and text messages to the wireless devices you provide Ring for yourself and your emergency contacts.

So that the Monitoring Service can be performed, you must provide Ring with all the information it and/or the Monitoring Station requests for you and your emergency contacts, and notify Ring immediately with any change to any of that information. You agree that any person that you have designated as an emergency contact is authorized to act on your behalf, and has the authority to verify or cancel a listed signal code received by the Monitoring Station prior to, or after, the notification of emergency responders. You understand and agree that Ring and the Monitoring Station will rely, and are entitled to rely, solely on the contact and other information you provide for yourself and your emergency contacts.

Upon receipt of a listed signal code from the Alarm Product, the Monitoring Station will make commercially reasonable efforts to notify you, your emergency contacts and/or emergency responders within a commercially reasonable period of time in accordance with your instructions, the policies and procedures of the Monitoring Station, and any applicable municipal, local or state/provincial law, code or ordinance. In the case of notification to you, if emergency responders have not already been notified by the Monitoring Station, and the response from you indicates notification to emergency responders is appropriate or required, the Monitoring Station will then make commercially reasonable efforts to notify emergency responders. In the case of notification to your emergency contacts, (a) if there is no response from such first contact, and the Monitoring Station has been provided a second contact by you, it will then make commercially reasonable efforts to notify such second contact, and (b) if emergency responders have not already been notified by the Monitoring Station, and the response from your first or second emergency contact indicates notification to emergency responders is appropriate or required, the Monitoring Station will then make commercially reasonable efforts to notify emergency responders (hereinafter the "Notification Protocol"). In the case of notification to your emergency contacts, the Notification Protocol shall be satisfied upon receipt by the Monitoring Station of verbal confirmation of notification from an emergency contact, or by leaving a message with such emergency contact on a telephone answering service, or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications. In the case of notification to emergency responders, the Notification Protocol shall be satisfied upon receipt by

Monitoring Station of verbal confirmation of notification to any person authorized to respond to such notification.

Ring and the Monitoring Station may be subject to applicable laws and industry standards designed to reduce false alarms, and these laws and standards may result in practices and procedures that delay either the notification of emergency responders, or other verification procedures in response to listed signal codes. To the fullest extent permitted by applicable law, codes and ordinances, you agree that the Monitoring Station may, in its reasonable discretion, and notwithstanding anything to the contrary herein, attempt to contact you and/or your emergency contacts to verify that a signal is not a false alarm before dispatching emergency responders. IF THE MONITORING STATION HAS REASON TO BELIEVE THAT NO EMERGENCY CONDITION EXISTS, IT MAY ELECT, IN ITS REASONABLE DISCRETION AND IF NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, CODES AND ORDINANCES, NOT TO DISPATCH EMERGENCY RESPONDERS AND/OR FOLLOW THE NOTIFICATION PROTOCOL.

If you experience a life/safety, property risk, fire, flood, burglary, robbery, medical issue or other emergency event, do not wait to be contacted by the Monitoring Station. Instead, if you are able to do so safely, you should immediately contact the police, fire department, 911 or appropriate emergency response service.

#### **h. Changes to the Monitoring Service**

Ring and the Monitoring Station may from time to time, in response to applicable law or otherwise, revise, replace, change, modify, discontinue or rescind certain policies or procedures relating to the Monitoring Service and the response to listed signal codes. Ring shall endeavor to provide you with notification pursuant to Section III of the Alarm Terms and Conditions of any such revisions, replacements, changes, modifications, discontinuance or rescission within a commercially reasonable period of time either before or after they are effective.

#### **i. False Alarm**

In the event a fine, penalty or fee is assessed against you or Ring or the Monitoring Station by any local government as a result of any false, excessive or other alarm condition or non-compliance with any local ordinance or standard intended to reduce false alarms not caused by the negligence or other wrongdoing of Ring or the Monitoring Station, you agree to be solely responsible for payment, and shall reimburse Ring and the Monitoring Station for any such fines, penalty or fees. To the fullest extent permitted by applicable law, you hereby expressly authorize Ring to charge the payment card associated with your Monitoring Service account the full amount of any such fine, penalty or fee. Please be warned that if your Alarm Product generates more than three (3) false alarm signals within a twenty-four (24) hour period, Ring and/or the Monitoring Station may, if not prohibited by applicable municipal, local or state/provincial law, code or ordinance, place your Alarm Product back in Initial Test Status, as defined above in IX.f of the Alarm Terms and Conditions. However, before placing the Alarm Product back in the Initial Test Status, Ring and/or the Monitoring Station will provide you with at least twenty-four (24) hours advance notification pursuant to Section III of the Alarm Terms and Conditions.

#### ***\*j. Changes to the System Elements \****

PLEASE BE WARNED THAT IF YOU SWITCH OR CHANGE ANY OF YOUR SYSTEM ELEMENTS (AS DEFINED IN SECTION XI OF THE ALARM TERMS AND CONDITIONS), THIS MAY LEAVE YOUR ALARM PRODUCT UNABLE

TRANSMIT SIGNALS TO THE MONITORING STATION AND, THEREFORE, THE MONITORING SERVICE WILL NOT WORK. It is your sole duty to assure that your System Elements are at all times compatible with your Alarm Product and Monitoring Service, and properly functioning.

*\*k. Use of Communications \**

To the fullest extent permitted by applicable law, you hereby consent to the Monitoring Station intercepting, recording, retrieving, reviewing, copying, disclosing and using, for purposes of providing the Monitoring Service, the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which you or your emergency contacts are parties.

## I. Force Majeure

The obligation to provide the Monitoring Services shall immediately terminate, without prior notice, in the event of any of the following: (i) the telephone lines, network or equipment, other communications equipment, software, or physical facilities of the Monitoring Station are destroyed, damaged, or inoperable for any reason whatsoever; or (ii) any war whether declared or undeclared, fire, flood, extreme weather, accident, explosion, act of terrorism, governmental orders, regulations, restrictions or priorities, strike, lockout or other labor troubles, or any other cause beyond the absolute control of the Monitoring Station for the duration of the interrupted service. Ring shall provide you with notice pursuant to Section III of the Alarm Terms and Conditions of such termination as soon as commercially reasonable following any such Force Majeure event.

## m. Optional Private Guard Verification Service

To reduce the high costs of false alarms, your local jurisdiction may require that an alarm signal received by the Monitoring Station from your Alarm Product first be verified by a person physically at the Registered Address as an actual emergency before your local emergency responders (such as police and fire departments) may be dispatched, or will respond to a dispatch request, to your Registered Address ("Alarm Verification"). Generally, Alarm Verification may be provided by you or your emergency contacts when contacted by the Monitoring Station in response to an alarm signal received at the Monitoring Station from your Alarm Product. However, if you or your emergency contacts are unable to provide the Alarm Verification, or if otherwise required by your local jurisdiction, the Monitoring Station may be required, even in the event of an actual emergency, to first dispatch a local private security guard responder to your Registered Address to provide the Alarm Verification before attempting to dispatch emergency responders, or before emergency responders will respond to any dispatch request ("Private Guard Alarm Verification"). If you subscribe to the Monitoring Service, you will have the option of selecting the Private Guard Alarm Verification Service, and additional fees which you agree to pay shall apply. If you choose the Private Guard Alarm Verification Service **(which is recommended by Ring)**, and if a private guard responder is dispatched to your Registered Address by the Monitoring Station for Private Guard Alarm Verification, you hereby authorize the private guard responder to access the exterior areas of the Registered Address (including, but not limited to, doors, windows, gates and all entry points) in an effort to provide the Private Guard Alarm Verification. You understand and agree that the private guard responder will not make entry into any interior areas of your Registered Address and may not jump or climb over fences, walls, gates, or any other physical barrier, or enter areas that are considered inaccessible due to a locked gate, animals present or other safety-related concerns. Further, you understand and agree that the private guard responder's sole responsibility is to provide Private Guard Alarm Verification. The private guard responder is not an emergency responder and



has no duty to provide any emergency or other assistance or aid (medical or otherwise), guard or personal protection services for you or your family members or others, otherwise confront or apprehend any intruder, or otherwise intervene with regard to the emergency in any manner whatsoever. Alarm Verification and the Private Guard Alarm Verification Service may cause delays in the dispatch and arrival of emergency responders to your Registered Address, even in the event of an actual emergency. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND HOLD RING, THE MONITORING STATION, AND ANY CONTRACTOR AND PRIVATE GUARD RESPONDER PROVIDING THE PRIVATE GUARD ALARM VERIFICATION SERVICE, HARMLESS FROM AND AGAINST, ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE CAUSED BY ANY DELAY IN THE DISPATCH OR ARRIVAL OF EMERGENCY RESPONDERS.

IF YOU DO NOT CHOOSE THE PRIVATE GUARD ALARM VERIFICATION SERVICE **(WHICH IS NOT RECOMMENDED, AS RING RECOMMENDS YOU CHOOSE THE PRIVATE GUARD ALARM VERIFICATION SERVICE)**, YOU UNDERSTAND AND AGREE THAT IF YOU OR YOUR EMERGENCY CONTACTS ARE UNABLE TO PROVIDE ALARM VERIFICATION OR IF PRIVATE GUARD ALARM VERIFICATION IS OTHERWISE REQUIRED BY YOUR LOCAL JURISDICTION, THE MONITORING STATION MAY BE UNABLE, EVEN IN THE EVENT OF AN ACTUAL EMERGENCY, TO DISPATCH EMERGENCY RESPONDERS TO YOUR REGISTERED ADDRESS, OR EMERGENCY RESPONDERS MAY NOT RESPOND, MAY DELAY IN RESPONDING, OR MAY REFUSE TO RESPOND, TO ANY DISPATCH REQUEST. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU DO NOT CHOOSE THE PRIVATE GUARD ALARM VERIFICATION SERVICE, YOU HEREBY RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST, ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE CAUSED BY ANY DELAY IN THE DISPATCH OR ARRIVAL OF EMERGENCY RESPONDERS, THE FAILURE OR REFUSAL OF EMERGENCY RESPONDERS TO RESPOND, OR ANY DELAY BY FIRST RESPONDERS IN SO RESPONDING, TO ANY DISPATCH REQUEST TO YOUR REGISTERED ADDRESS, EVEN IN THE EVENT OF AN ACTUAL EMERGENCY.

#### X. MONITORING SERVICE AFTER FREE TRIAL PERIOD.

YOU UNDERSTAND AND AGREE THAT IF YOU DO NOT ENTER INTO A PAID SUBSCRIPTION FOR THE MONITORING SERVICE BEFORE THE END OF YOUR FREE TRIAL PERIOD, THEN YOUR MONITORING SERVICE WILL STOP AT THE END OF YOUR FREE TRIAL PERIOD. YOU FURTHER UNDERSTAND THAT ONCE THE MONITORING SERVICE STOPS, YOUR ALARM PRODUCT WILL NO LONGER SEND ALARM SIGNALS TO THE MONITORING STATION FOR MONITORING SERVICES.

#### XI. BROADBAND INTERNET ACCESS/BACKUP WIRELESS DATA SERVICE.

The Alarm Services and Monitoring Service will not work or be accessible without: (i) a working wi-fi network at your Registered Address that is positioned to communicate reliably with your Alarm Product; (ii) an active, current and properly completed account with Ring; (iii) an enabled and supported wireless device; and (iv) always-on broadband internet access at your Registered Address with bandwidth sufficient to support your Alarm Product (collectively, the or your "System Elements"). It is your responsibility to ensure that you have all required System Elements and that they are compatible and properly configured with your Alarm Product. You acknowledge that the Alarm Services and Monitoring Service may not work as described wh

the requirements and compatibility have not been met. If you change any of the required System Elements, it is your sole duty and responsibility to be sure they are compatible and properly configured to work with your Alarm Product and Alarm Services. If Ring receives notice that you failed to maintain the required System Elements, Ring may, in its sole discretion, elect to terminate the Alarm Services or Monitoring Service in accordance with Section XIII of the Alarm Terms and Conditions. Also, the Monitoring Service only includes a wireless data service that serves as backup during any outage of your broadband internet access (the "Back-Up Wireless Data Service"). For the Back-Up Wireless Data Service to work, your Registered Address must be located within the coverage area of the applicable carrier in North America for the Back-Up Wireless Data Service, and it is your sole responsibility to assure that your Registered Address is so located within the applicable service coverage area. Your Alarm Product may contain a SIM card. You agree not to use the SIM card except in your Alarm Product. Any violation of the restrictions on the use of the SIM card may, in Ring's sole discretion, result in the termination of the Alarm Services or Monitoring Service in accordance with Section XIII hereof. In addition, if Ring detects unauthorized or excessive use of the Alarm Services or Monitoring Service or SIM card, you agree to reimburse Ring for all the data usage associated with the unauthorized or excessive use. You hereby expressly authorize Ring to charge the payment card associated with your account for all related unauthorized or excessive data charges. You understand and agree that neither Ring nor the Monitoring Station are responsible for the operation or non-operation of any of your System Elements or Back-Up Wireless Data Service. You acknowledge and agree that the System Elements and Back-Up Wireless Data Service are not error-free and may be interrupted, delayed, refused, or otherwise limited for a variety of reasons, including insufficient coverage, power outages, termination of service and access, environmental conditions, interference, non-payment of applicable fees and charges, unavailability of radio frequency channels, system capacity, upgrades, repairs or relocations, and priority access by emergency responders in the event of a disaster or emergency ("Service Problem(s)"). Service Problems may result in an inability of your Alarm Product to send listed signal codes to the Monitoring Station and, in such event, the Monitoring Service will be unavailable for the duration of the Service Problem. Further, Service Problems may result in the Alarm Service being unreliable or unavailable for the duration of the Service Problem. Neither Ring, the Monitoring Station, nor any wireless data carrier is responsible or liable for any such Service Problems.

SPECIFICALLY, REGARDING THE BACK-UP WIRELESS DATA SERVICE, YOU ACKNOWLEDGE THAT BACK-UP WIRELESS DATA SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. THE BACK-UP WIRELESS DATA SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF THE WIRELESS DATA CARRIER'S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS. RING AND THE WIRELESS DATA CARRIER MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS AND WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS.

It is your responsibility to install your Alarm Product in strict accordance with the instructions and specifications made available to you. IF YOUR ALARM PRODUCT IS NOT PROPERLY INSTALLED, OR IF YOUR



## XII. DUTY TO PROPERLY INSTALL, TEST AND REPLACE BATTERIES FOR YOUR ALARM PRODUCT.

ALARM PRODUCT OR ANY OF ITS SENSORS ARE OUTSIDE THE DETECTION RANGE OR HINDERED OR OBSTRUCTED BY WALLS, FURNITURE, PERSONAL PROPERTY OR OTHER THINGS, YOU MAY EXPERIENCE FALSE ALARMS OR DETECTION FAILURES. It is your responsibility to test your Alarm Product once installed, and then regularly test and maintain your Alarm Product after installation. Also, it is your responsibility to replace the batteries for your Alarm Product, when necessary. YOU UNDERSTAND AND AGREE THAT YOUR ALARM PRODUCT MAY NOT FUNCTION OR PROPERLY FUNCTION IF THE BATTERIES NEED REPLACEMENT OR SERVICE; PLEASE CHECK THEM REGULARLY.

## XIII. THE CUSTOMER'S DEFAULT

If you fail to perform your obligations under this Agreement (monetary or non-monetary), Ring will have the right, in its sole discretion, to terminate the Monitoring Service or Alarm Services. If Ring elects to do so, it will first notify you pursuant to Section III hereof, of your obligation failures and Ring's intention to terminate the Monitoring Service or Alarm Services (the "Notice of Intention to Terminate"). You will have seventy-two (72) hours from the date the Notice of Intention to Terminate is first sent to you to fully cure your performance failures (the "Cure Period"), time being of the essence. If you fail to timely do so, Ring may then, in its sole discretion, terminate the Monitoring Service or Alarm Services at any time after providing you notification in accordance with Section III hereof (the "Termination Notice"). The termination of the Monitoring Service or Alarm Services will take effect within forty-eight (48) hours after the Termination Notice is first sent to you (the "Termination"). In the event of a Termination, and to the fullest extent permitted by applicable law, you agree to pay Ring, (a) all amounts then due, and (b) Ring's reasonable collection costs, including attorneys' fees and costs. In the event of a Termination of the Monitoring Service or Alarm Services, no Monitoring Service or Alarm Services will thereafter be provided. If Ring waives any default or performance failures, Ring is not waiving other defaults. Any waiver by Ring must be in writing, and may not be implied by its actions or inactions. To the fullest extent permitted by applicable law, in the event of a Termination, you hereby expressly authorize Ring to charge the payment card associated with your account the full amount then due and Ring's reasonable collection costs, including attorneys' fees and costs, if applicable. Further, Ring reserves the right to terminate the Monitoring Service or Alarm Services, with no further obligation to you (except payment for all amounts then due) in the event of: (i) excessive runaway and/or false signals, (ii) your failure to maintain a broadband internet access service, (iii) your wireless data usage being considered harmful or disruptive, or otherwise interfering with the wireless data carrier's network or the ability to provide quality service to other customers, or (iv) the reasonable policies and procedures of the Monitoring Station (collectively, the "Other Termination Reasons"). If Ring elects to terminate the Monitoring Service or Alarm Services for Other Termination Reasons, it will send you a Termination Notice pursuant to Section III of the Alarm Terms and Conditions. The termination of the Monitoring Services or Alarm Services will take effect for the Other Termination Reasons within forty-eight (48) hours after the Termination Notice is first sent to you.

## XIV. SUBCONTRACTING AND ASSIGNMENTS.

You cannot transfer or assign this Agreement without Ring's consent; however, Ring can assign this Agreement or subcontract its obligations without your consent, including the Monitoring Service. If Ring does so, anyone to whom Ring assigns or subcontracts its obligations will receive the benefit of, and have the right to enforce, all the terms and conditions of the Agreement.

## XV. LIMITATIONS OF THE ALARM PRODUCTS

YOUR ALARM PRODUCT MAY NOT BE INTENDED OR DESIGNED FOR OUTSIDE USE, UNLESS EXPRESSLY SPECIFIED FOR OUTDOOR USE IN THE SPECIFICATIONS FOR YOUR ALARM PRODUCT. PLEASE BE SURE TO READ THE SPECIFICATIONS FOR YOUR ALARM PRODUCT BEFORE USING YOUR ALARM PRODUCT OUTDOORS.

## XVI. NO THIRD-PARTY BENEFICIARIES

EXCEPT FOR THE MONITORING STATION, SUBCONTRACTORS AND ASSIGNEES AS PROVIDED FOR OR PERMITTED IN THIS AGREEMENT, THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. For Canadian residents only: In addition to its own benefits and rights under this Agreement, Ring holds the benefits and rights of the applicable provisions of this Agreement as trustee and agent for and on behalf of the Monitoring Station and Ring's subcontractors, and you acknowledge and agree that Ring may enforce those benefits and rights on behalf of the Monitoring Station and/or such subcontractors.

## XVII. MALWARE VULNERABILITY NOTICE AND WAIVER

Equipment that relies on wireless or internet connections or are connected to a network of any kind (such as security systems, communications equipment, cameras, wireless radios, access control, cloud storage, NAS storage, DVRs, NVR and other kinds of networkable security and other devices) may not be secure and may be exploited or hacked by malware and spyware variants ("Malware Vulnerabilities"). Malware Vulnerabilities may provide a gateway for a person with malicious intent the capability to arm or disarm your system or related equipment; view, extract, change, destroy, steal, disclose or alter your data, or the data of others; monitor and/or spy on your activities and the activities of others; cause internet and network outages; provide for unintended or unauthorized access by others to your network, or the network of others; and otherwise place people, property or data at risk. RING MAKES NO WARRANTY OR REPRESENTATION THAT THE ALARM PRODUCTS, ALARM SERVICES OR MONITORING SERVICE IS SECURE, DOES NOT HAVE, OR IS NOT SUSCEPTIBLE TO, MALWARE VULNERABILITIES. Ring assumes no liability whatsoever for any Malware Vulnerabilities and, to the fullest extent permitted by applicable law, you agree to release and hold Ring harmless from any Malware Vulnerabilities and any related loss or damage of any kind or sort, even if caused by any breach of contract or negligence of any kind or degree of Ring (the "Malware Vulnerability Release"). If the Malware Vulnerability Release is not enforceable under applicable law for any reason, then the



LIMITATION OF RING'S LIABILITY in Section IV of the Alarm Terms and Conditions shall apply to any losses or damages, of any kind or sort, arising from, or related to, Malware Vulnerabilities.

#### XVIII. SMART DEVICE STANDARDS/THIRD PARTY DEVICES.

Your Alarm Product may use various open or commonly available standards or means to communicate and work with smart or connected devices that are also similarly used by other systems or services not manufactured by Ring, including Z-Wave, Zigbee HA, Wi-Fi, Bluetooth, and IP devices. HOWEVER, SMART, CONNECTED OR OTHER THIRD-PARTY DEVICES ("THIRD PARTY DEVICES") MAY NOT WORK WITH YOUR ALARM PRODUCT OR THE ALARM SERVICES, OR MAY HAVE LIMITED FEATURES OR FUNCTIONALITY, EVEN IF DESIGNED, SPECIFIED OR MARKETED TO OPERATE USING THE SAME OR SIMILAR STANDARDS OR MEANS OF COMMUNICATION.

RING IS NOT RESPONSIBLE FOR, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND HOLD RING HARMLESS FROM AND AGAINST, ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, ANY ATTEMPT BY YOU TO CONNECT, OR YOUR CONNECTION AND USE OF, THIRD-PARTY DEVICES WITH YOUR ALARM PRODUCT OR ALARM SERVICES. FURTHER, RING MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, RELATING TO ANY THIRD-PARTY DEVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION THAT ANY THIRD-PARTY DEVICE WILL PROPERLY AND SAFELY COMMUNICATE AND WORK WITH YOUR ALARM PRODUCT OR THE ALARM SERVICES, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE RELATING TO ANY THIRD-PARTY DEVICE. In addition, you agree Ring may terminate the Monitoring Service or Alarm Services pursuant to Section XIII of the Alarm Terms and Conditions if Ring, in its sole discretion, believes the operation of any Third-Party Device causes or may cause an issue to your Alarm Product, the Alarm Services, the Monitoring Service or with Ring's liability to you or others.

#### XIX. SMOKE ALARM AND CARBON MONOXIDE DETECTORS.

RING MAKES NO WARRANTY OR REPRESENTATION THAT ANY SMOKE ALARM OR CARBON MONOXIDE DETECTOR SOLD BY RING CONSTITUTES A FIRE ALARM SYSTEM OR MEETS THE REQUIREMENTS OF ANY STATE/PROVINCIAL OR LOCAL LAW, CODE, ORDINANCE, AUTHORITY HAVING JURISDICTION OR INDUSTRY STANDARD, SUCH AS NFPA 72. YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF ANY APPLICABLE STATE/PROVINCIAL OR LOCAL LAW, CODE, ORDINANCE, AUTHORITY HAVING JURISDICTION OR INDUSTRY STANDARD THAT MAY APPLY TO THE INSTALLATION, USE AND SERVICE OF ANY SMOKE ALARM AND CARBON MONOXIDE DETECTOR SOLD BY RING. SMOKE ALARMS ARE NOT TO REMAIN IN SERVICE LONGER THAN TEN (10) YEARS FROM THE DATE OF MANUFACTURE AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU MUST REPLACE SMOKE ALARMS EVERY TEN (10) YEARS AT A MINIMUM, AND SOONER AS NEEDED. IF A SMOKE ALARM FAILS TO PROPERLY OPERATE DURING ANY TEST AT ANY TIME, YOU MUST STOP USING THE SMOKE ALARM AND REPLACE IT IMMEDIATELY.

THE ALARM PRODUCTS AND ALARM SERVICES ARE INTENDED FOR USE ONLY AT YOUR REGISTERED SIN

XX. FOR USE AT CURRENT REGISTERED SINGLE FAMILY RESIDENTIAL OR ELIGIBLE COMMERCIAL ADDRESS ONLY.

FAMILY RESIDENTIAL OR ELIGIBLE COMMERCIAL ADDRESS (as defined below). THE ALARM PRODUCTS ARE NOT CERTIFIED BY UNDERWRITERS LABORATORIES OR ANY SIMILAR OR LIKE CERTIFICATION, THE ALARM PRODUCTS AND ALARM SERVICES MAY NOT FUNCTION, OR PROPERLY FUNCTION, IF ANY OF THE ALARM PRODUCTS ARE INSTALLED OR ANY OF THE ALARM SERVICES ARE USED AT ANY LOCATION OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL OR ELIGIBLE COMMERCIAL ADDRESS. YOU HEREBY AGREE NOT TO INSTALL OR USE YOUR ALARM PRODUCTS OR ALARM SERVICES AT ANY LOCATION OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL OR ELIGIBLE COMMERCIAL ADDRESS, AND NEVER TO INSTALL OR USE THE ALARM PRODUCTS OR ALARM SERVICES AT ANY LOCATION OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL OR ELIGIBLE COMMERCIAL ADDRESS. DO NOT INSTALL OR USE YOUR ALARM PRODUCTS OR ALARM SERVICES AT A MULTI-FAMILY DWELLING, OR A COMMERCIAL ADDRESS THAT IS NOT AN ELIGIBLE COMMERCIAL ADDRESS. YOU HEREBY RELEASE AND HOLD RING HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, YOUR INSTALLATION AND/OR USE OF ALARM PRODUCTS OR ALARM SERVICES AT AN ADDRESS OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS.

“ELIGIBLE COMMERCIAL ADDRESS” IS STRICTLY LIMITED TO THE FOLLOWING: (I) A BUSINESS ESTABLISHMENT THAT IS UTILIZING THE ALARM PRODUCTS OR SERVICES AS AN INTRUSION DETECTION SYSTEM ONLY, AND NOT AS A FLOOD, FREEZE, FIRE, SMOKE OR CARBON MONOXIDE DETECTION SYSTEM; (II) A BUSINESS ESTABLISHMENT THAT HAS INSTALLED AND IS UTILIZING THE ALARM PRODUCTS IN ACCORDANCE WITH THESE ALARM TERMS AND CONDITIONS AND IN ACCORDANCE WITH RING’S DOCUMENTATION AND INSTRUCTIONS CONCERNING INSTALLATION, MAINTENANCE, AND USE OF THE ALARM PRODUCTS, RANGE OF THE ALARM PRODUCTS AND/OR LIMITATIONS OF THE ALARM PRODUCTS; AND (III) A BUSINESS ESTABLISHMENT THAT IS NOT OTHERWISE GOVERNED BY, OR SUBJECT TO, ANY FEDERAL, STATE OR LOCAL CODES, LAWS, ORDINANCES, REGULATIONS, STANDARDS OF PRACTICE, UNDERWRITERS LABORATORIES CERTIFICATION OR OTHER SIMILAR OR LIKE CERTIFICATION, COMPLIANCE REQUIREMENTS, INSURANCE REQUIREMENTS, LEASE REQUIREMENTS OR ANY OTHER AGREEMENTS OR REQUIREMENTS BETWEEN OR AMONG THE CUSTOMER AND ANY THIRD PARTY(S), IN EACH CASE REGARDING THE DESIGN, PURCHASE, INSTALLATION, USE, TESTING, REPAIR, MAINTENANCE, INSPECTION AND/OR MONITORING OR SERVICE OF AN INTRUSION DETECTION SYSTEM OF ANY KIND OR SORT. YOU HEREBY RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, YOUR PURCHASE, INSTALLATION AND/OR USE OF THE ALARM PRODUCTS AND/OR ALARM SERVICES FOR OR AT A LOCATION OTHER THAN A REGISTERED ELIGIBLE COMMERCIAL ADDRESS.

XXI. RING CUSTOMER SERVICE AND SUPPORT.

You understand and agree that any customer service and any customer care and support offered or provided by Ring is not a Monitoring Service, a 911 service or dispatch center, or an emergency service provider or dispatch service. PLEASE DO NOT CONTACT RING CUSTOMER SERVICE OR ANY CUSTOMER CARE AND SUPPORT OFFERED BY RING WITH ANY LIFE/SAFETY, PROPERTY RISK, FIRES, FLOODS, BURGLARIES, ROBBERIES, MEDICAL ISSUES OR OTHER EMERGENCIES. IF YOU HAVE ANY SUCH EMERGENCY. YOU SHOULD IMMEDIATELY CONTACT THE POLICE, FIRE DEPARTMENT, 911 OR APPROPRIATE EMERGENCY RESPONSE SERVICE.

XXII. STATE LICENSURE/ADDRESS AND PHONE NUMBER FOR RING

The following is a list of licenses maintained by Ring, along with Ring’s address and telephone number in the event you need to contact Ring:

Ring Protect Inc., 1523 26th Street, Santa Monica, CA 90404, Phone: 1-800-656-1918

State License: AL: 19-001835; AR: 2657 Regulated by: Department of Arkansas State Police 1 State Police Plaza Drive Little Rock, Arkansas 72209 501-618-8600; AZ 20790; CA: ACO 7723 alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DE: 17-270; DC:602517000011; FL: EF20000578; GA: LVU405565; IL: 127.001708 & 124.001917; LA: F236; MI: 8002000032; MS: 15032034; NJ: Burglar Alarm Business Lic. # 34BX00021400; NY- licensed by the N.Y.S. Department of State -12000327271; NC: 521-CSA Licensed by the Alarm Systems Licensing Board of the State of North Carolina; NM:393671; OK: AC440654; OR: 78479; RI: 5844B; SC: BAC 13770 FAC 1372M; TN: 2065; TX: B05209301; UT: 1047978-6501; VA: 11-15770; WA: RINGPPI830PE



Get the App



# 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)

Received 05/17/2019  
by Sandra Novoa

Date of Request: May 30, 2019

Name of Requestor: Mayor Daniel Dietch

Organization: Town of Surfside, Parks and Recreation Department

Address: 9293 Harding Avenue Surfside Florida, 33154

Phone / E-Mail: (305) 866 – 3635, [tmilian@townofsurfsidefl.gov](mailto:tmilian@townofsurfsidefl.gov)

Name of Individual / Organization to be honored:

Town of Surfside, Parks and Recreation Department

Title for Proclamation or Certificate:

Designation of July as Parks and Recreation Month

Date of Recognition: July 9, 2019

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

- WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the Town of Surfside; and
- WHEREAS, parks and recreation are vitally important to establishing and maintaining the quality of life in our community, ensuring the health of all citizens and contributing to the economic and environmental well-being of a community and region; and
- WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and
- WHEREAS, parks and recreation programs enhance our quality of life by contributing to a healthy lifestyle, community building, economic development and environmental sustainability; and
- WHEREAS, parks and recreation programs boost the economy, attract new business, and increase tourism; and
- WHEREAS, Florida is home to more than 175 state parks, trails and historic sites that inspire residents and visitors with recreational opportunities and scenic beauty that create personal connections and experiences which help strengthen families, educate children and support local economies; and
- WHEREAS, local, state and national parks located within the State of Florida contribute to the overall quality of life enjoyed by residents and visitors to our state.
- WHEREAS, Town of Surfside recognizes the benefits derived from parks and recreation resources.





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

Document is to be:

- Presented at a Commission Meeting in July 2019 (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: \_\_\_\_\_



**RON DeSANTIS**  
GOVERNOR

***RECREATION AND PARKS MONTH IN FLORIDA***

**WHEREAS, parks and recreation programs enhance our quality of life by contributing to a healthy lifestyle; community building, economic development and environmental sustainability; and**

**WHEREAS, parks and recreation programs boost the economy, attract new business, and increase tourism; and**

**WHEREAS, Florida is home to more than 175 state parks, trails and historic sites that inspire residents and visitors with recreational opportunities and scenic beauty that create personal connections and experiences which help strengthen families, educate children and support local economies; and**

**WHEREAS, the Florida Park Service is the proud recipient of three National Gold Medals for Excellence in Park and Recreation Management, making Florida America's only three-time Gold Medal winner; and**

**WHEREAS, our parks and trails ensure ecological beauty, provide space to enjoy nature, help maintain clean air and water, and preserve plant and animal wildlife; and**

**WHEREAS, local, state and national parks located within the State of Florida contribute to the overall quality of life enjoyed by residents of and visitors to our state.**

**NOW, THEREFORE, I, Ron DeSantis, Governor of the State of Florida, do hereby extend greetings and best wishes to all observing July 2019 as *Recreation and Parks Month in Florida*.**



**IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed at Tallahassee, the Capital, this 1st day of July, in the year two thousand nineteen.**

  
Governor



## PROCLAMATION

*WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the Town of Surfside; and*

*WHEREAS, parks and recreation are vitally important to establishing and maintaining the quality of life in our community, ensuring the health of all citizens and contributing to the economic and environmental well-being of a community and region; and*

*WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and*

*WHEREAS, parks and recreation programs enhance our quality of life by contributing to a healthy lifestyle, community building, economic development and environmental sustainability; and*

*WHEREAS, parks and recreation programs boost the economy, attract new business, and increase tourism; and*

*WHEREAS, Florida is home to more than 175 state parks, trails and historic sites that inspire residents and visitors with recreational opportunities and scenic beauty that create personal connections and experiences which help strengthen families, educate children and support local economies; and*

*WHEREAS, local, state and national parks located within the State of Florida contribute to the overall quality of life enjoyed by residents and visitors to our state.*

*WHEREAS, Town of Surfside recognizes the benefits derived from parks and recreation resources.*

*In witness thereof I have hereunto set my hand this 9<sup>th</sup> day of July 2019.*

---

*Daniel Dietch, Mayor  
Town of Surfside, Florida*



## MEMORANDUM

ITEM NO. 4A1

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 11, 2019  
**Subject:** Florida Friendly Ordinance – Second Reading

The purpose of this memorandum is to summarize the Florida Friendly landscape requirements.

The current Town of Surfside Landscape Code utilizes xeriscaping landscape requirements, which are a set of seven principles (Planning and Design, Soil Improvements, Practical Turf Area, Efficient Irrigation, Mulch, Low Water Use Plants and Appropriate Maintenance) for water-wise landscaping. These principles utilize the concept of planning, design and maintenance of the landscaping with a sensible approach for water efficiency that allows the conservation of water while providing an attractive landscape.

It is recommended that the Town adopt a Florida Friendly landscape ordinance, which provides more robust standards than the Town's current regulations. This program has nine principles and is aimed at Florida's unique natural resources. It utilizes planning, design, installation and maintenance (Right Plant-Right Place, Water Efficiency, Fertilize Appropriately, Mulch, Attract Wildlife, Manage Yard Pest Responsibility, Recycle, Prevent Storm Runoff and Protection of Waterfronts). These principles seek to reduce environmental impacts from landscaping by properly applying water, fertilizer and pesticides, creating a wildlife habitat, preventing erosion and recycling yard wastes.

The proposed ordinance provides regulations for fertilizer and pesticides. Herbicides are not addressed in this ordinance as it is not a principal regulated by Florida Friendly. However, and a separate ordinance regulating herbicides is currently being researched and once prepared, will be presented to the Town Commission.

The proposed ordinance has provided efficient irrigation design standards, fertilizer standards, pesticide management and the requirement to utilize Florida Friendly principles as identified in Florida Friendly Landscaping Guide to Plant Selection & Landscape Design.

The current landscape code is set up to be very site specific, functional, sustainable, irrigation efficient, water conservation focused, protective of the natural native habitat while providing a cohesive, distinctive lush design theme. The proposed modifications expand the current standards by seeking to reduce the environmental impact of fertilizers and pesticides, create a wildlife habitat and further encourage water conservation through efficiencies.

Staff has prepared an ordinance which exceeds the minimum requirements in Miami-Dade County and meets the Florida Friendly requirements. Modifying the existing ordinance to incorporate Florida Friendly principles will enhance, strengthen and provide a safer environment for the Town.

Enforcement of fertilizer and pesticides requires additional staff, particularly at the beginning when all properties must be inspected for compliance.

Only the sections that are in strike through and underline within the attached ordinance are being modified, which primarily relate to fertilization and irrigation. The existing landscape code has very specific requirements for the installation of landscaping, however this is applicable only to new construction and substantial improvements as defined in the code. The Planning and Zoning Board reviews the proposed landscaping, which requires a certain amount of trees and shrubs per lot. The Town also has an approved species list. This has been in the code for over 10 years and has been enforced when sites develop. This ordinance does not modify any of the required landscaping. Instead, it brings the Town into compliance with Florida Friendly provisions for fertilization and irrigation.

This ordinance was approved by the Town Commission on first reading on May 14, 2019. Minor, non-substantive changes were made which have been included in the second reading ordinance attached hereto. The Planning and Zoning Board recommend approval of the ordinance to the Town Commission on May 23, 2019. Staff recommends that the Commission approve this ordinance on second reading.

Reviewed by

Prepared by SSG

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3

**WHEREAS**, Article VIII, “Landscape Requirements,” (the “Landscape Ordinance”) of Chapter 90, “Zoning” of the Town of Surfside (“Town”) Code of Ordinances (“Code”) utilizes xeriscaping landscape requirements, which are a set of seven principles (Planning and Design, Soil Improvements, Practical Turf Area, Efficient Irrigation, Mulch, Low Water Use Plants and Appropriate Maintenance) for water-wise landscaping (“Xeriscaping Principles”); and

**WHEREAS**, Xeriscaping Principles utilize the concept of planning, design and maintenance of the landscaping with a sensible approach for water efficiency that allows the conservation of water while providing an attractive landscape; and

**WHEREAS**, Miami-Dade County has adopted a Florida Friendly landscape ordinance, which has nine principles utilizing planning, design, installation and maintenance (Right Plant-Right Place, Water Efficiency, Fertilize Appropriately, Mulch, Attract Wildlife, Manage Yard Pest Responsibility, Recycle, Prevent Storm Runoff and Protection of Waterfronts) and is aimed at Florida’s unique natural resources; and

**WHEREAS**, the Florida Friendly landscape principles seek to reduce environmental impacts from landscaping by properly applying water, fertilizer and pesticides, creating a wildlife habitat, preventing erosion and recycling yard wastes; and

**WHEREAS**, the Town’s current Landscape Ordinance addresses, either explicitly or impliedly, the Florida Friendly landscape principles; and

**WHEREAS**, the Town Commission seeks to exceed the minimum requirements of the Miami-Dade County Ordinance and meet the requirements of Florida Friendly landscape principles; and

**WHEREAS**, the Town Commission seeks to reduce the impact of nutrients on surface and ground waters; and



**WHEREAS**, limiting the amount of fertilizer applied to the landscape will reduce the risk of nutrient enrichment of surface and ground waters; and

**WHEREAS**, effective nutrient management requires more comprehensive control measures; and

**WHEREAS**, the Town Commission has determined that the use of fertilizers on lands within the Town creates a risk to contributing to adverse effects on surface and/or ground water; and

**WHEREAS**, the Town Commission finds that Article VIII, “Landscape Requirements,” of Chapter 90, “Zoning” of the Town Code should be amended to enhance, strengthen, and provide a safer environment for the Town; and

**WHEREAS**, the Town Commission finds that this Ordinance is necessary for the preservation and improvement of the environment, public health, safety and welfare of the Town's residents and visitors.

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE  
HEREBY ORDAINS:<sup>1</sup>

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

**Section 2.** **Town Code Amended.** The Code of the Town of Surfside, Florida is hereby amended by amending Article VIII, “Landscape Requirements,” of Chapter 90, “Zoning” as follows:

## Chapter 90 – Zoning

\*\*\*

## Article VIII. – Landscape Requirements

**Sec 90-85. - General.**

**90-85.1 Purpose and intent.** The general purposes of this section are as follows:

- (1) To encourage the establishment of a functional landscape and improve the aesthetic quality, thereby promoting the health and general welfare of its citizenry in the Town of Surfside:

<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicted with highlighted ~~double strikethrough~~ and double underline.

- (2) To create and enhance the aesthetic subtropical character and identity distinctiveness of the Town of Surfside;
- (3) To design landscaping to enhance architectural features, relate structure design to the site, visually screen sites and unsightly views, reduce noise impacts from major roadways and incompatible uses, strengthen important vistas and reinforce neighboring site design and architecture,
- (4) To prevent the expansion of the listed pest plant species by prohibiting the use of noxious exotic plants which invade native plant communities;
- (5) To promote the use of more wind tolerant trees and proper horticultural planting methods in order to maintain a more sustainable landscape;
- (6) To promote ~~xeriscape~~ Florida Friendly principles through the use of drought-tolerant landscape species, grouping of plant material by water requirements, right plant in the right place, appropriate fertilization, the use of irrigation systems that conserve the use of potable and non-potable water supplies, mulching and restrictions on the amount of lawn areas;
- (7) To utilize landscape material, specifically street trees, to visually define the hierarchy of roadways, and to provide shade and a visual edge along roadways;
- (8) To prevent the destruction of the town's existing tree canopy and promote its expansion to be valued and preserved for present and future generations;
- (9) To provide for the preservation of existing natural plant communities and re-establish native habitat where appropriate, and encourage the appropriate use of native plant and salt tolerant plant material in the landscape and where applicable, encourage appropriate wildlife habitat areas;
- (10) To promote the use of trees and shrubs for energy conservation by encouraging cooling through the provision of shade and the channeling of breezes, thereby helping to offset global warming and local heat island effects through the added absorption of carbon dioxide and reduction of heat islands;
- (11) To contribute to the processes of air movement, air purification, oxygen generation, ground water recharge, and stormwater runoff retention, while aiding in the abatement of noise, glare, heat, air pollution and dust generated by major roadways and intense use areas;
- (12) To improve the aesthetic appearance of the town through the use of plant material, thereby protecting and increasing property values within the community;
- (13) To promote the concept of planting the right tree or plant in the right place to avoid problems such as clogged sewers, cracked sidewalk and power services interruptions;
- (14) To provide the physical benefits of using plant material as a function and integral part of the Town of Surfside's development;
- (15) To provide minimum standards for landscaping new developments or for redevelopment;

- (16) To promote water conservation and vegetation protection objectives by providing for:
- a. The preservation of existing plant communities pursuant to the requirements of the Miami-Dade's Tree Preservation and Protection Ordinance;
  - b. The reestablishment of native plant communities;
  - c. The use of site-specific plant materials; and
  - d. The implementation of ~~Xeriscape~~ Florida Friendly principles as identified in Florida-Friendly Landscaping-Guide to Plant Selection & Landscape Design ~~South Florida Water Management District's Xeriscape Plant Guide II~~, as amended, and as provided by law.

## 90-85.2 Definitions.

*Accessway*: A private vehicular roadway intersecting a public right-of-way.

*Applicant*: The owner or the authorized agent of the subject property.

*Application or apply* means the actual physical deposition of fertilizer to turf or landscape plants.

*Applicator* means any person who applies fertilizer on turf and/or landscape plants.

*Approved test* means a soil test from the University of Florida, government, or other commercial licensed laboratory that regularly performs soil testing and recommendations.

*Automatic controller* means a mechanical or electronic device, capable of automated operation of valve stations to set the time, duration and frequency of a water application.

*Berm*: A linear earthen mound measured from the crown of the road or abutting finish floor elevation and has a maximum slope of three to one. The berm shall consist of clean fill composed of planting soil.

*Best management practices (BMP's)* means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practical site-specific means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

*Buffer, perimeter landscape*: An area of flat a grade or bermed land which is set aside along the perimeters of a parcel of land in which landscaping is required to provide an aesthetic transition between adjacent plots to eliminate or reduce the adverse environmental impact, and incompatible land use impacts.

*Canopy*: The upper portion of a tree consisting of limbs, branches and leaves.

*Clear trunk*: The distance between the top of the root ball along the vertical trunk or trunks of a tree to the point at which lateral branching or fronds begin.

*Clear wood ("gray wood")*: The portion of the palm trunk which is mature hardwood measured from the top of the root ball to the base of green terminal growth or fronds.

*Code enforcement officer, official, or inspector* means any designated employee or agent of the Town of Surfside whose duty is to enforce codes and ordinances enacted by the Town.

*Commercial applicator* except as provided in F.S. § 482.1562(9), means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicators.

~~*Commercial fertilizer applicator* means any person who applies fertilizer on turf and/or landscape plants in the Town in exchange for money, goods, services or other valuable consideration.~~

*CPTED*: The acronym crime prevention through environmental design; design approach to reduce crime and fear of crime by creating a safe climate within a building environment.

*Diameter breast height (DBH)*: The diameter of the tree trunk(s) measured at 4½ feet above grade.

*Disturbed land/ground*: Any land where the original natural vegetation has been removed, displaced, overtaken or raked.

*Emitter* primarily refers to devices used in microirrigation systems.

*Fertilizing or fertilization* means the act of applying fertilizer to turf, specialized turf or landscape plants.

*Fertilizer* means any substance or mixture of substances that contains one or more recognized plant nutrients and which promotes plant growth, controls soil acidity or alkalinity, provides other soil enrichment, or provides other corrective measures to the soil.

*Florida-friendly landscape*. The principles of Florida-friendly landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of stormwater runoff, and waterfront protections. Additional components of Florida-friendly landscape include planning and design, soil analysis, the uses of solid waste compost, practical use of turf, and proper maintenance.

*Functional landscaping*: The combination of living and nonliving materials that, when installed or planted, creates an ongoing system providing aesthetic and environmental enhancement to a particular site and surrounding area.

*Groundcover*: A dense, low-growing plant, other than turf, that, by the nature of its growth characteristics completely covers the ground and does not usually exceed two feet in height.

*Guaranteed analysis* means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

*Hedge*: A dense row of evenly spaced shrubs planted to form a continuous, unbroken visual screen.

*Hydrozone* means a distinct grouping of plants with similar water needs and climatic requirements.

*Impervious area*: An area covered by a material which does not permit infiltration or percolation of water directly into the ground.

*Infiltration rate* means the rate of water entry into the soil expressed as a depth of water per unit of time (inches per hour).

*Irrigated landscape area* means all outdoor areas that require a permanent irrigation system.

Irrigation zone means a grouping of sprinkler heads, soakers, bubblers, or microirrigation emitters operated simultaneously by the control of one valve.

Institutional applicator means any person, other than a private person applying fertilizer on their own residential property or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners, managers, or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites, and any residential properties maintained in condominium and/or common ownership.

*Irrigation:* The method of supplying plant materials with water other than by natural rainfall.

*Landscape/landscaping:*

(1) When used as a noun, this term shall mean living plant materials such as grasses, groundcover, shrubs, vines, trees or palms and nonliving durable materials commonly used in environmental design such as, but not limited to, walls or fences, aesthetic grading or mounding, but excluding pavers, paving, artificial turf, turf block, rocks and structures.

(2) When used as a verb, this term shall mean the process of installing or planting materials commonly used in landscaping or environmental design.

*Mulch:* Organic, arsenic free, material such as wood chips, pine straw or bark placed on the soil to reduce evaporation, prevent soil erosion, control weeds and enrich the soil.

*Multi-trunk trees:* A tree that has a minimum of three trunks with no more than five trunks of equal diameters originating from the ground and with angles no greater than forty-five (45) degrees. ;b1; *NOTE:* The town can require either multi-trunk or single trunk on certain trees.

Microclimate means the climate of a specific area in the landscape that has substantially differing sun exposure, temperature, or wind, than surrounding areas or the area as a whole.

Microirrigation (low volume) means the application of small quantities of water directly on or below the soil surface, usually as discrete drops, tiny streams, or miniature sprays through emitters placed along the water delivery pipes (laterals). Microirrigation encompasses a number of methods or concepts including drip, subsurface, bubbler, and spray irrigation, previously referred to as trickle irrigation, low volume, or low flow irrigation that deliver water directly to plant root zones with a high degree of efficiency, no runoff, and little to no evaporation.

Moisture sensing device or soil moisture sensor means a device to indicate soil moisture in the root zone for the purpose of controlling an irrigation system based on the actual needs of the plant.

*Native habitat:* An area enhanced or landscaped with an appropriate mix of native tree, shrub and groundcover species that resembles a native plant community in structure and composition or is naturally occurring.

221 *Native plant community:* A natural association of plants dominated by one or more  
222 prominent native plant species, or a characteristic physical attribute as indicated by the  
223 Town of Surfside.

224 *Native plant species:* Native plant species shall be those plant species indigenous to the  
225 ecological communities of South Florida, as indicated on lists provided by Town of  
226 Surfside, or that can be scientifically documented to be native to South Florida.

227 *Open space:* All pervious landscape planting areas of the site.

228 *Overall height:* The height measured from the ground to the bend of the top most branch of  
229 the tree. Overall height on palms: the measurement from the ground to the bend of the  
230 topmost frond.

231 *Pervious areas:* Any portion of the ground unobstructed by a non landscape planting surface  
232 which prevents or slows down the natural seepage of water into the ground.

233 *Planting soil/topsoil:* A medium composed of 50 percent sand and 50 percent muck. Palm  
234 planting soils shall compose of no more than 80 percent sand and remainder soil consisting  
235 of muck. It must be clear and free of construction debris, weeds and rocks, with a pH  
236 between 6.5 and 7.

237 Person means any natural person, business, corporation, limited liability company,  
238 partnership, limited partnership, association, club, organization and/or any group of people  
239 acting as an organized entity.

240 Point of connection (POC) means the location where an irrigation system is connected to a  
241 water supply.

242 Pop-up sprays means spray heads that pop up with water pressure and provide a continuous  
243 spray pattern throughout a given arc of operation.

244 Pressure tank means a pressurized holding tank for irrigation water coming from wells to  
245 minimize cycling of the water pump.

246 Pump cycling means irrigation pump coming on and shutting off frequently during operation  
247 of irrigation systems.

248 Prohibited application period means the time period during which application of fertilizer is  
249 prohibited due to the potential of run-off to negatively impact the environment, including  
250 tropical storms and hurricane warnings, or for any portion of the Town where heavy rain has  
251 been forecasted.

252 Rain sensor device means a low voltage electrical or mechanical component placed in the  
253 circuitry of an automatic irrigation system that is designed to turn off a sprinkler controller  
254 when precipitation has reached a pre-set quantity.

255 Runoff means water that is not absorbed by the soil or landscape and flows from the area.

256 *Redevelopment:* Any proposed expansion, addition, or facade change to an existing building,  
257 structure, or parking facility. Redevelopment may also mean any rebuilding activity which  
258 has no net increase in built-upon area or which provides equal or greater stormwater control  
259 than the previous development. Exception to this definition, single family dwelling



redevelopment would be considered when 75 percent or greater of the existing structure is knocked down.

Saturated soil means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this article, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

Slow-release means nitrogen in a form which delays its availability for vegetative uptake and use after application, or which extends its availability to the vegetation longer than a reference rapid or quick release product. It includes the terms "controlled release", "timed release," "slowly available" and "water insoluble nitrogen."

*Shrub:* A self-supporting, woody plant full to the ground with three or more branches produced from the ground which could be maintained in a healthy state to the height indicated on the landscape plans.

Soil moisture sensor . See Moisture sensing device .

Soil texture means the classification of soil based on the percentage of sand, silt, and clay in the soil.

*Site-specific plant materials:* The use of plant species selected to minimize supplemental irrigation, fertilization and pest control.

*Town:* The department or division of the Town of Surfside government that the town manager has designated to enforce the landscaping requirements of this section.

*Tree:* A self-supporting, woody perennial plant, usually with one vertical stem or main trunk, which naturally develops a distinct, elevated crown and provides, at maturity, natural characteristics of the species.

- (1) *Tree, Dicotyledonous (Dicot)* is a tree having a woody stem and branches and leaves with net venation and having a separate, distinct outer bark which can be peeled from the tree.
- (2) *Tree, Monocotyledonous (Monocot)* is a palm or a tree having fronds with parallel venation and no true woody bark with a minimum overall natural height of ten feet at maturity.

*Tree abuse:*

- (1) Hat racking, flat-cutting the top of a tree, severing leader or leaders of a tree.
- (2) Pruning that reduces the total height or spread of a tree canopy by more than 30 percent in one year.
- (3) Cutting upon a tree which destroys its natural habit of growth.
- (4) Pruning that leaves stubs or results in a flush cut or splitting of limb ends.
- (5) Peeling or stripping of bark or the removal of bark to the extent that if a line is drawn at any height around the circumference of the tree, over one-third of the length of the line falls on portions of the tree where the bark remains.

- (6) The use of climbing spikes, nails or hooks with the exception for the purposed of total tree removal.
- (7) Pruning that does not conform to the standards set by the American National Standards Institute (ASI A300), as amended, with the exception of palm pruning which shall allow no pruning of fronds above the horizontal plane.
- (8) Using nails or other piercing devices for the purpose of attaching signage or any objects to a tree.
- (9) Girdling of trees by guying, staking, support, string trimmers, or non-removal of planting materials from the root balls.
- (10) Lawn mower string trimmer or deck damage inflicted on any portion of a tree.
- (11) Vehicular damage inflicted causing bark removal, tree leaning and/or destruction. Also, any damage and/or compaction of the roots by vehicular usage.
- (12) Structures being placed or constructed within a tree.
- (13) Utilizing any portion of a tree as a fence or similar structural support.
- (14) The use of oils, chemicals or other materials poured on the roots and/or trees. Also, the painting of trees with paint and/or other similar material.

~~Turf: The upper layer of soil matted with roots of grass and covered by viable grass blades.~~  
A mat layer of living monocotyledonous grass plants such as, but not limited to, Bahia, Bermuda, Centipede, Seaside Paspalum, St Augustine, and Zoysia and their cultivars.  
However, this definition does not include any type of synthetic/artificial turf.

Urban landscape means pervious areas on residential, commercial, industrial, institutional, road rights-of-way or other nonagricultural lands that are planted with turf or landscape plants.

*Vegetation:* Angiosperms, gymnosperms, ferns and mosses.

*Vehicular encroachment:* Any protrusion of a motor vehicle outside of the boundaries of a vehicular use area into a landscape area.

*Vehicular use area (VUA):* An area used for loading, circulation, access, storage, parking, or display of any type of vehicle, boat, or construction equipment whether self-propelled or not.

*Vine:* Any plant with a long, slender stem that trails or creeps on the ground or climbs by winding itself on a support.

~~*Xeriscape:* A landscaping method that maximizes the conservation of water by use of site-appropriate plants and an efficient watering system.~~

## **Sec. 90-86. - Landscape permit plans.**

\*\*\*

### **90-86.3** The irrigation plan shall meet the following requirements:

- (1) The same scale of the site plan, but no smaller than one inch equals 50 feet.

- (2) Location of existing trees, vegetation and native plant communities to remain, if applicable.
- (3) Location of existing buildings, paving, and site improvements to remain.
- (4) Location of proposed buildings, paving, site improvements, and water bodies.
- (5) Main location with sleeves, size and specifications.
- (6) Valve location, size and specifications.
- (7) Pump location, size and specifications or water source.
- (8) Backflow prevention device type and specifications.
- (9) Controller locations and specifications.
- (10) Zone layout plan (minimum scale 1" = 20"):
- (11) Provide 100 percent coverage and 100 percent overlap.
- (12) Indicating head-type, specifications and spacing.
- (13) Indicate location and details of rain sensor, second water meter, and rainwater citrons; and
- (14) Indicating methods used to achieve compliance with ~~xeriscape~~ Florida Friendly principles as required by F. S. § ~~166.048~~ 373.228.
- (15) Efficient Irrigation Design. All new irrigation installations shall meet the irrigation standards identified per §373.228, F.S. These include:
1. Irrigation systems, including the use of micro-irrigation as appropriate, shall be designed to meet the needs of the plants in the landscape.
  2. When feasible, irrigation systems shall be designed to separately serve turf and non-turf areas.
  3. The irrigation system plans, and specifications shall identify the material to be used and the construction methods.
  4. The design shall consider soil, slope and other site characteristics in order to minimize water waste, including overspray, the watering of all impervious surfaces and other non-vegetated areas, and off-site runoff.
  5. The system shall be designed to minimize free flow conditions in case of damage or other mechanical failure.
  6. The system shall be designed to use the lowest quality water feasible.
  7. Rain switches or other approved devices, such as soil moisture sensors to prevent unnecessary irrigation, shall be incorporated. (Section 373.62, F.S.)
  9. A recommended seasonal operating schedule and average precipitation rate for each irrigation zone for both establishment and maintenance conditions shall be provided.
  10. Control systems shall provide the following minimum capabilities:

- i. Ability to be programmed in minutes, by day of week, season, time of day,
  - ii. Ability to accommodate multiple start times and programs,
  - iii. Automatic shut off after adequate rainfall,
  - iv. Ability to maintain time during power outages for a minimum of three (3) days, and
  - v. Operational flexibility to meet applicable year-round water conservation requirements and temporary water shortage restrictions.
- 11. Recommended maintenance activities and schedules shall be included.
- 12. Precipitation rates for sprinklers and all other emitters in the same zone shall be matched, except that micro irrigation emitters may be specified to meet the requirements of individual plants.
- 13. Irrigation systems shall be designed to maximize uniformity, considering factors such as:
  - i. Emitter types.
  - ii. Head spacing.
  - iii. Sprinkler pattern.
  - iv. Water pressure at the emitter.
- 14. Irrigation systems with main lines larger than two (2) inches or designed to supply more than seventy (70) gallons per minute shall incorporate a means to measure irrigation water use, at a minimum of ninety-five (95) percent accuracy across the flow range.
- 15. Irrigation system plans and specifications shall require the system installer to conduct final testing and adjustments to achieve design specifications prior to completion of the system and acceptance by the owner or owner's representative.
- 16. The irrigation system shall be designed to correlate to the organization plants into zones as described in section 12-102 above. The water use zones shall be shown in the irrigation plan. All plants (including turf) require watering during establishment. Temporary facilities may be installed to facilitate establishment.
- 17. Rain shut-off switch equipment shall be required on automatic irrigation systems to avoid irrigation during periods of sufficient soil moisture, in accordance with Florida Law ([Section] 373.62, F.S.). Said equipment shall consist of an automatic mechanical or electronic sensing device or switch that will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.
- 18. The installation of tracer wire along main lines and laterals shall be required to permit easy location and prevent inadvertent cutting of pipes.

- 409           19. If the water supply for the irrigation system is from a well, a constant pressure  
410           flow control device or pressure tank with adequate capacity shall be required to  
411           minimum pump "cycling".
- 412           20. Check valves must be installed at irrigation heads as needed to prevent low  
413           head drainage and puddling.
- 414           21. Nozzle precipitation rates for all heads within each valve circuit must be  
415           matched to within twenty (20) percent of one another.
- 416           22. A pressure-regulating valve shall be installed and maintained if static service  
417           pressure exceeds eighty (80) pounds per square inch. The pressure regulating  
418           valve shall be located between the meter and the first point of division in the  
419           pipe and set at a not more than fifty (50) pounds per square inch when  
420           measured at the most elevated fixture in the structure served. This requirement  
421           may be waived if satisfactory evidence is provided that high pressure is  
422           necessary in the design and that no water will be wasted as a result of high-  
423           pressure operation.
- 424           23. To assist the end user to operate the system property, in addition to the  
425           minimum requirements of [Section] 373.228, F.S., the following are  
426           encouraged to be provided to the owner at the time of installation. The map  
427           shall be attached inside each irrigation controller or be kept in another readily  
428           available location if it is not practical to insert into a small container.
- 429                   1. Irrigation schedule information, with instructions for seasonal timer  
430                   and sensor changes;
- 431                   2. Irrigation system plans and specifications including as-constructed  
432                   drawings, recommended maintenance activities and schedules;
- 433                   3. Operations schedules, design precipitation rates, and instructions on  
434                   adjusting the systems to apply less water after the landscape is  
435                   established;
- 436                   4. Maintenance schedule, water source, water shut-off method, and the  
437                   manufacturing operational guide for their irrigation controller;
- 438                   5. To the extent feasible, similar information should be made available  
439                   for subsequent property transfers.
- 440           24. Reduced-pressure-principle backflow preventers shall be recertified  
441           yearly.

442   **Sec. 90-87. - Installation of landscaping and irrigation.**

443   All landscaping and irrigation shall be installed according to accepted horticultural planting  
444   procedures with the quality of plant materials as hereinafter described, including:

- 445       (1) Planting soil/topsoil shall be of the minimum quality as specified in the plant materials  
446       section of this Code. All trees, palms, shrubs, and ground covers shall be planted with a  
447       minimum of 12 inches or two times the root ball of planting soil around root ball. A  
448       minimum of three inches of shredded, approved arsenic free, organic mulch or

groundcover shall be installed around each tree planting for a minimum of 18 inches beyond its trunk in all directions, including palms, and throughout all hedge, shrub, and groundcover planting. The use of mulch obtained from Melaleuca, Eucalyptus, or other invasive plant species is encouraged in order to reduce their impact on the environment and to preserve the remaining native plant communities.

- (2) All trees/palms shall be properly guyed and staked at the time of planting until one year from landscape final or establishment. The use of nails, wire or rope, or any other method which damages the trees or palm, is prohibited. All plants shall be installed so that the top of the root ball remains even with the soil grade or ten percent or the root flare is visible above the surrounding grade. All synthetic string, synthetic burlap, cords, or wire baskets shall be removed before planting. 90-87(3)

- (3) All parking islands, medians, and other landscape areas shall be installed with continuous Type "D" curbing to prevent damage to the plant material and the displacement of topsoil and mulch. Also, all landscape islands, divider medians, and planters shall be excavated of limerock and/or compacted soil to a depth of 30 inches and backfilled with specified planting mix to the top of curb. Additionally, all areas along buildings shall be excavated to a depth of 12 inches and backfilled with specified planting mix. No mulch shall be permitted in adjacent swales or right-of-way.

- (4) *Reserved.*

- (5) All proposed multi-trunk trees shall have a minimum of three trunks with no more than five trunks of equal diameters originating from the base of the tree and with angles no greater than forty-five (45) degrees.

*NOTE:* The town can require either multi-trunk or single trunk on certain trees.

- (6) All proposed trees and palms shall not be planted under roof over hangs or balconies.

- (7) All proposed trees and palms within or overhanging pedestrian areas shall have a clear trunk high enough to allow unobstructed pedestrian movement under or around.

- (8) ~~All proposed landscaping shall be installed with fertilizer which has trace minor elements in addition to a minimum six percent Nitrogen (N) — six percent Phosphorus (P) — six percent Potassium (K) of which 50 percent of the nitrogen must be derived from an organic source.~~ *Reserved.*

- (9) All proposed tot lots or pools shall be required to have a minimum shade requirement to allow persons to seek refuge from the sun.

- (10) Salt tolerant plant species are encouraged in all areas of the town.

- (11) The concepts of Green Building Design and LEED are encouraged to help reduce water consumption, decrease fossil fuel burning, channel breezes, assist in cooling, create more pervious areas for drainage and promote more environmentally conscious.

- (12) All plant root ball sizes shall conform or exceeded the minimum standards in the current edition of Florida Grades and Standards.

- (13) All landscape areas with the exception of H30A, H30B and H30C (for single family and two family only) shall be provided with an automatically operating, underground, and rust free irrigation system designed to have 100 percent coverage

with 100 percent overlap. Drip, trickle or other low-volume irrigations systems shall be permitted if designated on approved landscape plans and approved by the town. Irrigation systems shall be designed to minimize application of water to impervious areas. All PVC risers shall be painted flat black.

- a. Pursuant to F.S. § 373.62, any irrigation system installed after May 1, 1991, shall install a rain sensor device or switch which will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.
- b. Use of non-potable water, including, but not limited to, water from a canal, lake or a treated water source, in the irrigation of landscaped areas is required when determined to be available and safe.
- c. Automatic controlling devices shall be used on all irrigation systems.
  - i. Preserved native habitats or native plant communities shall not be irrigated unless required by the town.
  - ii. Recommend the use of a second water meter for irrigation to help reduce the cost of the watering the landscape.  
*NOTE:* The sewer usage cost is eliminated with this added meter.
  - iii. Encourage the use of rainwater cisterns to help save water, one of our greatest natural resources. Also, rainwater cisterns will help on reducing watering costs and the impacts of water restrictions on the landscaping. Cisterns shall be provided below grade and are permitted in all zoning districts.

(14) Inspections of sites for landscape and irrigation installation:

- a. A pre-inspection of the site with the landscape and irrigation contractor will be required to discuss all the town requirements, answer any questions and determine site conditions for appropriate use and selection of landscape material prior to installation.
- b. A final landscape and irrigation inspection will be required upon completion.

**Sec. 90-88. - Maintenance of landscaped areas.**

- (1) An owner of land subject to this Code shall be responsible for the maintenance of said land and landscaping so as to present a healthy, vigorous and neat appearance free from refuse and debris. All landscaped areas shall be sufficiently fertilized and irrigated to maintain the plant material in a healthy and viable condition.

*NOTE:* All fertilizer shall be safe and environmentally friendly. Also, the applications shall conform to the manufacturer's specifications.

- (2) Florida Friendly Fertilizer Use To regulate the proper use of fertilizers by any person who applies fertilizer on turf and/or landscape or plants; requires proper training of commercial and institutional fertilizer applicators; establishes training and licensing requirements; establishes a prohibited application period; specifies allowable application fertilizer application rates and methods, fertilizer-free and low maintenance zones, and exceptions. It



requires the use of Best Management Practices for the application of fertilizer to minimize negative environmental effects associated with excessive nutrients in water bodies. These environmental effects have been observed in Dade County's natural and constructed stormwater conveyances, canals, lakes, estuaries and other water bodies. Collectively, these water bodies are an important asset to the environmental, recreational, cultural and economic well-being of Town of Surfside residents and their public health. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, is anticipated to help improve and maintain water and habitat quality.

#### Timing of fertilizer applications.

- (1) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the time period in which a flood watch or warning, a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of Town of Surfside, issued by the National Weather Service.
- (2) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants if heavy rain two inches or more within a 24-hour period is likely.
- (3) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to saturated soils.
- (4) Fertilizer containing nitrogen and/or phosphorus shall not be applied before seeding or sodding a site and shall not be applied for the first 30 days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc), or in accordance with the stormwater pollution prevent plan for the site.

#### Fertilizer free zones.

Fertilizer shall not be applied within ten feet of any water body or canal as defined by the Florida Department of Environmental Protection in Chapter 62-340, Florida Administrative Code, or from the top of a seawall or lake bulkhead. Newly planted turf or landscape plants may be fertilized in this zone only for a 60-day period beginning no sooner than 30 days after planting if needed to allow the vegetation to become well established. Caution shall be used to prevent direct deposition of fertilizer into the water.

#### Fertilizer content and application rates.

- (1) Fertilizers applied to turf shall be applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements for Urban Turf Fertilizers. Under Rule 5E-1.003(2), Florida Administrative Code, required application rate and frequency maximums, which vary by plant and turf types, are found on the labeled fertilizer bag or container.

(2) Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in subsection (1) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

(3) Fertilizer used for sports turf at golf courses shall be applied in accordance with the recommendations in "Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses," published by the Florida Department of Environmental Protection, dated January 2007, as may be amended. Fertilizer used at park or athletic fields shall be applied in accordance with Rule 5E-1.003(2), Florida Administrative Code.

#### Fertilizer application practices.

(1) Spreader deflector shields shall be used when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and water bodies, including wetlands. Any fertilizer applied, spilled or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.

(2) Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site or returned to the original or other appropriate container.

(3) In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

(4) Property owners and managers are encouraged to use an Integrated Pest Management (IPM) strategy as currently recommended by the University of Florida Cooperative Extension Service publications.

#### Training.

(1) All commercial and institutional applicators of fertilizer shall abide by and successfully complete the six-hour training program in the "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" offered by the Florida Department of Environmental Protection through the University of Florida/Broward County Cooperative Extension Service "Florida-Friendly Landscapes" program or an approved equivalent program. A trained applicator shall have identification or other evidence of successful completion of the training program on their person at all times while applying fertilizer.

(2) Non-commercial and non-institutional applicators not otherwise required to be certified, such as private citizens on their own residential property, are encouraged to follow the recommendations of the University of Florida/IFAS "Florida-Friendly Landscape Program" and label instructions when applying fertilizers.

#### Licensing of commercial applicators.

(1) All businesses applying fertilizer to turf or landscape plants (including, but not limited to, residential lawns, golf courses, commercial properties, multi-family and condominium properties) must ensure that the business owner or his/her designee and at least (1) employee holds the appropriate "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" training certificate prior to the business owner obtaining a Town business tax receipt. Standard business tax receipt (BTR) and transaction fees shall apply. Owners for any category of occupation which may apply any fertilizer to Turf and/or Landscape Plants shall provide proof of completion of the program to the Town of Surfside. It is the responsibility of the business owner to maintain the "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" certificate to receive their business tax receipt annually.

(2) After adoption of this ordinance, all commercial applicators of fertilizer within the Town of Surfside, shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per Rule 5E-14.117(18), Florida Administrative Code.

(3) Pesticide Management.

1. All landscape applications of pesticides, including "Weed and Feed" products, for hire shall be made in accordance with State and Federal Law and with the most current version of the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, as amended.

2. When using pesticides, all label instructions of State and Federal law shall be adhered to. The Florida Department of Agriculture and Consumer Services is responsible for enforcement of pesticide laws.

(4) Management of grass clippings and vegetative matter.

In no case shall grass clippings, vegetative material, and/or vegetative debris intentionally be washed, swept or blown on to or into storm-water drains, ditches, conveyances, water bodies, wetlands, sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.

~~(2)~~ (5) Three inches of clean, weed-free, arsenic free, organic mulch shall be maintained over all areas originally mulched at all times. Turfgrass shall be kept trimmed and/or mowed regularly to a height not exceeding eight inches above the ground. The use of mulch in swales or right-of-way is prohibited.

*NOTE:* If weeds, noxious grasses or underbrush are in excess of the eight inches; it too will need to be cut and the weeds, noxious grasses and underbrush removed and re-sodded if necessary.

~~(3)~~ (6) Irrigation systems shall be maintained to eliminate water loss due to damaged, missing or improperly operating sprinkler heads, emitters, pipes and all other portions of the irrigation system.

- (4) (7) Preserved and created native plant communities shall be maintained in a natural state without the use of mechanical equipment.
- (5) (8) An owner is responsible to ensure that landscaping that has been required to be planted pursuant to this Code, or installed in compliance with the landscape requirements previously in effect, be maintained in Florida Grade One condition, including but not limited to single-family residences, multifamily, or business sites. If landscaping is found to be in a state of decline, dead, damaged, or missing, it must be replaced with equivalent landscape material. If total replacement is required, species conforming to this Code shall be used. If any preserved vegetation dies which is being used to satisfy current landscape code requirements, such vegetation shall be replaced with the same landscape material selected from nursery-grown native stock only.
- (6) (9) All trees shall be trimmed in accordance to Miami-Dade County tree preservation code. Any type of tree abuse/hatracking is prohibited with in the Town.
- (7) (10) Any trees and/or palms that are diseased (including dead palms with lethal yellowing) or trees and/or palms causing a possible safety hazard as determined by the town are considered to be a public nuisance. The town shall enforce the provisions of this section. Any property owner of any lot or parcel of land in the town shall promptly remove any such tree and/or palm after being notified by the town. The town is authorized and empowered to enter on any lot or parcel of land in the town at any reasonable hour for the purpose of inspecting such trees and/or palms.
- (8) (11) Shrubs and hedges shall be maintained that such plant materials do not obstruct clear sight triangles and promote vehicular and pedestrian visibility. Also, hedges planted along property lines shall be maintained and trimmed to prevent branches from extending over and/or touching structures on adjacent properties.
- (9) (12) Any plastic or similar artificial landscape materials shall be prohibited with the exception of seasonal holiday decorative displays of less than 60 days duration.
- (10) (13) All property owners shall keep such property and the adjoining unpaved portions of the public rights-of-way, swales and bulkheads clean and free from any accumulation of garbage, trash, liter or debris.
- (11) (14) All property owners with in the town shall not permit unattended vegetation upon the property, adjoining portions of the rights-of-ways, swales and canal banks.
- (12) (15) ~~All non-compliance with section of the ordinance shall be enforced in accordance with the Town's Code Enforcement Rules and Regulations.~~ The provisions of this Article shall be enforced pursuant to Chapter 15, Article I, of this Code, and by any other means permitted by law.

\*\*\*

## **Sec. 90-90. - Vegetative provisions.**

### ***90-90-1 Xeriscape Florida Friendly.***

- (1) A minimum of 20 percent of the pervious area on single family and duplex dwellings must be in ~~xeriscape~~ Florida Friendly landscape.

(2) A minimum of 40 percent of the pervious area of multifamily dwellings must be ~~xeriscape~~ Florida Friendly landscape.

(3) A minimum of 50 percent of the pervious area of all other development uses must be in ~~xeriscape~~ Florida Friendly landscape.

***90-90.2 Use of site specific plant material:***

Plants used in the landscape design shall be to the greatest extent, appropriate to the soil and other environmental conditions in which they are planted.

***90-90.3 Invasive exotic plant material:***

As a condition of approval, the property owner shall remove all invasive exotic species from the property prior to final.

**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, 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, 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:

- (1) A flat ground level or bermed strip of land at least ten feet in depth, located along all the property lines of abutting street(s) and abutting property line(s) shall be landscaped. Such landscaping shall include three trees for each 50 linear feet or fraction thereof. The first tree shall be set back from the intersection of the ingress/egress and the street. The setback area shall be limited to groundcover only. In addition, a hedge, berm, wall or other durable landscape barrier shall not create a sight hazard by being placed along the inside perimeter of such landscape strip and shall be maintained at a maximum height of three feet, if contiguous to a pedestrian walkway, to meet crime prevention through environmental design (CPTED) principles. If such durable barriers including walls or fences are of nonliving material, it shall be screened to the height of the durable barrier with a hedge along the street side of such barrier. If a fence or wall is utilized along an abutting property line it must be installed at the property line and screened to the height of the durable barrier with a hedge from the inside. The remainder of the required landscape area shall be landscaped with turf grass, groundcover or other landscape treatment, excluding paving, turf grass not to exceed the maximum amount allowable in the

~~xeriscape~~ Florida Friendly requirements. This buffer may not be counted toward meeting the interior landscape requirements.

- (2) All property other than the required landscaped strip lying between the streets and abutting property lines shall be landscaped with turf grass or other groundcover; if turf grass is used, it shall not exceed the ~~xeriscape~~ Florida Friendly requirements.
- (3) All town approved necessary accessways from the public street through all such landscaping shall be permitted to service the site.
- (4) Parking area interior landscaping. An area, or a combination of areas, equal to 20 percent of the total vehicular use area exclusive of perimeter landscape buffers required under this subsection shall be devoted to interior landscaping. Any perimeter landscaping provided in excess of that required by this section shall be counted as part of the interior landscaping requirements, as long as such landscaping is contiguous to the vehicular use area and fulfills the objective of this subsection.
- (5) All parking areas shall be so arranged so that if there are ten or less contiguous parking stalls along the same parking aisle, the eleventh space shall be a landscaped peninsula a minimum of 11 feet in width with a minimum of ten feet wide landscape area. Also, all rows of parking shall be terminated with 11 feet in width landscape islands with ten feet wide landscape area. In addition, there shall be a minimum requirement of one shade tree and 25 shrubs planted for every landscaped island. If landscaped divider medians are utilized, they must be a minimum of six feet wide. The minimum dimensions of all proposed landscaped areas not mentioned in this chapter shall be six feet wide. In addition, any town approved grass parking areas will meet the same requirements as paved parking and will not be calculated in the pervious space requirements.
- (6) Landscaped areas, walls, structures and walks shall require protection from vehicular encroachment through appropriate wheel stops or curbs located a minimum of 2½feet from any landscaped area  
  
*NOTE:* The town encourages the use of Type "D" curbing in parking area that abut landscape areas to provide more green area and lessen the chance of tripping hazards. This cannot be utilized to count for buffer or divider median requirements but can be utilized for pervious and landscaping in the VUA percentages.
- (7) Where any plot zoned or used for H120 is contiguous to the bulkhead line, a landscape area consisting of the bulkhead line, the erosion control line, and the property lines shall be provided or restored. The proposed landscape material for the required landscape area shall be 100 percent landscape material used on the barrier island dune system and shall be composed of native plants adapted to the soil and climatic conditions occurring on-site. Additionally, all plant species, amount of plant material, plant spacing and design shall be approved by the town.

**Sec. 90-92. - Reserved.**

**Sec. 90-93. - Open space.**

All open space on any site shall conform to the following requirements:

(1) *General landscape treatment:*

a. Groundcover, shrubs, and other landscape materials (not including rocks, gravel, pavers, turf blocks, artificial turf, or other items) shall be installed to cover all open space areas not covered by paving or structures, using the required percentages specified in the plant material section. No substance including rocks, gravel, pavers, turf blocks, artificial turf or other materials which prevents water percolation shall be used in areas not approved for paving or structures. Proper horticultural planting practices shall comply with ~~xeriscape~~ Florida Friendly requirements.

b. Along all buildings and structures, mature landscaping at installation shall be installed at one-half the height of the building or structure at one tree per 25 linear feet of each building's facade on all sides for scaling and softening. On buildings over 75 feet in height the proposed trees/palms shall be at least 35 to 38 feet tall at time of installation.

*NOTE:* If the landscape buffer is contiguous to the building then the landscape buffer requirement will supersede, with the exception of one tree per 25 feet being one-half the height of the building at installation. Additionally, shrubs and groundcovers shall be added to enhance the building. In all districts except the SD-B40 district, a minimum six-foot-wide landscape strip shall be provided not including overhands or awnings around all the buildings.

(2) *Shrub and tree requirements:* Shrubs and trees shall be planted in the open spaces to meet the following requirements:

Percent of Site in Open Space (Amount of Pervious Landscape Planting Area)	Tree and Shrub Requirements
Less than 30%	1 tree and 10 shrubs per 1,000 sf
30—39%	1 tree and 8 shrubs per 1,500 sf
40—49%	1 tree and 6 shrubs per 2,000 sf
50% or more	1 tree and 6 shrubs per 2,500 sf

(3) *Screening of equipment:* Dumpsters, mechanical equipment, A/C units, electrical transformers, generators and all above ground equipment shall be screened on at least three sides by landscape material that equal to the height of the element at installation. Such screening shall not interfere with normal operation of equipment



and shall be maintained at the height of the element or no more than one foot above. In addition, bus shelters which are located within property lines shall be screened with plant material a minimum of two feet in height on three sides, and one canopy tree, 14 feet in height or three palms.

- (4) *Signs*: All freestanding sign installations require the installation and establishment of plant material to enhance the structure, at a minimum of one shrub for every two feet of lineal width of the sign structure on each side; and groundcover, a minimum of five feet around the perimeter of the sign base, designed in such a manner so as to not block the message on the sign. Trees or palms shall be required to enhance the sign with blocking it.

- (5) *Minimum landscape credits and adjustments*: An owner shall receive credit against the minimum landscape code requirements of this Code for preservation, replacement or relocation of existing trees as determined by the town.

\*\*\*

#### **Sec. 90-95. - Single-family H30A and H30B district landscape requirements.**

All new H30A and H30B dwellings shall conform to the following minimum landscaping requirements:

- (1) *Landscape plans*: H30A and H30B dwellings may submit landscape plans in the form of a H30A and H30B landscape data table, on a form provided by the town at time of permit application for review. This form shall include the required minimum landscape requirements, specifications and acceptable plant material choices to be chosen by the applicant. After the applicant has submitted a completed and signed form, a review of the form will be done to verify that all the requirements have been met. Landscape drawings are not required for H30A and H30B dwellings, however, plans are recommended.
- (2) *General landscape treatment*: Trees, turf grass, groundcover, shrubs and other decorative landscape material shall be used to cover all disturbed ground not covered by building and paving; with ~~landscape~~ Florida Friendly to be a minimum of 20 percent of the open space of the site.
- (3) *Shrub and tree requirements*:
- A minimum of five trees of two different species and 25 shrubs shall be planted per lot. On corner lots an additional one tree and 10 shrubs shall be required. For all lots larger than 8,000 square feet in area, additional shrubs and trees shall be provided at the rate of one tree and ten shrubs per 2,000 square feet of lot area; however, there shall be no more than 15 trees and 100 shrubs required per acre.
  - Where possible, a minimum of two trees shall be required in the front of the lot. Shrubs shall be incorporated in a manner on the site so as to be a visual screen for mechanical equipment or other accessories to the residence.
  - The required shade tree in this subsection shall be a minimum of 30 percent at an overall height of 12 feet to 14 feet with a minimum canopy spread of five

feet and a DBH of 2½ inches. The small trees can be a maximum of 30 percent at 12 to 14 feet and minimum canopy spread of six feet and DBH of 2½ inches. Palm trees shall have a minimum of six feet of grey wood or clear wood and are counted as three for one (unless from the one for one list) and total palms can not make up more than 40 percent of the total trees.

- d. Street trees are required and additional to this subsection. Refer to plant material section for street tree requirements.

\*\*\*

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

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

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

**Section 6.** **Effective Date.** This Ordinance shall become effective immediately upon final adoption on second reading.

[THIS SPACE INTENTIONALLY LEFT BLANK]

861       **PASSED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

862       **PASSED AND ADOPTED** on second reading on the \_\_ day of \_\_\_\_\_, 2019.

863                   **On Final Reading Moved By:** \_\_\_\_\_

864                   **On Final Reading Second By:** \_\_\_\_\_

865   **FINAL VOTE ON ADOPTION**

866   Commissioner Barry Cohen                   \_\_\_\_\_

867   Commissioner Michael Karukin               \_\_\_\_\_

868   Commissioner Tina Paul                     \_\_\_\_\_

869   Vice Mayor Daniel Gielchinsky            \_\_\_\_\_

870   Mayor Daniel Dietch                        \_\_\_\_\_

871

872

873

874

875

\_\_\_\_\_  
Daniel Dietch

Mayor

876   **ATTEST:**

877

878

879

880   \_\_\_\_\_  
Sandra Novoa, MMC

881   Town Clerk

882

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

885

886

887

888   \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.

889   Town Attorney



# MEMORANDUM

ITEM NO. 4B1

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

**From:** Lillian M. Arango and Haydee Sera, Town Attorney

**Date:** June 11, 2019

**Subject:** Ordinance Amending Section 34-11, "Prohibition on Distribution, Sale or Use of Plastic Straws," by Amending the Title to be "Prohibition on Distribution, Sale or Use of Single-Use Plastics," Providing for Definitions for Single-Use Plastics, and Regulating Single-Use Plastics

---

## Background

On March 13, 2018, the Town Commission adopted Ordinance No. 2018-1676 creating Section 34-11 of the Town Code of Ordinances ("Code") to provide a prohibition on the distribution, sale, or use of plastic straws. On December 11, 2018, the Town Commission adopted Ordinance No. 2018-1690 amending Section 34-11 of the Town Code by clarifying the definition of plastic straws to include plastic stirrers and to specifically define what is not considered a plastic straw.

At the May 14, 2019 Commission meeting, after discussion and consideration of other communities' efforts to protect the environment by regulating single-use plastics and recognition of the effects of single-use plastics on the Town's environment, the Commission directed the Town Attorney to prepare an Ordinance prohibiting the distribution, sale or use of other single-use plastics such as plastic bags and plastic flatware and dinnerware.

## Analysis

Research shows that the small size and disposable nature of single-use plastics, including single-use plastic straws, single-use plastic bags, and single-use plastic flatware and dinnerware causes these items to become an environmental blight for coastal communities worldwide. The Town continues to encounter discarded plastic items on the Town's beaches, waterways, and streets, as a result of the improper disposal of these single-use plastic items.

As a result of increasing awareness of this issue, several U.S. cities have been addressing this concern, developing campaigns and policies to ban the use of plastic items, particularly straws and bags. Locally, several cities have a ban on plastic

straws, including the City of Miami Beach, the City of Coral Gables, and the Village of Pinecrest. In addition, the City of Coral Gables has a ban on plastic bags, which was upheld by a trial court. Although this ruling is currently on appeal in the Third District Court of Appeal and was argued in December 2017, no opinion has been released yet. (Further information about the Coral Gables case is below).

The proposed ordinance prohibits the distribution, sale, or use of Single-Use Plastics (which include Single Use Plastic Bags, Single-Use Plastic Flatware and Dinnerware, and Single-Use Plastic Straws) by or in any commercial establishment, Town Facility, or Town Property or by any Special Event Permittee. Single-Use Plastics, as defined in the Ordinance, include:

- **Single-Use Plastic Bag** means a bag provided by a company or individual to a customer of a Commercial Establishment, typically at the point of sale, for the purpose of transporting purchases, which is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene. This definition includes bags provided to a customer to transport items provided free of charge, including but not limited to, samples and informational materials. The following shall not be interpreted to be “Single-Use Plastic Bags”:
  - A Compostable Carryout Bag;
  - Any bag without handles provided to a customer;
  - Any bag to protect food or merchandise from being damaged or contaminated by other food or merchandise, when items are placed together in a reusable bag or recyclable bag, including produce bags;
  - Any bag to hold prescription medications dispensed from a pharmacy or veterinary office;
  - Any bag designed to be placed over articles of clothing on a hanger, including dry cleaning bags;
  - Door hanger bags;
  - Newspaper bags;
  - Garbage bags;
  - Pet waste bags;
  - Yard waste bags; and
  - Bags of any type that a customer previously owned and brings to a Commercial Establishment for his or her own use in carrying away store goods.
- **Single-Use Plastic Flatware and Dinnerware** means eating and serving utensils and plates, bowls, cups, and glasses provided by a company or individual to a customer of a Commercial Establishment, typically at the point of sale, made predominantly of plastic derived from one or more of the following:

petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene. Single-Use Plastic Flatware and Dinnerware does not include flatware and dinnerware made of non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

- **Single-Use Plastic Straw** means a straw or stirrer provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction or for the purpose of mixing a beverage, provided by a company or individual to a customer of a Commercial Establishment, typically at the point of sale, which is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene, and which is intended for a single-use. A Plastic Straw does not include a straw that is made of non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

There are limited exceptions to the prohibition on Single-Use Plastics. An exception has been added to provide that the prohibition on Single-Use Plastics does not apply where a reasonable accommodation is needed by an individual due to religious beliefs. The exceptions provided for in the ordinance prohibiting Single-Use Plastics Straws remain. One exception was for pre-packaged drinks sold at commercial establishments (e.g., a Capri Sun juice pack). The other exceptions were to exempt medical and dental facilities from the prohibition, as well as the school district, county, state, and federal governmental entities. The exception for individuals due to medical or physical conditions also remains.

Between final adoption and December 31, 2019, the Town will engage in a public education campaign to inform commercial establishments of the provisions of the ordinance and to provide assistance with identifying alternatives to single-use plastics. For the sixty-day period from January 1, 2020 through February 29, 2020, the Town will provide warnings for violations of the ordinance. Beginning March 1, 2020, the Town will enforce all provisions of the prohibition on Single-Use Plastics. The Town will continue to enforce the provisions related to Single-Use Plastic Straws as it has been doing since adoption of Ordinance Nos. 2018-1676 and 2018-1690 (as previously codified in Section 34-11).

Assuming the Town Commission adopts the ordinance on second reading, a resolution to provide the fines for violation of the ordinance will be presented to the Commission at the July, 2019 meeting.

### Legal Considerations

The City of Coral Gables is a party to a lawsuit with the State of Florida, the Florida Retail Federation, Inc., and Super Progreso (Miami-Dade Case No.: 2016-18370-CA-01) which directly confronts the constitutionality of Section 403.7033, Florida Statutes, as it relates to plastic bags. On February 27, 2017, the trial court entered an order in *Florida Retail*

*Federation, Inc. and Super Progreso, Inc. v. City of Coral Gables*, finding Sections 403.708(9) and 403.7033, Florida Statutes, relating to plastic bags and packaging unconstitutional. In light of the trial court's decision and despite an appeal by the State of Florida of the trial court's order (Third District Case No.: 3D17-562), the City of Coral Gables Commission adopted Ordinance No. 2017-13 on May 9, 2017. The ordinance prohibits the use of single-use carry out plastic bags at special events and prohibits the sale, use, or distribution of single-use carry out plastic bags by retail establishments within the City. The trial court's decision is currently under consideration by the Third District Court of Appeal, which heard oral argument on December 15, 2017. The appellate court has not rendered a decision on the matter. Opinions are released each Wednesday.

The validity of this Ordinance or parts thereof may depend on the outcome of the Coral Gables litigation.

### **CONCLUSION**

The proposed Ordinance prohibits the use, sale or distribution of single-use plastics in any Commercial Establishment, and the use, sale, or distribution of single-use plastics at Town Facilities or on Town Property (including the beach). With respect to Town Facilities and Town Property, the proposed Ordinance is broader than the Ordinance adopted by Bal Harbour Village. Bal Harbour's Ordinance prohibits the use, sale or distribution of Single-Use Plastics as part of a Village-approved activity or event, whether private or public, in any Village Facility or Village Property.

### **Budget Impact**

Unknown at this time. Use of Code Enforcement and other staff time and resources will be necessary in connection with an education campaign and enforcement.

### **Programming**

Implementation and enforcement of the plastic straw prohibition commenced with the adoption of the original ordinance in March, 2018 and is ongoing. Town Administration and Code Enforcement will continue educational and enforcement efforts of the amended Ordinance and enforcement of the plastic straw prohibition will continue. Enforcement of all other Single-Use Plastics will begin March 1, 2020, after the Town has conducted an educational campaign and conducted a 60-day warning period from January 1, 2020 to February 29, 2020.

### **Commission direction**

Staff recommends the Commission review the attached Ordinance and provide direction on its adoption on first reading.

Reviewed by: LMA

Prepared by: HSS





**WHEREAS**, Single-Use Plastic Bags are photo-biodegradable and break down into smaller pieces which can make their way into the food chain via such animals as jellyfish and endangered sea turtles; and

**WHEREAS**, the sale and distribution of Single-Use Plastics has a detrimental effect on the Town's environment, and that of surrounding jurisdictions; and

**WHEREAS**, the City of Coral Gables has adopted a plastic bag prohibition, and in *Florida Retail Federation, Inc. and Super Progreso Inc. v. The City of Coral Gables*, Circuit Court of the Eleventh Judicial Circuit for Miami-Dade County, Florida (Case No. 2016-018370-CA-01), the Court held that Sections 403.708(9) and 403.7033 of the Florida Statutes, relating to plastic bags and packaging, are unconstitutionally vague; and

**WHEREAS**, the appeal from this decision has been argued in the Third District Court of Appeal (Case No. 3D-2017-562), but no opinion has been released and the effectiveness of the Circuit Court decision has not been stayed; and

**WHEREAS**, the City of Miami Beach has adopted a prohibition on Single-Use Plastic Bags in the City’s approved sidewalk cafes and on City property and rights-of-way, and further prohibited use of plastic straws and stirrers by its contractors and special event permittees and use on City property and beaches, all of which have been enforced since February 1, 2019; and

**WHEREAS**, the Town Commission finds that there are reasonable, environmentally-friendly alternatives to Single-Use Plastics; and

**WHEREAS**, the Town Commission wishes to amend Section 34-11 of the Town's Code to provide for additional definitions and to prohibit the distribution, sale, or use of Single-Use Plastics in Commercial Establishments and at Town facilities and properties; and

**WHEREAS**, the Town Commission finds that this Ordinance is necessary for the preservation and improvement of the environment, public health, safety and welfare of the Town's residents and visitors and future generations.

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE  
HEREBY ORDAINS:<sup>1</sup>

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

**Section 2. Town Code Amended.** The Code of the Town of Surfside, Florida is hereby amended by amending Section 34-11 as follows:

## Chapter 34 – Environment

## Article I. – In General

<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double strikethrough~~ and double underline.

\*\*\*

## Division 4. Food Service Articles

\*\*\*

### Section 34-11. Prohibition on Distribution, Sale or Use of Single-Use Plastics Straws.

(a) *Definitions.* For purposes of this section, the following definitions apply:

- (1) Commercial Establishment means a property used for commercial purposes, such as a hotel, restaurant, café or retail store or vendor, or similar uses located in a multi-family residential building whether or not the use is open to the public, where customers can directly purchase goods and materials.
- (2) Compostable Carryout Bag means a bag that:
  - a. Conforms to the current ASTM D6400;
  - b. Is certified and labeled as meeting the ASTM D6400 standard specification by a recognized verification entity; and
  - c. Must be capable of undergoing biological decomposition in a compost site such that the material breaks down into carbon dioxide, water, inorganic compounds and biomass at a rate consistent with known compostable materials.
- (3) Recyclable Paper Bag means a bag that contains a minimum average of 40 percent post-consumer recycled materials and displays the minimum percent of post-consumer content on the outside of the bag.
- (4) Reusable Bag means a bag with handles that is specifically designed and manufactured for multiple reuse and made of durable material specifically designed for and provided to customers with the intention of multiple, long-term use and does not include any film plastic bags. Includes Recyclable Paper Bags and Compostable Carryout Bags.
- (5) Single-Use Plastics means Single-Use Plastic Bags, Single-Use Plastic Flatware and Dinnerware, and Single-Use Plastic Straws as defined herein.
- (6) Single-Use Plastic Bag means a bag provided by a company or individual to a customer of a Commercial Establishment, typically at the point of sale, for the purpose of transporting purchases, which is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene. This definition includes bags provided to a customer to

transport items provided free of charge, including but not limited to, samples and informational materials. The following shall not be interpreted to be “Single-Use Plastic Bags”:

- a. A Compostable Carryout Bag;
- b. Any bag without handles provided to a customer;
- c. Any bag to protect food or merchandise from being damaged or contaminated by other food or merchandise, when items are placed together in a reusable bag or recyclable bag, including produce bags;
- d. Any bag to hold prescription medications dispensed from a pharmacy or veterinary office;
- e. Any bag designed to be placed over articles of clothing on a hanger, including dry cleaning bags;
- f. Door hanger bags;
- g. Newspaper bags;
- h. Garbage bags;
- i. Pet waste bags;
- j. Yard waste bags; and
- k. Bags of any type that a customer previously owned and brings to a Commercial Establishment for his or her own use in carrying away store goods.

(7) Single-Use Plastic Flatware and Dinnerware means eating and serving utensils and plates, bowls, cups, and glasses provided by a company or individual to a customer of a Commercial Establishment, typically at the point of sale, made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene. Single-Use Plastic Flatware and Dinnerware does not include flatware and dinnerware made of non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

(8) Single-Use Plastic Straw means a straw or stirrer provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction or for the purpose of mixing a beverage, provided by a company or individual to a customer of a Commercial Establishment, typically at the point of sale, which is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or

polystyrene, polypropylene, or polyethylene, and which is intended for a single-use. A Plastic Straw does not include a straw that is made of non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

(9) *Special Event Permittee* means any person or entity, and their subcontractor(s), issued a special event permit by the Town for a special event on Town property, or in a Town facility, or in the Town's right-of-way.

(10) *Town Facility* includes, but is not limited to, any building, structure, park, beach, road, street, right-of-way, or other facility owned, operated or managed by the Town.

(11) *Town Property* includes, but is not limited to, any land, water, or air rights owned, operated or managed by the Town.

(b) **Single-Use Plastics Straws Prohibited; Exceptions**

(1) A Single-Use Plastics Straw shall not be ~~used, sold, or distributed, sold, or used by or~~ in any ~~e~~Commercial ~~e~~Establishment or at any Town Facility or Town Property or by any Special Event Permittee.

(2) *Exceptions.*

- a. This prohibition shall not apply to pre-packaged drinks sold at ~~e~~Commercial ~~e~~Establishments.
- b. This prohibition shall not apply to medical or dental facilities.
- c. This prohibition shall not apply to the school district or county, state, or federal governmental entities.
- d. This prohibition shall not apply where a reasonable accommodation is needed by an individual due to a medical or physical condition, or a religious belief.

(c) **Enforcement; Penalties**

(1) Following adoption of this Section, the Town shall engage in public education efforts to inform ~~e~~Commercial ~~e~~Establishments and users of Town Facilities and Property of the provisions of this Section and to provide assistance with identifying alternatives to Single-Use Plastics Straws.

(2) The Town's Code Compliance Department shall enforce all provisions of this Section. Enforcement of violations related to Single-Use Plastic Straws shall continue as previously regulated pursuant to Ordinance Nos. 2018-1676 and 2018-1690 (as previously codified in Section 34-11). Beginning January 1, 2020, the Town's Code Compliance Department shall begin a 60-day period

of providing written warnings for all other violations of this Section.  
Beginning March 1, 2020, the Department shall enforce all provisions of this Section.

(3) Penalties for violations of the provisions of this Section shall be enforced through Chapter 15 of the Town Code. Fines shall be in the amounts prescribed in the schedule of civil penalties adopted by resolution.

(d) Reusable Bags. Commercial Establishments are strongly encouraged to educate their staff to promote Reusable Bags and encourage customers to use Reusable Bags. Should Commercial Establishments provide carryout bags, they shall be Reusable Bags as defined herein, and offered free of charge or for a fee as determined by the merchant. Commercial Establishments may keep any fees charged to offset the cost of providing the Reusable Bag.

**Secs. 34-12 – 34-25. Reserved.**

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

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

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

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon final adoption on second reading. The Town Manager shall have the discretion to delay enforcement of this Ordinance beyond March 1, 2020 as he may deem necessary. In the event that the Florida Statutes are amended to preempt any part of this Ordinance following the 2020 Legislative Session, this Ordinance may be repealed to the extent of that preemption by resolution of the Town Commission.

**PASSED** on first reading on the 11<sup>th</sup> day of June, 2019.

**PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

209                    **On Final Reading Moved By:** \_\_\_\_\_

210                    **On Final Reading Second By:** \_\_\_\_\_

211    **FINAL VOTE ON ADOPTION**

212    Commissioner Barry Cohen                    \_\_\_\_\_

213    Commissioner Michael Karukin                    \_\_\_\_\_

214    Commissioner Tina Paul                    \_\_\_\_\_

215    Vice Mayor Daniel Gielchinsky                    \_\_\_\_\_

216    Mayor Daniel Dietch                    \_\_\_\_\_

217

218

219

220

\_\_\_\_\_  
Daniel Dietch

221

Mayor

222    **ATTEST:**

223

224

225

226    \_\_\_\_\_  
Sandra Novoa, MMC

227    Town Clerk

228

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

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

231

232

233

234    \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.

235    Town Attorney

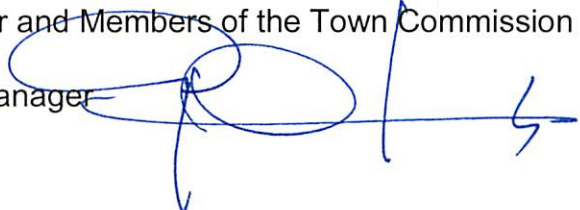




## MEMORANDUM

ITEM NO. 4B2

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 11, 2019  
**Subject:** State of Florida Model Flood Ordinance



The 2007 review of the Town of Surfside Building Department procedures by the Federal Emergency Management Agency's Region IV office yielded the information to amend subsections 26, 57, 77, 92 and 95 of Chapter 42 "Floods", approved at the Town Commission meeting of October 11, 2011.

The State of Florida's Division of Emergency Management, pursuant to an agreement with the Federal Emergency Management Agency, is tasked with the administration of the National Flood Insurance Program in Florida. This agreement requires that the State of Florida provide technical support to communities, including review of floodplain management ordinances and amendments to said ordinances.

Florida communities have been advised to adopt the model flood ordinance for the following reasons:

- (a) to ensure local requirements are not duplicative of State-required building regulations, eliminating the need to determine which restrictive provisions shall prevail;
- (b) preventing the local floodplain ordinance from being inconsistent with the present Florida Building Code and its future versions;
- (c) the model ordinance is based on the FEMA model ordinance that has been coordinated with the International Building Code;
- (d) the model ordinance incorporates clarifying language from FEMA guidance documents, interprets NFIP regulations and makes reference to the Florida Building Code, which incorporates design standards contained in ASCE-24, Flood Resistant Design and Criteria.

Staff recommends a motion to approve and adopt the State of Florida Model Flood Ordinance

Reviewed by: MR/RP

Prepared by: MR/RP

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, REPEALING AND  
REPLACING CHAPTER 42 “FLOODS” RELATING TO  
THE TOWN’S FLOODPLAIN MANAGEMENT  
REGULATIONS, INCLUDING ADOPTING PROCEDURES  
AND CRITERIA FOR DEVELOPMENT IN FLOOD  
HAZARD AREAS; TO ADOPT FLOOD HAZARD MAPS;  
TO DESIGNATE A FLOOD PLAIN ADMINISTRATOR;  
PROVIDING FOR CODIFICATION; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR CONFLICTS;  
PROVIDING FOR TRANSMITTAL; AND PROVIDING  
FOR AN EFFECTIVE DATE**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizens; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the Town of Surfside (“Town”) and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

**WHEREAS**, the Town was accepted for participation in the National Flood Insurance Program and the Town Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

**WHEREAS**, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, the *Florida Building Code*; and

**WHEREAS**, the Town Commission previously adopted requirements to (1) increase the minimum elevation requirement for single-family residences; (2) require accumulation of costs of improvements and repairs of buildings, based on issued building permits, over a five-year period; and (3) limit partitioning of enclosed areas below elevated buildings and to limit access to enclosed areas prior to July 1, 2010; and

**WHEREAS**, for the purpose of joining and participating in the National Flood Insurance Program's Community Rating System and in an effort to conform to Chapter 8, Article III of the Miami-Dade County Code and Section 553.73(5), Florida Statutes, the Town Commission is, among other things, adopting the requirements contained herein and coordinating these requirements with the *Florida Building Code*; and

**WHEREAS**, the Town Commission has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*; and

**WHEREAS**, the Planning & Zoning Board, sitting as the Town's Local Planning Agency, has reviewed the proposed Ordinance and has recommended its approval; and

**WHEREAS**, pursuant to law, notice has been given by publication in a paper of general circulation in the Town, notifying the public of the proposed ordinance and of the public hearings; and

**WHEREAS**, two public hearings before the Town Commission were held pursuant to the published notice described above; and

**WHEREAS**, the Town Commission finds that adoption of this Ordinance is in the best interest and welfare of the Town, its residents and property owners.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS<sup>1</sup>:**

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

**Section 2.**     **Repeal and Replacement of Chapter 42.** That Chapter 42 of the Code of Surfside, Florida, titled "Floods" is hereby repealed in its entirety as set forth in Exhibit "A" attached hereto and incorporated herein, and replaced with Chapter 42 - "Floods", as set forth in Exhibit "B" attached hereto and incorporated herein.

**Section 3.**     **Fiscal Impact Statement.** In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in

---

<sup>1</sup> Coding: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicted with **highlighted double-strikethrough and double underline**.

the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

**Section 4.** **Codification.** That it is the intent of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5.** **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6.** **Conflicts.** All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 7.** **Effective Date.** That this Ordinance shall be effective at adoption on second reading.

PASSED on first reading this \_\_\_\_ day of June, 2019.

PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

# EXHIBIT A

## Repeal of Chapter 42 - Floods

~~Chapter 42—FLOODS~~<sup>(1)</sup>

~~Footnotes:~~

~~---(1)---~~

~~**Gross reference**—Bulkhead lines, § 14-76 et seq.; environment, ch. 34; zoning, ch. 90.~~

~~ARTICLE I.—IN GENERAL~~

~~Secs. 42-1—42-25.—Reserved.~~

~~ARTICLE II.—FLOOD DAMAGE PREVENTION~~<sup>(2)</sup>

~~Footnotes:~~

~~---(2)---~~

~~**Editor's note**—Ord. No. 1498, § 1, adopted September 9, 2008, amended article II in its entirety to read as herein set out. Former article II, §§ 42-26—42-36, 42-46—42-50, 42-61, 42-62, pertained to similar subject matter, and derived from Ord. No. 1300, arts. 1—5, 10-13-92; Ord. No. 1308, § 1, 1-12-93.~~

~~**Gross reference**—Buildings and building regulations, ch. 14.~~

~~DIVISION 1.—STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES~~

~~Sec. 42-26.—Statutory authorization.~~

~~The Legislature of the State of Florida has authorized and delegated in Chapter 166 Florida Statutes, the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Town Commission of Town of Surfside does hereby adopt the following floodplain management regulations.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1582, § 2, 10-11-11)~~

~~Sec. 42-27.—Findings of fact.~~

~~(1)—The flood hazard areas of the Town of Surfside are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.~~

~~(2)—These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses~~

~~vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

~~Sec. 42-28.—Statement of purpose.~~

~~It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:~~

- ~~(1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights and velocities;~~
- ~~(2) Require that uses vulnerable to floods including facilities which serve such uses be protected against flood damage throughout their intended life span;~~
- ~~(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;~~
- ~~(4) Control filling, grading, dredging and other development which may increase erosion or flood damage; and~~
- ~~(5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

~~Sec. 42-29.—Objectives.~~

~~The objectives of this article are to:~~

- ~~(1) Protect human life, health and to eliminate or minimize property damage;~~
- ~~(2) Minimize expenditure of public money for costly flood control projects;~~
- ~~(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;~~
- ~~(4) Minimize prolonged business interruptions;~~
- ~~(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, roadways, and bridges and culverts located in floodplains;~~
- ~~(6) Maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and~~
- ~~(7) Ensure that potential homebuyers are notified that property is in a flood hazard area.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

~~Secs. 42-30—42-40.—Reserved.~~

## ~~DIVISION 2.—DEFINITIONS~~

~~Sec. 42-41.—Definitions.~~



~~Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this article its most reasonable application.~~

~~*Accessory structure (Appurtenant structure)* means a structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.~~

~~*Appeal* means a request for a review of the floodplain administrator's interpretation of any provision of this Ordinance or a request for a variance.~~

~~*Area of shallow flooding* means a designated AO or AH zone on the community's flood insurance rate map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.~~

~~*Area of special flood hazard* is the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. This term is synonymous with the phrase "special flood hazard area."~~

~~*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" and the "regulatory flood"). Base flood is the term used throughout this article.~~

~~*Base flood elevation* means the water surface elevation associated with the base flood.~~

~~*Basement* means that portion of a building having its floor subgrade (below ground level) on all sides.~~

~~*Breakaway wall* means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.~~

~~*Building.* See "structure."~~

~~*Coastal high hazard area* means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as zone V1—V30, VE, or V.~~

~~*Datum* means a reference surface used to ensure that all elevation records are properly related. Many communities have their own datum that was developed before there was a national standard. The current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988.~~

~~*Development* means any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.~~

~~*Elevated building* means a nonbasement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.~~

~~*Encroachment* means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.~~

~~*Existing construction* means, for the purposes of floodplain management, structures for which "the start of construction" commenced before September 29, 1972, the date of the initial floodplain management regulations. This term may also be referred to as "existing structures."~~

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be~~

affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 29, 1972.

*Flood or flooding means:*

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

(3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surface of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along a shore of a lake or other body of water as the result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

*Flood insurance rate map (FIRM)* means an official map of the community, issued by FEMA, which delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

*Flood insurance study (FIS)* is the official hydraulic and hydrologic report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

*Floodplain* means any land area susceptible to being inundated by water from any source (see definition of "flooding").

*Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

*Floodplain administrator* is the individual appointed to administer and enforce the floodplain management regulations of the community.

*Floodplain management regulations* means this article and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power which control development in flood-prone areas. This term describes federal, State of Florida, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

*Floodproofing* means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

*Floodway fringe* means that area of the floodplain on either side of the regulatory floodway where encroachment may be permitted without additional hydraulic and/or hydrologic analysis.

*Free of obstruction* means any type of lower area enclosure or other construction element that will obstruct the flow of velocity water and wave action beneath the lowest horizontal structural member of the

~~lowest floor of an elevated building during a base flood event is not allowed. This requirement applies to the structures in velocity zones (V-zones).~~

~~*Freeboard* means the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, blockages in bridge and culvert openings and hydrological effect of urbanization of the watershed that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.~~

~~*Functionally dependent use* means a use that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.~~

~~*Hardship* as related to variances from this Ordinance means the exceptional difficulty associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.~~

~~*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.~~

~~*Historic structure* means any structure that is:~~

- ~~(a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;~~
- ~~(b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the secretary to qualify as a registered historic district;~~
- ~~(c) Individually listed on the Florida inventory of historic places, which has been approved by the Secretary of the Interior; or~~
- ~~(d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:~~
  - ~~1. By the approved Florida program as determined by the Secretary of the Interior; or~~
  - ~~2. Directly by the Secretary of the Interior.~~

~~*Lowest adjacent grade* means the lowest elevation, after the completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.~~

~~*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the nonelevation design standards of this article.~~

~~*Mangrove stand* means an assemblage of mangrove trees which are mostly low trees noted for a copious development of interlacing adventitious roots above ground and which contain one or more of the following species: Black mangrove (*Avicennia Nitida*); red mangrove (*Rhizophora mangle*); white mangrove (*Languncularia Racemosa*); and buttonwood (*Conocarpus Erecta*).~~

~~*Manufactured home* means a building, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.~~

~~Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.~~

~~Market value means the building value, which is the property value excluding the land value and that of the detached accessory structures and other improvements on site (as agreed to between a willing buyer and seller) as established by what the local real estate market will bear. Market value can be established by an independent certified appraisal (other than a limited or curbside appraisal, or one based on income approach), actual cash value (replacement cost depreciated for age and quality of construction of building), or adjusted tax-assessed values.~~

~~Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this article, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, or North American Vertical Datum (NAVD) of 1988.~~

~~National Geodetic Vertical Datum (NGVD) of 1929 means a vertical control used as a reference for establishing varying elevations within the floodplain.~~

~~New construction means, for floodplain management purposes, any structure for which the "start of construction" commenced on or after September 29, 1972, the effective date of the initial floodplain management regulations based upon specific technical base flood elevation data that establishes the area of special flood hazard. The term also includes any subsequent improvements to such structures.~~

~~New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 29, 1972.~~

~~North American Vertical Datum (NAVD) of 1988 means a vertical control used as a reference for establishing varying elevations within the floodplain.~~

~~Program deficiency means a defect in the community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations or of the standards required by the National Flood Insurance Program.~~

~~Public safety and nuisance means anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.~~

~~Recreational vehicle means a vehicle that is:~~

- ~~(a) Built on a single chassis;~~
- ~~(b) Four hundred square feet or less when measured at the largest horizontal projection;~~
- ~~(c) Designed to be self-propelled or permanently towable by a light duty truck; and~~
- ~~(d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.~~

~~Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.~~

~~Remedy a deficiency or violation means to bring the regulation, procedure, structure or other development into compliance with State of Florida, federal or local floodplain management regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this article or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.~~

~~Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. Sand dune means naturally occurring accumulations of sand in ridges or mounds landward of the~~

~~beach. Shallow flooding means the same as area of shallow flooding. Special flood hazard area means the same as area of special flood hazard.~~

~~*Start of construction.* For other than new construction or substantial improvements under the Coastal Barrier Resources Act P.L. 97-348, includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.~~

~~*Storm cellar* means a place below grade used to accommodate occupants of the structure and emergency supplies as a means of temporary shelter against severe tornadoes or similar windstorm activity.~~

~~*Structure* means for floodplain management purposes a walled and roofed building, including gas or liquid storage tank that is principally above ground, as well as a manufactured home.~~

~~*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.~~

~~*Substantial improvement* means any reconstruction, rehabilitation, addition, or other improvement of a structure taking place during a five year consecutive period, in which the cumulative costs of such improvements equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. All substantially improved residential structures shall have the lowest floor elevated to or above the base flood elevation, and all horizontal expansions shall likewise have the lowest floor of the expansion elevated to or above the base flood elevation. This term does not, however, include any repair or improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement official prior to the application for permit for improvement, and which are the minimum necessary to assure safe living conditions. This term does not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

~~*Variance* is a grant of relief from the requirements of this article.~~

~~*Violation* means the failure of a structure or other development to be fully compliant with the requirements of this article. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this article is presumed to be in violation until such time as that documentation is provided.~~

~~*Watercourse* means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.~~

~~*Water surface elevation* means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1512, § 2, 1-13-09; Ord. No. 1582, § 2, 10-11-11; Ord. No. 1592, § 2, 10-9-12; Ord. No. 1596, § 2, 12-11-12)~~

~~Secs. 42-42—42-55. Reserved.~~

### ~~DIVISION 3. GENERAL PROVISIONS~~

#### ~~Sec. 42-56. Lands to which this article applies.~~

~~This article shall apply to all areas of special flood hazard within the jurisdiction of the Town of Surfside of Miami-Dade County.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

#### ~~Sec. 42-57. Basis for establishing the areas of special flood hazard.~~

~~The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Study (FIS) for Miami-Dade County, dated September 11, 2009, with the accompanying maps and other supporting data and any revisions thereto, are adopted by reference and declared to be a part of this chapter. The flood insurance study and flood insurance rate maps are on file at 9293 Harding Avenue, Town of Surfside, FL 33154.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1531, § 2, 8-11-09; Ord. No. 1582, § 2, 10-11-11; Ord. No. 1582, § 2, 10-11-11)~~

#### ~~Sec. 42-58. Designation of floodplain administrator.~~

~~The Town of Surfside of Miami-Dade County hereby appoints the town administrator to administer and implement the provisions of this article and is herein referred to as the floodplain administrator.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

#### ~~Sec. 42-59. Establishment of development permit.~~

~~A development permit shall be required in conformance with the provisions of this article prior to the commencement of any development activities.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

#### ~~Sec. 42-60. Compliance.~~

~~No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this article and other applicable regulations.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

#### ~~Sec. 42-61. Abrogation and greater restrictions.~~

~~This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

#### ~~Sec. 42-62. Interpretation.~~

~~In the interpretation and application of this Ordinance all provisions shall be:~~

- ~~(1) Considered as minimum requirements;~~
- ~~(2) Liberally construed in favor of the governing body; and~~
- ~~(3) Deemed neither to limit nor repeal any other powers granted under State of Florida statutes.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

~~Sec. 42-63. -- Warning and disclaimer of liability.~~

~~The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of Town of Surfside of Miami-Dade County or by any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

~~Sec. 42-64. -- Penalties for violation.~~

~~Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall be punishable for a noncriminal violation. Any person who violates this article or fails to comply with any of its requirements shall, upon adjudication therefore, be fined not more than the maximum allowable fines established by Florida Statute, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the floodplain administrator from taking such other lawful actions as is necessary to prevent or remedy any violation.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1621, § 2, 6-10-14)~~

~~Secs. 42-65 -- 42-75. Reserved. DIVISION 4. ADMINISTRATION~~

~~Sec. 42-76. -- Permit procedures.~~

~~Application for a development permit shall be made to the floodplain administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:~~

~~(1) Application stage:~~

- ~~a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings;~~
- ~~b. Elevation in relation to mean sea level to which any nonresidential building will be floodproofed;~~
- ~~c. Certificate from a registered professional engineer or architect that the nonresidential floodproofed building will meet the flood-proofing criteria in subsection (2) and division 5, subsection 42-92(2) of the Surfside Code of Ordinances;~~
- ~~d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and~~



- e. ~~Elevation in relation to mean sea level of the bottom of the lowest horizontal structural member of the lowest floor and provide a certification from a registered engineer or architect indicating that they have developed and or reviewed the structural designs, specifications and plans of the construction and certified that are in accordance with accepted standards of practice in coastal high hazard areas.~~
- (2) ~~Construction stage: Upon placement of the lowest floor, or floodproofing by whatever construction means, or bottom of the lowest horizontal structural member it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the NGVD or NAVD elevation of the lowest floor or flood-proofed elevation, or bottom of the lowest horizontal structural member of the lowest floor as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holders' risk. The floodplain administrator shall review the lowest floor and floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct violations detected by such review. Failure to submit the survey or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1592, § 2, 10-9-12; Ord. No. 1596, § 2, 12-11-12)~~

~~Sec. 42-77. -- Duties and responsibilities of the floodplain administrator.~~

~~Duties of the administrator shall include, but are not be limited to:~~

- ~~(1) Review permits to assure sites are reasonably safe from flooding;~~
- ~~(2) Review all development permits to assure that the permit requirements of this article have been satisfied;~~
- ~~(3) Require copies of additional Federal, State of Florida, or other permits, especially as it relates to F.S. §§ 161.053, 320.8249, 320.8359, 373.036, 380.05, 381.0065, and ch. 553, pt. IV, Florida Statutes be provided and maintained on file with the development permit.~~
- ~~(4) Notify adjacent communities, the Florida Division of Emergency Management State Floodplain Management Office, the South Florida Water Management District, the Federal Emergency Management Agency and other federal and/or State of Florida agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse;~~
- ~~(5) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained;~~
- ~~(6) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (A-zones) or bottom of the lowest horizontal structural member of the lowest floor (V-zones) of all new construction and substantial improvements, in accordance with division 5, subsection 42-92(1) and (2) and subsection 42-95(2), respectively;~~
- ~~(7) Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantial improvements of nonresidential buildings have been floodproofed, in accordance with division 5, subsection 42-92(2);~~
- ~~(8) Review certified plans and specifications for compliance. When floodproofing is utilized for a particular building, certification shall be obtained from a registered engineer or architect certifying that all areas of the building below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy in compliance with division 5, subsection 42-92(2) of this article. In coastal high hazard areas, certification shall be obtained from a registered professional engineer or architect that the~~

~~building is designed and securely anchored to pilings or columns in order to withstand velocity waters and hurricane wave wash. Additionally in coastal high hazard areas, if the area below the lowest horizontal structural member of the lowest floor is enclosed, it may be done so with open wood lattice and insect screening or with non-supporting breakaway walls that meet the standards of division 5, subsection 42-95(6) of this article;~~

- ~~(9) Interpret the exact location of boundaries of the areas of special flood hazard. When there appears to be a conflict between a mapped boundary and actual field conditions, the floodplain administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article;~~
- ~~(10) When base flood elevation data or floodway data have not been provided in accordance with division 3, section 42-57, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, State of Florida, or any other source, in order to administer the provisions of division 5;~~
- ~~(11) Coordinate all change requests to the FIS, FIRM and FBFM with the requester, State of Florida, and FEMA; and~~
- ~~(12) Where base flood elevation is utilized, obtain and maintain records of lowest floor and floodproofing elevations for new construction and substantial improvements in accordance with division 5, subsections 42-92(1) and (2), respectively.~~
- ~~(13) Notify FEMA within six months when new technical or scientific data becomes available to the community concerning physical changes affecting flooding conditions so that risk premium rates and floodplain management requirements will be based on current data.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1582, § 2, 10-11-11; Ord. No. 1592, § 2, 10-9-12; Ord No. 1596, § 2, 12-11-12)~~

~~Secs. 42-78—42-90.—Reserved.~~

#### ~~DIVISION 5.—PROVISIONS FOR FLOOD HAZARD REDUCTION~~

##### ~~Sec. 42-91.—General standards.~~

~~In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:~~

- ~~(1) New construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;~~
- ~~(2) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State of Florida requirements for resisting wind forces;~~
- ~~(3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage. See the applicable technical bulletin or bulletins for guidance;~~
- ~~(4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage. See the applicable technical bulletin or bulletins for guidance;~~

- ~~(5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;~~
- ~~(6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;~~
- ~~(7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into floodwaters;~~
- ~~(8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;~~
- ~~(9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance shall meet the requirements of "new construction" as contained in this article;~~
- ~~(10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this article, shall be undertaken only if said nonconformity is not furthered, extended, or replaced;~~
- ~~(11) All applicable additional federal, State of Florida, and local permits shall be obtained and submitted to the floodplain administrator. Copies of such permits shall be maintained on file with the development permit. State of Florida permits may include, but not be limited to the following:~~
  - ~~a. South Florida Water Management District(s): in accordance with F.S. ch. 373.036, Section (2)(a) - Flood Protection and Floodplain Management.~~
  - ~~b. Department of community affairs: In accordance with F.S. § 380.05 - Areas of Critical State Concern, and F.S. ch. 553, pt. IV, Florida Building Code.~~
  - ~~(c) Department of health: In accordance with F.S. § 381.0065 - Onsite Sewage Treatment and Disposal Systems.~~
  - ~~(d) Department of environmental protection, coastal construction control line: In accordance with F.S. § 161.053 - Coastal Construction and Excavation.~~
- ~~(12) Standards for subdivision proposals and other proposed development (including manufactured homes parks or subdivisions):~~
  - ~~a. All such proposals shall be consistent with the need to minimize flood damage;~~
  - ~~b. All such proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;~~
  - ~~c. All such proposals shall have adequate drainage provided to reduce exposure to flood hazards.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1592, § 2, 10-9-12; Ord. No. 1596, § 2, 12-11-12)~~

#### ~~Sec. 42-92. Specific standards.~~

~~In all A-zones where base flood elevation data have been provided (zones AE, A1-30, and AH), as set forth in division 3, section 42-57, the following provisions shall apply in addition to those specified in section 42-91:~~

- ~~(1) Residential construction.~~
  - ~~a. Single-family residential construction. All new construction and substantial improvement of a single family structure (including manufactured home) shall have the lowest floor, including basement, elevated to at least two feet above the base flood elevation.~~
  - ~~b. All other residential construction. All new construction and substantial improvements of any residential building other than single family residential or manufactured home shall have the lowest floor, including basement, elevated to at least one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with standards of division 5, subsection 42-92(3).~~

- ~~(2) *Nonresidential construction.* All new construction and substantial improvements of any commercial, industrial, or nonresidential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. All buildings located in A-zones may be floodproofed, in lieu of being elevated, provided that all areas of the building components below the base flood elevation plus one foot are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the floodplain administrator.~~
- ~~(3) *Elevated buildings.* New construction and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.~~
- ~~a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:~~
- ~~(i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;~~
- ~~(ii) The bottom of all openings shall be no higher than one foot above foundation adjacent interior grade (which must be equal to or higher in elevation than the adjacent exterior grade); and~~
- ~~(iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.~~
- ~~b. Fully enclosed areas below the lowest floor shall solely be used for parking of vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and~~
- ~~c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.~~
- ~~(4) *Standards for manufactured homes and recreational vehicles.*~~
- ~~a. All manufactured homes that are placed, or substantially improved within zones A1-30, AH, and AE, on sites (i) outside of an existing manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, the lowest floor be elevated on a permanent foundation to no lower than one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.~~
- ~~(5) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.~~
- ~~(6) For all structures located seaward of the Coastal Construction Control Line (CCCL), the lowest floor of all new construction and substantial improvements shall be elevated to the regulatory flood elevation established by the Florida Department of Environmental Protection or by FEMA in accordance with section 42-91, whichever is higher. All non-elevation design requirements of section 42-95 shall apply.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1553, § 2, 6-8-10; Ord. No. 1582, § 2, 10-11-11; Ord. No. 1592, § 2, 10-9-12; Ord. No. 1596, § 2, 12-11-12; [Ord. No. 18-1674](#), § 2, 2-13-18)~~

~~Secs. 42-93, 42-94. Reserved.~~

~~Sec. 42-95. Coastal high hazard areas (V-zones).~~

~~Located within areas of special flood hazard established in division 3, section 42-57 are coastal high hazard areas, designated as zones V1-30, VE, or V (with BFE). The following provisions shall apply for all development activities:~~

- ~~(1) Meet the requirements of division 4, section 42-76, and division 5, sections 42-91, and 42-92.~~
- ~~(2) All new construction and substantial improvements in zones V1—V30, VE, and V (with BFE) shall be elevated on pilings or columns so that:~~
  - ~~a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to no lower than one foot above the base flood elevation whether or not the structure contains a basement; and~~
  - ~~b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading will be those values associated with the base flood. Wind loading values will be those required by applicable State of Florida or local, if more stringent than those of the State of Florida, building standards.~~
- ~~(3) A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this section.~~
- ~~(4) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new construction and substantial improvements. The floodplain administrator shall maintain a record of all such information.~~
- ~~(5) All new construction and substantial improvements shall be located landward of the reach of mean high tide.~~
- ~~(6) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than ten and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:~~
  - ~~a. Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and~~
  - ~~b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). The water loading shall be those values associated with the base flood. The wind loading values shall be those required by applicable Florida or local, if more stringent than those of the State of Florida, building standards.~~
  - ~~c. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be finished, partitioned into multiple rooms, or temperature controlled.~~
- ~~(7) Prohibit the use of fill for structural support. No development permit shall be issued for development involving fill in coastal high hazard areas unless it has been demonstrated through appropriate engineering analyses that the subject fill does not cause any adverse impacts to the structure on site or adjacent structures. Placement of fill that would result in an increase in the base flood elevation or cause adverse impacts by wave ramping and deflection may be~~

~~permitted, provided that the permit applicant first applies for and receives a conditional FIRM revision, fulfilling the requirements for such revisions as established by FEMA.~~

~~(8) Prohibit manmade alteration of sand dunes and mangrove stands that would increase potential flood damage.~~

~~(9) Standards for manufactured homes.~~

~~a. Prohibit the placement of manufactured homes.~~

~~(10) Standard for recreational vehicles.~~

~~a. Prohibit the placement of recreational vehicles.~~

~~(11) For all structures located seaward of the coastal construction control line (CCCL), the bottom of the lowest horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the flood elevation established by the Florida Department of Environmental Protection or to no lower than one foot above the base flood elevation, whichever is the higher. All non-elevation design requirements Division 5, section 42-95 shall apply.~~

~~(12) When fill is proposed, in accordance with the permit issued by the Florida Department of Health, in coastal high hazard area, the development permit shall be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood nor cause any adverse impacts to adjacent properties by wave ramping and deflection.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1582, § 2, 10-11-11; Ord. No. 1592, § 2, 10-9-12; Ord.~~

~~No. 1596, § 2, 12-11-12)~~

~~Secs. 42-96—42-110. Reserved.~~

#### ~~DIVISION 6. VARIANCE PROCEDURES~~

~~Sec. 42-111. Designation of variance and appeals board.~~

~~The variance and appeals board as established by the Town of Surfside of Miami-Dade County shall hear and decide appeals and requests for variances from the requirements of this article.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

~~Sec. 42-112. Duties of variance and appeals board.~~

~~The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the floodplain management administrator in the enforcement or administration of this article. Any person aggrieved by the decision of the board may appeal such decision to the circuit court.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1582, § 2, 10-11-11)~~

~~Sec. 42-113. Variance procedures.~~

~~In acting upon such applications, the variance and appeals board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this article;~~

~~(1) The danger that materials may be swept onto other lands to the injury of others;~~

- ~~(2) The danger of life and property due to flooding or erosion damage;~~
- ~~(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;~~
- ~~(4) The importance of the services provided by the proposed facility to the community;~~
- ~~(5) The necessity to the facility of a waterfront location, where applicable;~~
- ~~(6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;~~
- ~~(7) The compatibility of the proposed use with existing and anticipated development;~~
- ~~(8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;~~
- ~~(9) The safety of access to the property in times of flood for ordinary and emergency vehicles;~~
- ~~(10) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and~~
- ~~(11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

~~Sec. 42-114. Conditions for variances.~~

- ~~(1) Variances shall only be issued when there is:
 
  - a. A showing of good and sufficient cause;
  - b. A determination that failure to grant the variance would result in exceptional hardship; and
  - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.~~
- ~~(2) Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this article.~~
- ~~(3) Variances shall not be granted after the fact.~~
- ~~(4) The floodplain administrator shall maintain the records of all variance actions, including justification for their issuance or denial, and report such variances upon request to FEMA and the Florida Division of Emergency Management State Floodplain Management Office.~~

~~(Ord. No. 1498, § 1, 9-9-08; Ord. No. 1582, § 2, 10-11-11)~~

~~Sec. 42-115. Variance notification.~~

~~Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:~~

- ~~(1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage, and~~
- ~~(2) Such construction below the base flood level increases risks to life and property.~~



~~A copy of the notice shall be recorded by the floodplain administrator in the office of the clerk of court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

~~Sec. 42-116. Historic structures.~~

~~Variances may be issued for the repair or rehabilitation of "historic" structures meeting the definition in this article upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a "historic" structure.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

~~Sec. 42-117. Structures in regulatory floodway.~~

~~Variances shall not be issued within any designated floodway if any impact in flood conditions or increase in flood levels during the base flood discharge would result.~~

~~(Ord. No. 1498, § 1, 9-9-08)~~

# EXHIBIT B

## Replace and Adopt Chapter 42 - Floods

### Chapter 42 - Floods

#### SECTION 42-1 GENERAL.

**(a) Title.** These regulations shall be known as the *Floodplain Management Ordinance* of the Town of Surfside ("Town"), hereinafter referred to as "this Ordinance."

**(b) Scope.** The provisions of this Ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

**(c) Intent.** The purposes of this Ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

**(d) Coordination with the Florida Building Code.** This Ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

**(e) Warning.** The degree of flood protection required by this Ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this Ordinance.

**(f) Disclaimer of Liability.** This Ordinance shall not create liability on the part of the Town Commission of the Town of Surfside or by any officer or employee thereof for any flood damage that results from reliance on this Ordinance or any administrative decision lawfully made thereunder.

## **SECTION 42-2 APPLICABILITY.**

**(a) General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**(b) Areas to which this Ordinance applies.** This Ordinance shall apply to all flood hazard areas within the Town of Surfside, as established in Section 42-2(c) of this Ordinance.

**(c) Basis for establishing flood hazard areas.** The Flood Insurance Study for Miami-Dade County, Florida and Incorporated Areas dated September 11, 2009, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this Ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Building Department, 9293 Harding Avenue, Surfside, Florida 33154.

**(d) Submission of additional data to establish flood hazard areas.** To establish flood hazard areas and base flood elevations, pursuant to Section 42-5 of this Ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this Ordinance and, as applicable, the requirements of the Florida Building Code.**
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.**

**(e) Other laws.** The provisions of this Ordinance shall not be deemed to nullify any provisions of local, state or federal law.

**(f) Abrogation and greater restrictions.** This Ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this Ordinance and any other ordinance, the more restrictive shall govern. This Ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this Ordinance.

**(g) Interpretation.** In the interpretation and application of this Ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

### **SECTION 42-3 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR.**

**(a) Designation.** The Town Manager and/or designee is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

**(b) General.** The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this Ordinance. The Floodplain Administrator shall have the authority to render interpretations of this Ordinance consistent with the intent and purpose of this Ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this Ordinance without the granting of a variance pursuant to Section 42-7 of this Ordinance.

**(c) Applications and permits.** The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this Ordinance;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;

- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this Ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this Ordinance.

**(d) Substantial improvement and substantial damage determinations.** For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this Ordinance is required.

**(e) Modifications of the strict application of the requirements of the *Florida Building Code*.** The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 42-7 of this Ordinance.

**(f) Notices and orders.** The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this Ordinance.

**(g) Inspections.** The Floodplain Administrator shall make the required inspections as specified in Section 42-6 of this Ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

**(h) Other duties of the Floodplain Administrator.** The Floodplain Administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 42-3(d) of this Ordinance;
- (2) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries; such submissions shall be made within 6 months of such data becoming available;
- (3) Review required design certifications and documentation of elevations specified by this Ordinance and the *Florida Building Code* to determine that such certifications and documentations are complete;
- (4) Notify the Federal Emergency Management Agency when the corporate boundaries of Town of Surfside are modified; and
- (5) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as “Coastal Barrier Resource System Areas” and “Otherwise Protected Areas.”

**(i) Floodplain management records.** Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this Ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this Ordinance; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this Ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at the Building Department, 9293 Harding Avenue, Surfside, Florida 33154.

#### **SECTION 42-4 PERMITS.**

**(a) Permits required.** Any owner or owner’s authorized agent (hereinafter “applicant”) who intends to undertake any development activity within the scope of this Ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this Ordinance and all other applicable codes and regulations has been satisfied.

**(b) Floodplain development permits or approvals.** Floodplain development permits or approvals shall be issued pursuant to this Ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt

from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

**(c) Buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this Ordinance:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

**(d) Application for a permit or approval.** To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the Town. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Section 42-5 of this Ordinance.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the Floodplain Administrator.



**(e) Validity of permit or approval.** The issuance of a floodplain development permit or approval pursuant to this Ordinance shall not be construed to be a permit for, or approval of, any violation of this Ordinance, the *Florida Building Codes*, or any other ordinance of the Town. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

**(f) Expiration.** A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

**(g) Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this Ordinance or any other ordinance, regulation or requirement of this community.

**(h) Other permits required.** Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The South Florida Water Management District; section 373.036, F.S.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.041, F.S.
- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

## **SECTION 42-5 SITE PLANS AND CONSTRUCTION DOCUMENTS.**

**(a) Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of this Ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (3) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

- (4) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (5) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
- (6) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this Ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this Ordinance.

**(b) Additional analyses and certifications.** As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

**(c) Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

## **SECTION 42-6 INSPECTIONS.**

**(a) General.** Development for which a floodplain development permit or approval is required shall be subject to inspection.

**(b) Development other than buildings and structures.** The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this Ordinance and the conditions of issued floodplain development permits or approvals.

**(c) Buildings, structures and facilities exempt from the *Florida Building Code*.** The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this Ordinance and the conditions of issued floodplain development permits or approvals.

**(d) Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.** Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator the

certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.

**(e) Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.** As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 42-6(d) of this Ordinance.

**(f) Manufactured homes.** The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this Ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

## **SECTION 42-7 VARIANCES AND APPEALS.**

**(a) General.** The Variance and Appeals Board shall hear and decide on requests for appeals and requests for variances from the strict application of this Ordinance. Pursuant to section 553.73(5), F.S., the Variance and Appeals Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.

**(b) Appeals.** The Variance and Appeals Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this Ordinance. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

**(c) Limitations on authority to grant variances.** The Variance and Appeals Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 42-7(f) of this Ordinance, the conditions of issuance set forth in Section 42-7(g) of this Ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Variance and Appeals Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this Ordinance.

**(d) Historic buildings.** A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

**(e) Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this Ordinance, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage

during occurrence of the base flood.

**(f) Considerations for issuance of variances.** In reviewing requests for variances, the Variance and Appeals Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this Ordinance, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

**(g) Conditions for issuance of variances.** Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this Ordinance or the required elevation standards;
- (2) Determination by the Variance and Appeals Board that:
  - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
  - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
  - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.
- (5) Variances shall not be granted after-the-fact.

## **SECTION 42-8 VIOLATIONS.**

**(a) Violations.** Any development that is not within the scope of the *Florida Building Code* but that is regulated by this Ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this Ordinance, shall be deemed a violation of this Ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this Ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

**(b) Authority.** For development that is not within the scope of the *Florida Building Code* but that is regulated by this Ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

**(c) Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

**(d) Penalties for violation.** In addition to the foregoing remedies, a violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall be punishable for a noncriminal violation. Any person who violates this article or fails to comply with any of its requirements shall, upon adjudication therefore, be fined not more than the maximum allowable fines established by Florida Statute, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as is necessary to prevent or remedy any violation.

## **SECTION 42-9 DEFINITIONS.**

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this Ordinance, have the meanings shown in this section. Where terms are not defined in this Ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in this Ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

**Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision of this Ordinance.

**ASCE 24.** A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

**Base flood.** A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

**Base flood elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

**Basement.** The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

**Coastal construction control line.** The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the Town, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

**Coastal high hazard area.** A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

**Design flood.** The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Design flood elevation.** The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

**Development.** Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

**Encroachment.** The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

**Existing building and existing structure.** Any buildings and structures for which the “start of construction” commenced before September 29, 1972. [Also defined in FBC, B, Section 202.]

**Existing manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 29, 1972.

**Expansion to an existing manufactured home park or subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

**Flood or flooding.** A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

**Flood damage-resistant materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

**Flood hazard area.** The greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.

**Flood Insurance Rate Map (FIRM).** The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

**Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

**Floodplain Administrator.** The office or position designated and charged with the administration and enforcement of this Ordinance (may be referred to as the Floodplain Manager).



**Floodplain development permit or approval.** An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this Ordinance.

**Florida Building Code.** The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

**Functionally dependent use.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

**Hardship.** As related to variances from this Ordinance means the exceptional difficulty associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

**Highest adjacent grade.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

**Historic structure.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

**Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum

NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

**Light-duty truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

**Lowest floor.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

**Manufactured home.** A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

**Manufactured home park or subdivision.** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Market value.** The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this Ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser (other than a limited or curbside appraisal, or one based on income approach), Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

**New construction.** For the purposes of administration of this Ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after September 29, 1972 and includes any subsequent improvements to such structures.

**New manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 29, 1972.

**Park trailer.** A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living

quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

**Recreational vehicle.** A vehicle, including a park trailer, which is: [See section 320.01, F.S.]

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Sand dunes.** Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

**Special flood hazard area.** An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

**Start of construction.** The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

**Substantial improvement.** Any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to September 9, 2008. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official prior to the application for permit for improvement and that are the minimum necessary to assure safe living conditions.

- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

**Variance.** A grant of relief from the requirements of this Ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this Ordinance or the *Florida Building Code*.

## **SECTION 42-11 BUILDINGS AND STRUCTURES.**

**(a) Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to Section 42-4(c) of this Ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 42-17 of this Ordinance.

**(b) Buildings and structures seaward of the coastal construction control line.** If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code*, *Building Section 3109* and *Section 1612* or *Florida Building Code*, *Residential Section R322*.
- (2) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this Ordinance and ASCE 24.

**(c) Specific methods of construction and requirements. Pursuant to Chapter 8 Article III of the Miami-Dade County Code, the following specific methods of construction and requirements apply:**

(1) Residential construction. Single-family residential construction. All new construction and substantial improvement of a single family structure (including manufactured home) shall have the lowest floor, including basement, elevated to at least two feet above the base flood elevation.

(2) All other residential construction. All new construction and substantial improvements of any residential building other than single family residential or manufactured home shall have the lowest floor, including basement, elevated to at least one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with standards in this Ordinance.

(3) Nonresidential construction. All new construction and substantial improvements of any commercial, industrial, or nonresidential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. All buildings located in A-zones may be floodproofed, in lieu of being elevated, provided that all areas of the building components below the base flood elevation plus one foot are watertight with walls substantially impermeable to the passage of water, and use structural

components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the Floodplain Administrator.

(4) *Elevated buildings.* New construction and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

(i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

(ii) The bottom of all openings shall be no higher than one foot above foundation adjacent interior grade (which must be equal to or higher in elevation than the adjacent exterior grade); and

(iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.

b. Fully enclosed areas below the lowest floor shall solely be used for parking of vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and

c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

(5) *Standards for manufactured homes.* All manufactured homes that are placed, or substantially improved within zones A1-30, AH, and AE, on sites (i) outside of an existing manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, the lowest floor be elevated on a permanent foundation to no lower than one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(6) *Cumulative Substantial Improvement.* In the Florida Building Code, Building and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as follows:

**SUBSTANTIAL IMPROVEMENT.** For the purpose of determining compliance with the flood

provisions of this Ordinance, any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to September 9, 2009. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: 1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official prior to the application for permit for improvement and that is the minimum necessary to assure safe living conditions. 2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

- (3) Limitations on Enclosures Under Elevated Buildings and Dwellings. Enclosed areas shall: a) have the minimum necessary access to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the elevated building (stairway or elevator); b) not have the interior portion partitioned or finished into separate rooms except for stairwells, ramps and elevators, unless a partition is required by the fire code; and c) in coastal high hazard areas, be enclosed by insect screening or open lattice.

## **SECTION 42-12 SUBDIVISIONS.**

**(a) Minimum requirements.** Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

**(b) Subdivision plats.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats; and
- (2) Compliance with the site improvement and utilities requirements of Section 42-13 of this Ordinance.

## **SECTION 42-13 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS.**

**(a) Minimum requirements.** All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

**(b) Sanitary sewage facilities.** All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

**(c) Water supply facilities.** All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

**(d) Limitations on placement of fill.** Subject to the limitations of this Ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

**(e) Limitations on sites in coastal high hazard areas (Zone V).** In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 42-5(b)(1) of this Ordinance demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 42-17(e)(3) of this Ordinance.

## **SECTION 42-14 MANUFACTURED HOMES.**

**(a) General.** All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this Ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

**(b) Limitations on installation in coastal high hazard areas (Zone V).** New installations of manufactured homes shall not be permitted in coastal high hazard areas (Zone V).

**(c) Foundations.** All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this Ordinance. Foundations for manufactured homes subject to Section 42-14(g) of this Ordinance are permitted to be reinforced piers or other foundation elements of at least equivalent strength.



- (2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this Ordinance.

**(d) Anchoring.** All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

**(e) Elevation.** Manufactured homes that are placed, replaced, or substantially improved shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

**(h) Enclosures.** Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

**(i) Utility equipment.** Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

## **SECTION 42-15 RECREATIONAL VEHICLES AND PARK TRAILERS.**

**(a) Temporary placement.** Recreational vehicles and park trailers placed temporarily in flood hazard areas not designated as coastal high hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

**(b)** Notwithstanding the foregoing, temporary and permanent placement of recreational vehicles and park trailers is not permissible for a period longer than 24 hours in a calendar year per Section 90-66 of this Code.

## **SECTION 42-16 TANKS.**

**(a) Underground tanks.** Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

**(b) Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation requirements of Section 42-16(c) of this Ordinance shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent

flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

- (2) Not be permitted in coastal high hazard areas (Zone V).

**(c) Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

**(d) Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

## **SECTION 42-17 OTHER DEVELOPMENT.**

**(a) General requirements for other development.** All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this Ordinance or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (3) Be constructed of flood damage-resistant materials; and
- (4) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

**(b) Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).** In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four (4) inches.

**(c) Decks and patios in coastal high hazard areas (Zone V).** In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the

lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

**(d) Other development in coastal high hazard areas (Zone V).** In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

**(e) Nonstructural fill in coastal high hazard areas (Zone V).** In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of

the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.



## MEMORANDUM

ITEM NO. 5A

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** June 11, 2019

**Subject:** Florida Power and Light (FPL) Light Emitting Diode (LED) Street Light Conversion in Residential Area

Walkability and pedestrian safety have been a recurring topic within the Town of Surfside residential area. Various methods of traffic mitigation have been implemented to assist with pedestrian safety. An ongoing issue during evening hours is poorly dimmed lighting. This is because the Town residential area is currently illuminated by existing 3000K High-Pressure Sodium bulbs on cobra head fixtures, that are maintained by Florida Power and Light (FPL). These fixtures are outdated in luminating strength and technology because the system uses an electrified gas to create lighting. In doing so, light is directed through a series of shields (cobra heads) which re-direct the light towards the bottom in order to light up roadways. A lot of energy is lost through heat within the cobra head; making the system inefficient. Various residents have expressed concerns about lighting conditions in the residential area which lead to discussions with FPL.

Discussions between the Town and FPL have been ongoing and structured to review alternative methods to be more resilient with power infrastructure while seeking ways to address safety issues encountered during evening hours within the Town. Vehicular and pedestrian roadways are shared by pedestrians and cars. Fortunately, current technology now allows for alternative options that provide more light using the existing infrastructure. Existing light poles with 3000K High-Pressure Sodium bulbs on cobra head fixtures now have the capability to be converted to Light Emitting Diode (LED) system. This alternative in technology allows for the specific direction of light traveling to be concentrated on more specific areas. In doing so, less energy is wasted through heat which reflects in energy consumption and ultimately in cost savings. A complete presentation of LED lighting and LED lighting conversion benefits by FPL can be found in Attachment "A" – *"Expanded LED Presentation"* dated September 9, 2018.

All the street lights within the Town are operated and maintained by three (3) different jurisdictions depending on their location. Attachment "B" – *"Surfside Street Light Inventory"* shows all Town inventory with different colors differentiating jurisdictions. A summary of inventory can be found in Table A – *"Surfside Street Light Inventory Table"* below:



Item Number	Jurisdiction (Owner of Lighting)	Total Quantity	Count Date
1	Town of Surfside	73	11/7/2018
2	Miami Dade County Public Works (Transportation)	67	11/7/2018
3	FPL	236	11/7/2018

Table A – “Surfside Street Light Inventory Table”

During discussions, FPL provided a total of three (3) options for LED conversion that can be applied to the lights they own and maintain. As shown in Table A, FPL owns and maintains a total of 236 lights within the residential area. Harding and Collins Avenues have not been taken into consideration for LED conversion because they are owned by Miami-Dade County or Town of Surfside and are part of other conversion strategies. The three (3) options presented to the Town for review can be found in Table B – “LED Conversion Options” below:

Option 1	Option 2	Option 3
RSW 45 Watt 3000 K	RSW 41 Watt 4000 K	ATBS 76 Watt

Table B – “LED Conversion Options”

After reviewing the options with independent electrical contractors, recommendations from FPL, and seeing current upgrades in progress by the City of Sunrise as well as the City of Miami; Option 1 45-Watt 3000K is the most suitable for Town needs. Option 2 RSW 41-Watt 4000 K and Option 3 ATBS 76-Watt fixtures have posed problems with small lot neighborhoods where there is close proximity between roadway street lights and houses. The result is light intrusion into residences through windows facing street lights. Option 1 RSW 45-Watt 3000 K will reduce the Town’s power consumption by approximately 73,344 kWh per year and eliminate approximately 52 metric tons of Carbon Dioxide per year which equates to removing a total of 11 cars from the road.

The proposed FPL LED Conversion Plan has no cost to the Town as long as FPL remains the electricity provider and the agreement has a ten (10) year term. FPL will continue to bill the Town for electricity services per accordance to of FPL effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

Staff recommendation is for the Commission to accept FPL LED Lighting Service Agreement dated May 2019 to allow FPL to convert a total of 236 light fixtures from existing 3000K High-Pressure Sodium bulbs to RSW 45-Watt 3000 K LED fixtures. The total itemized inventory of fixtures that would be converted can be found in Attachment “C” – “Town of Surfside Selection Sheet”.

Reviewed by GO

Prepared by HG/RS



**FPL®**



Changing the Way Florida Looks at Night

FPL LT-1 LED Lighting Tariff

Franc Arbide, Business Development Manager  
FPL LED Lighting Solutions



## OUR HISTORY RUNS DEEP

---

### FOUNDED IN FLORIDA

#### **The Founding Company – Florida Power & Light Company (FPL)**

- Began in the final days of 1925
- Joined the New York Stock Exchange in 1950
- Largest electric utility in Florida
- A leading Florida employer (approximately 8,900 employees)

#### **The Next Era Begins**

- In 2010, FPL's parent company (FPL Group) was renamed NextEra Energy, a forward-looking enterprise that sees the future and gets there first
- Headquartered in Juno Beach, Florida
- Ranked the top "green utility" in the United States in 2015 and 2016

## OUR HISTORY RUNS DEEP

---

### PIONEERS OF POWER

#### FPL

- Serves nearly 5 million accounts or more than 10 million people across nearly half of the state of Florida
- Residential and business rates among the lowest in the state and the nation
- One of the cleanest power plant fleets among all utilities nationwide

#### NextEra

- Operations in 30 states and Canada
- Largest generator of renewable energy in the world
- Capacity 45.9 GW

## OUR HISTORY RUNS DEEP

---

### LEADERS IN LIGHT

#### FPL

- Providing street light services for more than 60 years
- Currently providing street light services for more than 500K owned and maintained street lights
- Services/replaces approximately 150K lights per year
  - Automobile accidents
  - Hurricanes
  - Routine maintenance
- Through smart grid technology, FPL owned street lights are now equipped with “Smart Nodes” that can auto-generate trouble tickets

## TARIFF OVERVIEW

---

### NEW LT-1 TARIFF

**Approved by the PSC on April 28, 2017, this tariff provides for the installation of FPL owned LED lights at no upfront cost to customers\*.**

- The Tariff allows us to offer a variety of LED street and area light solutions in a variety of different scenarios:
  - Convert HPS lights currently under SL-1
  - Convert customer owned and maintained lights to LED
  - Install new LED street and area lights
- Monthly fixture, maintenance, and energy charges are determined based on the fixture chosen by the customer
- Customers may pay additional monthly charges for dedicated light poles, underground construction and conversions

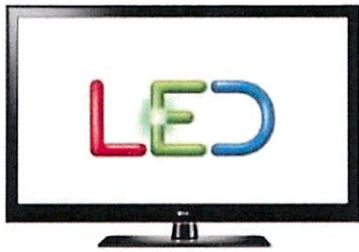
*\* In cases where directional boring or other uncommon construction concerns exist, an upfront fee may be required*



## Proliferation of LED

---

LEDs are in our cars, our offices, our homes and even our pockets



## LED STREET LIGHT CONVERSIONS ARE HAPPENING ACROSS THE US

---

### JUST SOME OF THE US CITIES CONVERTING

- Los Angeles, CA
- Las Vegas, NV
- Boston, MA
- New York City, NY
- West Palm Beach
- Detroit, MI
- San Francisco, CA
- Cleveland, OH
- St. Louis, MO
- Portland, OR
- Orlando, FL
- Asheville, NC
- Raleigh, NC
- Oahu, HI
- Pittsburg, PA
- Pueblo, CO
- Austin, TX
- San Antonio, TX
- Seattle, WA
- Salt Lake City, UT
- Phoenix, AZ
- Anchorage, AK
- Topeka, KS
- Des Moines, IA
- Chattanooga, TN
- Canton, OH
- Mobile, AL
- Tampa, FL
- Chicago, IL
- Providence, RI

## DEMAND IS HIGH FOR LED STREET LIGHTS UNDER LT-1

More than 30 cities have already signed up to do citywide conversions



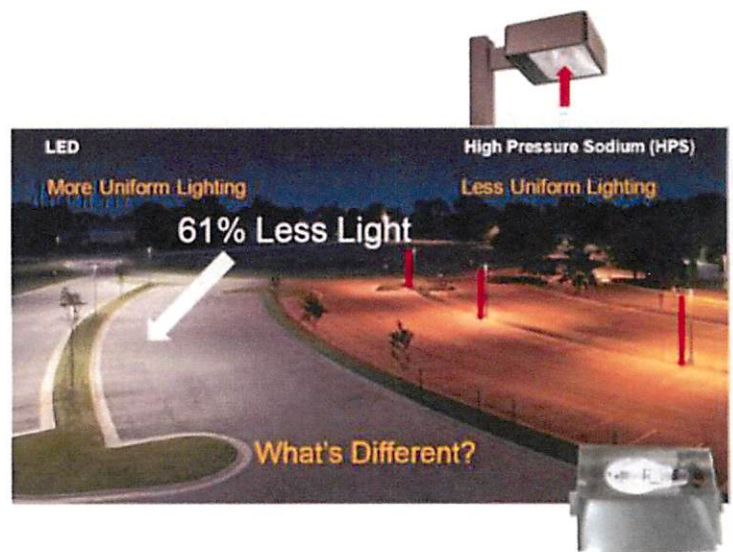


## LED ADVANTAGES

### BENEFITS OF LED

#### LEDs offer:

- Superior color rendition and differentiation
  - High color rendering index (CRI)
  - More natural colors than HPS
- High efficiency
  - Energy savings up to 50%+
- Greater variety of choices

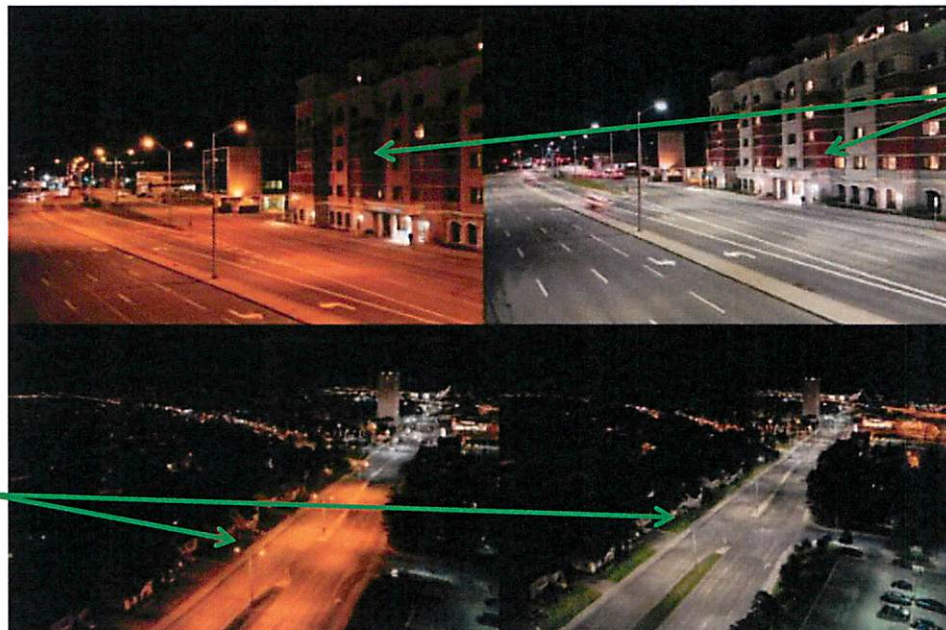


*Comparison of LED fixtures (left) versus High Pressure Sodium (HPS) fixtures (right)*

Image from <http://www.myLEDlighting guide.com>

## LED ADVANTAGES

### WHY CHOOSE LED OVER HPS?



Compare color rendering from HPS lights vs. LED on the building

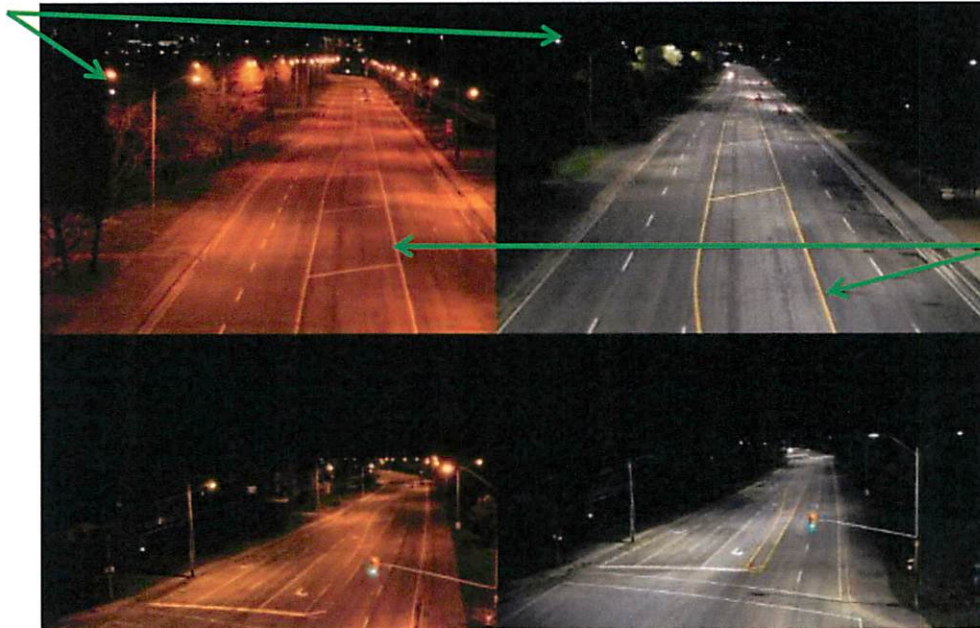
Compare light pollution contribution from HPS lights vs. LED

## LED ADVANTAGES

---

### WHY CHOOSE LED OVER HPS?

Compare uplight  
component from  
HPS lights vs. LED



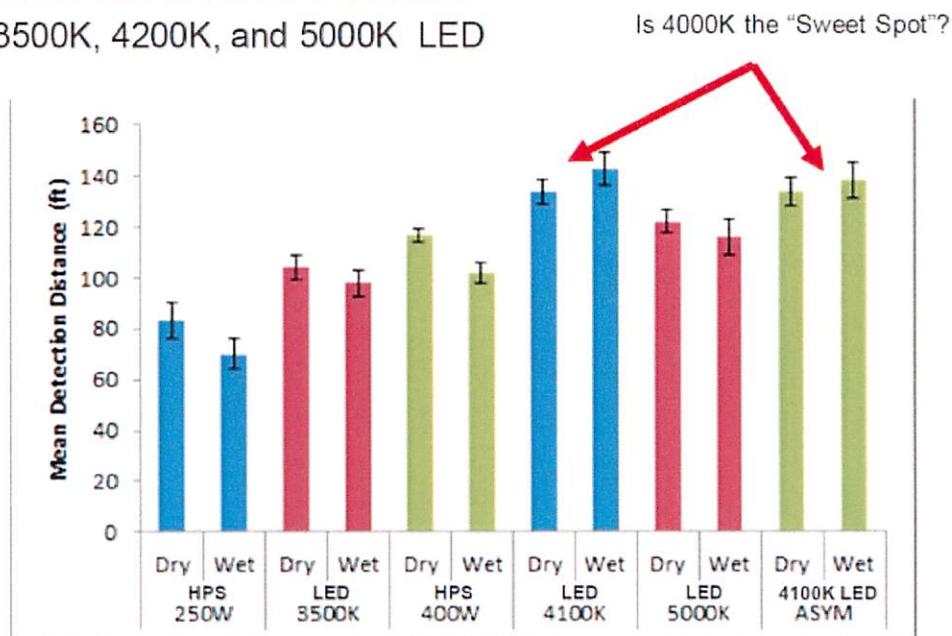
Compare color  
rendering from HPS  
lights vs. LED on the  
stripe colors



## LED ADVANTAGES

### Object Detection Distance Example

- 250W and 400W HPS Baseline
- 3500K, 4200K, and 5000K LED



Credit: Virginia Tech Transportation Institute

## LED ADVANTAGES

---

# CITY OF LOS ANGELES



## LIGHTING CHOICES

---

### WE WORK WITH TOP BRANDS

Thanks to the flexibility of the new LT-1 tariff, we are able to offer dozens of street and area lighting options from leading LED manufacturers such as CREE, GE, Cooper, Holophane, and AEL

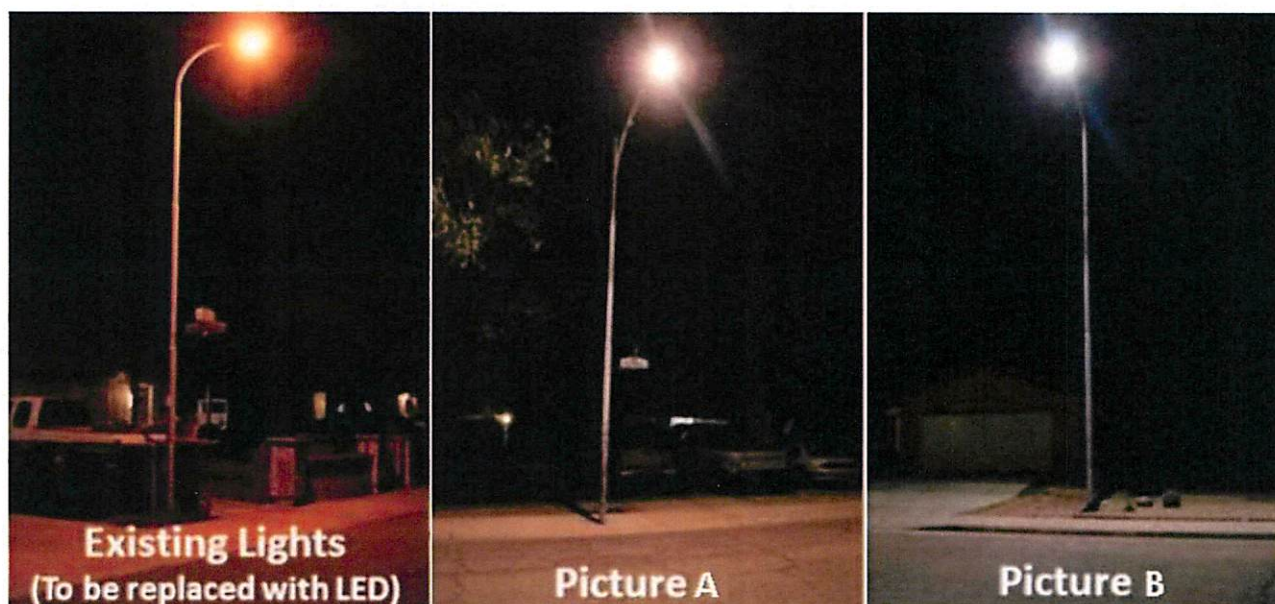




## LIGHTING CHOICES

---

### Color Temperature



Existing 2200 Kelvin HPS

3000 Kelvin

4000 Kelvin



## Existing Street Light Inventory and Potential Replacements

---

### FPL Full Maintenance Lights



Contempo  
3000K or  
4000K



Traditional  
3000K or  
4000K



RSW Series  
3000K or  
4000K



ATB Series  
4000K Only

# Legend



City Boundary



Parcels

## Owner



Surfside



FPL



Miami-Dade County

Light Address	Component Type	Replace With
1404 BISCAYA DR	HPS0070	RSW 45 Watt 3000K
9149 CARLYLE AV	HPS0070	RSW 45 Watt 3000K
1200 90 ST	HPS0100	RSW 45 Watt 3000K
1440 BISCAYA DR	HPS0100	RSW 45 Watt 3000K
1036 88 ST	HPS0100	RSW 45 Watt 3000K
8826 HAWTHORNE AV	HPS0100	RSW 45 Watt 3000K
8850 HAWTHORNE AV	HPS0100	RSW 45 Watt 3000K
8880 HAWTHORNE AV	HPS0100	RSW 45 Watt 3000K
1000 88 ST	HPS0100	RSW 45 Watt 3000K
8858 GARLAND AV	HPS0100	RSW 45 Watt 3000K
8890 GARLAND AV	HPS0100	RSW 45 Watt 3000K
8910 GARLAND AV	HPS0100	RSW 45 Watt 3000K
940 88 ST	HPS0100	RSW 45 Watt 3000K
8820 GARLAND AV	HPS0100	RSW 45 Watt 3000K
908 88 ST	HPS0100	RSW 45 Watt 3000K
8828 FROUDE AV	HPS0100	RSW 45 Watt 3000K
8858 FROUDE AV	HPS0100	RSW 45 Watt 3000K
924 89 ST	HPS0100	RSW 45 Watt 3000K
8900 FROUDE AV	HPS0100	RSW 45 Watt 3000K
900 88 ST	HPS0100	RSW 45 Watt 3000K
850 89 ST	HPS0100	RSW 45 Watt 3000K
824 88 ST	HPS0100	RSW 45 Watt 3000K
8826 EMERSON AV	HPS0100	RSW 45 Watt 3000K
8858 EMERSON AV	HPS0100	RSW 45 Watt 3000K

# Town of Surfside Selection Sheet      Initials

8900 EMERSON AV	HPS0100	RSW 45 Watt 3000K
702 88 ST	HPS0100	RSW 45 Watt 3000K
715 89 ST	HPS0100	RSW 45 Watt 3000K
8834 DICKENS AV	HPS0100	RSW 45 Watt 3000K
8866 DICKENS AV	HPS0100	RSW 45 Watt 3000K
8900 DICKENS AV	HPS0100	RSW 45 Watt 3000K
700 88 ST	HPS0100	RSW 45 Watt 3000K
628 88 ST	HPS0100	RSW 45 Watt 3000K
620 89 ST	HPS0100	RSW 45 Watt 3000K
600 88 ST	HPS0100	RSW 45 Watt 3000K
8824 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
8858 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
8900 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
8700 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
524 89 ST FRONT	HPS0100	RSW 45 Watt 3000K
502 88 ST	HPS0100	RSW 45 Watt 3000K
500 88 ST	HPS0100	RSW 45 Watt 3000K
8706 BYRON AV	HPS0100	RSW 45 Watt 3000K
8750 BYRON AV	HPS0100	RSW 45 Watt 3000K
8830 BYRON AV	HPS0100	RSW 45 Watt 3000K
8858 BYRON AV	HPS0100	RSW 45 Watt 3000K
8900 BYRON AV	HPS0100	RSW 45 Watt 3000K
420 88 ST	HPS0100	RSW 45 Watt 3000K
424 89 ST	HPS0100	RSW 45 Watt 3000K
8826 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
8852 ABBOTT AV	HPS0100	RSW 45 Watt 3000K

User: FPLNT\FXA0EUK

Report: Lighting - Summary Component Detail.rdl

Folder: [http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power Delivery IM Reports/Streetlights/CIS](http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power%20Delivery%20IM%20Reports/Streetlights/CIS)

Page 2 of 2 **Page 322**

Run

# Town of Surfside Selection Sheet      Initials

8900 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
8720 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
320 88 ST	HPS0100	RSW 45 Watt 3000K
325 89 ST	HPS0100	RSW 45 Watt 3000K
215 88 ST	HPS0100	RSW 45 Watt 3000K
215 89 ST	HPS0100	RSW 45 Watt 3000K
8985 BAY DR	HPS0100	RSW 45 Watt 3000K
1452 BISCAYA DR	HPS0100	RSW 45 Watt 3000K
8950 IRVING AV	HPS0100	RSW 45 Watt 3000K
9016 BAY DR	HPS0100	RSW 45 Watt 3000K
8910 IRVING AV	HPS0100	RSW 45 Watt 3000K
1117 90 ST	HPS0100	RSW 45 Watt 3000K
1117 90 ST	HPS0100	RSW 45 Watt 3000K
9035 BAY DR	HPS0100	RSW 45 Watt 3000K
9000 HAWTHORNE AV	HPS0100	RSW 45 Watt 3000K
9017 HAWTHORNE AV	HPS0100	RSW 45 Watt 3000K
9124 BAY DR	HPS0100	RSW 45 Watt 3000K
8926 HAWTHORNE AV	HPS0100	RSW 45 Watt 3000K
8950 HAWTHORNE AV	HPS0100	RSW 45 Watt 3000K
1025 90 ST	HPS0100	RSW 45 Watt 3000K
9061 BAY DR	HPS0100	RSW 45 Watt 3000K
9081 BAY DR	HPS0100	RSW 45 Watt 3000K
9156 BAY DR	HPS0100	RSW 45 Watt 3000K
1110 SURFSIDE BLV	HPS0100	RSW 45 Watt 3000K
9120 GARLAND AV	HPS0100	RSW 45 Watt 3000K
9149 GARLAND AV	HPS0100	RSW 45 Watt 3000K

User: FPLNT\FXA0EUK

Report: Lighting - Summary Component Detail.rdl

Folder: [http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power Delivery IM Reports/Streetlights/CIS](http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power%20Delivery%20IM%20Reports/Streetlights/CIS)

Page 3 of 3 **Page 323**

Run

# Town of Surfside Selection Sheet      Initials

---

9176 BAY DR	HPS0100	RSW 45 Watt 3000K
919 92 ST	HPS0100	RSW 45 Watt 3000K
9025 GARLAND AV	HPS0100	RSW 45 Watt 3000K
9057 GARLAND AV	HPS0100	RSW 45 Watt 3000K
8934 GARLAND AV	HPS0100	RSW 45 Watt 3000K
8958 GARLAND AV	HPS0100	RSW 45 Watt 3000K
925 90 ST	HPS0100	RSW 45 Watt 3000K
924 SURFSIDE BLV	HPS0100	RSW 45 Watt 3000K
916 SURFSIDE BLV	HPS0100	RSW 45 Watt 3000K
911 92 ST	HPS0100	RSW 45 Watt 3000K
9200 BAY DR	HPS0100	RSW 45 Watt 3000K
9110 FROUDE AV	HPS0100	RSW 45 Watt 3000K
9140 FROUDE AV	HPS0100	RSW 45 Watt 3000K
9172 FROUDE AV	HPS0100	RSW 45 Watt 3000K
9016 FROUDE AV	HPS0100	RSW 45 Watt 3000K
9048 FROUDE AV	HPS0100	RSW 45 Watt 3000K
9074 FROUDE AV	HPS0100	RSW 45 Watt 3000K
9233 BAY DR	HPS0100	RSW 45 Watt 3000K
8926 FROUDE AV	HPS0100	RSW 45 Watt 3000K
8958 FROUDE AV	HPS0100	RSW 45 Watt 3000K
9264 BAY DR	HPS0100	RSW 45 Watt 3000K
924 93 ST	HPS0100	RSW 45 Watt 3000K
825 90 ST	HPS0100	RSW 45 Watt 3000K
9288 BAY DR	HPS0100	RSW 45 Watt 3000K
9288 BAY DR	HPS0100	RSW 45 Watt 3000K
816 SURFSIDE BLV	HPS0100	RSW 45 Watt 3000K

User: FPLNT\FXA0EUK

Report: Lighting - Summary Component Detail.rdl

Folder: [http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power Delivery IM Reports/Streetlights/CIS](http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power%20Delivery%20IM%20Reports/Streetlights/CIS)

# Town of Surfside Selection Sheet      Initials

801 92 ST	HPS0100	RSW 45 Watt 3000K
9308 BAY DR	HPS0100	RSW 45 Watt 3000K
9253 EMERSON AV	HPS0100	RSW 45 Watt 3000K
1308 BISCAYA DR	HPS0100	RSW 45 Watt 3000K
9072 EMERSON AV	HPS0100	RSW 45 Watt 3000K
9100 EMERSON AV	HPS0100	RSW 45 Watt 3000K
9132 EMERSON AV	HPS0100	RSW 45 Watt 3000K
9164 EMERSON AV	HPS0100	RSW 45 Watt 3000K
9225 EMERSON AV	HPS0100	RSW 45 Watt 3000K
700 95 ST	HPS0100	RSW 45 Watt 3000K
9016 EMERSON AV	HPS0100	RSW 45 Watt 3000K
9048 EMERSON AV	HPS0100	RSW 45 Watt 3000K
9332 BAY DR	HPS0100	RSW 45 Watt 3000K
701 94 ST	HPS0100	RSW 45 Watt 3000K
8934 EMERSON AV	HPS0100	RSW 45 Watt 3000K
8958 EMERSON AV	HPS0100	RSW 45 Watt 3000K
725 92 ST	HPS0100	RSW 45 Watt 3000K
700 93 ST	HPS0100	RSW 45 Watt 3000K
9517 BAY DR	HPS0100	RSW 45 Watt 3000K
9557 BAY DR	HPS0100	RSW 45 Watt 3000K
9573 BAY DR	HPS0100	RSW 45 Watt 3000K
725 90 ST	HPS0100	RSW 45 Watt 3000K
716 SURFSIDE BLV	HPS0100	RSW 45 Watt 3000K
700 92 ST	HPS0100	RSW 45 Watt 3000K
9449 BAY DR	HPS0100	RSW 45 Watt 3000K
9381 BAY DR	HPS0100	RSW 45 Watt 3000K

User: FPLNT\FXA0EUK

Report: Lighting - Summary Component Detail.rdl

Folder: [http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power Delivery IM Reports/Streetlights/CIS](http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power%20Delivery%20IM%20Reports/Streetlights/CIS)



# Town of Surfside Selection Sheet      Initials

1400 BISCAYA DR	HPS0100	RSW 45 Watt 3000K
9333 DICKENS AV	HPS0100	RSW 45 Watt 3000K
9365 DICKENS AV	HPS0100	RSW 45 Watt 3000K
9481 BAY DR	HPS0100	RSW 45 Watt 3000K
1268 BISCAYA DR	HPS0100	RSW 45 Watt 3000K
9225 DICKENS AV	HPS0100	RSW 45 Watt 3000K
9257 DICKENS AV	HPS0100	RSW 45 Watt 3000K
9289 DICKENS AV	HPS0100	RSW 45 Watt 3000K
9401 BAY DR	HPS0100	RSW 45 Watt 3000K
9425 BAY DR	HPS0100	RSW 45 Watt 3000K
610 95 ST	HPS0100	RSW 45 Watt 3000K
9149 DICKENS AV	HPS0100	RSW 45 Watt 3000K
625 92 ST	HPS0100	RSW 45 Watt 3000K
600 94 ST	HPS0100	RSW 45 Watt 3000K
9025 DICKENS AV	HPS0100	RSW 45 Watt 3000K
9057 DICKENS AV	HPS0100	RSW 45 Watt 3000K
9095 DICKENS AV	HPS0100	RSW 45 Watt 3000K
9111 DICKENS AV	HPS0100	RSW 45 Watt 3000K
9177 DICKENS AV	HPS0100	RSW 45 Watt 3000K
601 92 ST	HPS0100	RSW 45 Watt 3000K
610 93 ST	HPS0100	RSW 45 Watt 3000K
9549 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
8926 DICKENS AV	HPS0100	RSW 45 Watt 3000K
8958 DICKENS AV	HPS0100	RSW 45 Watt 3000K
9425 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9457 CARLYLE AV	HPS0100	RSW 45 Watt 3000K

User: FPLNT\FXA0EUK

Report: Lighting - Summary Component Detail.rdl

Folder: [http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power Delivery IM Reports/Streetlights/CIS](http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power%20Delivery%20IM%20Reports/Streetlights/CIS)

# Town of Surfside Selection Sheet      Initials

---

9489 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9517 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9581 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9001 DICKENS AV	HPS0100	RSW 45 Watt 3000K
616 SURFSIDE BLV	HPS0100	RSW 45 Watt 3000K
9308 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9341 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9373 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9401 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
1220 BISCAYA DR	HPS0100	RSW 45 Watt 3000K
9225 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9265 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9289 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
510 95 ST	HPS0100	RSW 45 Watt 3000K
9016 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9048 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9090 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9125 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9141 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9165 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
9201 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
501 94 ST	HPS0100	RSW 45 Watt 3000K
510 93 ST	HPS0100	RSW 45 Watt 3000K
8926 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
8958 CARLYLE AV	HPS0100	RSW 45 Watt 3000K
525 90 ST	HPS0100	RSW 45 Watt 3000K

User: FPLNT\FXA0EUK

Report: Lighting - Summary Component Detail.rdl

Folder: [http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power Delivery IM Reports/Streetlights/CIS](http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power%20Delivery%20IM%20Reports/Streetlights/CIS)

# Town of Surfside Selection Sheet      Initials

9500 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9532 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9564 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9580 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9001 BYRON AV	HPS0100	RSW 45 Watt 3000K
9356 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9400 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9424 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
416 SURFSIDE BLV	HPS0100	RSW 45 Watt 3000K
401 92 ST	HPS0100	RSW 45 Watt 3000K
9272 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9300 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9324 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9124 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9156 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9190 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9208 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9240 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9024 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9056 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
9090 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
351 95 ST	HPS0100	RSW 45 Watt 3000K
320 93 ST	HPS0100	RSW 45 Watt 3000K
8934 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
8958 ABBOTT AV	HPS0100	RSW 45 Watt 3000K
395 90 ST	HPS0100	RSW 45 Watt 3000K

User: FPLNT\FXA0EUK

Report: Lighting - Summary Component Detail.rdl

Folder: [http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power Delivery IM Reports/Streetlights/CIS](http://cafe.nexteraenergy.com/sharepoint/distribution/PPDashboards/Power%20Delivery%20IM%20Reports/Streetlights/CIS)

Page 328

Run

Town of Surfside Selection Sheet

Initials

301 92 ST	HPS0100	RSW 45 Watt 3000K
316 SURFSIDE BLV	HPS0100	RSW 45 Watt 3000K
251 92 ST	HPS0100	RSW 45 Watt 3000K
225 90 ST	HPS0100	RSW 45 Watt 3000K

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN LED LIGHTING AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONVERSION AND INSTALLATION OF LED LIGHTING FACILITIES ON STREETS IN THE RESIDENTIAL AREA; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) desires to update and improve lighting conditions in the residential areas in order to promote energy efficiency, walkability, and pedestrian and resident safety by converting the existing street lights in the residential area to Light Emitting Diode (LED) in order to provide better and enhanced street lighting; and

**WHEREAS**, Florida Power & Light Company (“FPL”) provided the LED Lighting Plan attached hereto as Exhibit “A” in order to convert the Town’s existing 70 and 100 Watt HPSV lights to 45 Watt 3000K LED lights; and

**WHEREAS**, the Town wishes to enter into the LED Lighting Agreement with FPL for such LED conversion and in order to implement the LED Lighting Plan, substantially in the form attached hereto as Exhibit “B” (“LED Lighting Agreement”); and

**WHEREAS**, the Town Commission finds that converting to LED lighting for street lights in the residential area and entering into the LED Lighting Agreement is in the best interest, safety and welfare of the Town.

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

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

**Section 2. Approval and Authorization.** The LED Lighting Agreement, in substantially the form attached hereto as Exhibit “A”, is hereby approved, subject to such non-substantive changes as may be acceptable to the Town Manager and the Town Attorney as to form and legality. The Town Commission authorizes the Town Manager to execute the LED Lighting Agreement on behalf of the Town.

**Section 3.**     **Implementation.** The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution, the LED Lighting Plan and the LED Lighting Agreement.

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

**PASSED AND ADOPTED** on this 11th day of June, 2019.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

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

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

**ATTEST:**

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

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

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



## LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Town of Surfside (hereinafter called the Customer), requests on this \_\_\_\_\_ day of **May**, **2019**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) citywide, located in Surfside, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

<b><u>Poles</u></b>				
<b>Pole Type</b>	<b>Existing Pole Count (A)</b>	<b># Installed (B)</b>	<b># Removed (C)</b>	<b>New Pole Count (A+B-C)</b>
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<b><u>Underground Conductor</u></b>				
<b>Type</b>	<b>Existing Footage (A)</b>	<b>Feet Installed (B)</b>	<b>Feet Removed (C)</b>	<b>New Footage (A+B-C)</b>
Under Pavement		N/A <sup>(1)</sup>		
Not Under Pavement				

- (1) All new conductor installed is in conduit and billed as Not Under Pavement



[illegible]

(b) Modification to existing facilities other than described above (explain fully): none

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a contribution in the amount of **\$0.00** prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy

or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Town of Surfside  
Customer (Print or type name of Organization)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
(Signature)

Francisco J. Arbide  
(Print or type name)

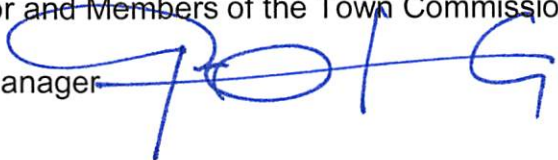
Title: Business Development Manager



## MEMORANDUM

ITEM NO. 5B

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** June 11, 2019

**Subject:** Parking Pay Stations – Continuation of the Extended Hardware and Software Warranty, and Tier II Support and Maintenance with the Service Provider T2 Systems

---

The Town of Surfside Police Department-Parking Enforcement Division wishes to continue the services T2 Systems (Parker Pay Stations) to provide their Extended Hardware and Software Warranty and their Tier II Support and Maintenance Programs for the thirty-seven (37) Parking Pay Stations that are in use in the Town of Surfside as a payment solution for both On-Street and Off-Street parking spaces.

The Town of Surfside Police Department-Parking Enforcement Division procured twenty-nine Parking Pay Stations in 2016, and an additional eight (8) Parking Pay Stations in 2017.

The annual costs are calculated on a yearly basis per Pay Station with the Extended Hardware and Software Warranty at \$1,000/Pay Station, and the Tier II Support and Maintenance at \$412.48/Pay Station. The total yearly cost for Warranty and Support services is \$47,035.58 with a 10% discount offered by the vendor. This will be a recurring yearly cost for the life of the machine with possible marginal increases per year. The Extended Warranty provides basic replacement parts without on-site services, and the Tier II Support and Maintenance provides on-site preventative maintenance, software upgrades, on-site repairs, and phone and management support. These incurred costs are paid through the Municipal Parking Fund Budget.

The Surfside Police Department-Parking Enforcement Division has utilized these warranty and maintenance services upon the Parking Pay Stations becoming operational and the response and maintenance by the vendor has met all expectations. The on-site service prevents extended delays in repairs of the Pay Stations and avoids hours of labor by Parking Enforcement personnel dedicated to repairs instead of their primary duties.

Staff recommends a motion to approve the continued costs associated with the use of the T2 Systems Extended Hardware and Software Warranty and their Tier II Support and Maintenance Programs for the thirty-seven (37) Parking Pay Stations that are in use in the Town of Surfside.

Reviewed by: Chief Julio Yero

Prepared by: Captain John Bambis

**RESOLUTION NO. 19 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF AN EXTENDED HARDWARE AND SOFTWARE WARRANTY AND SUPPORT AND MAINTENANCE SERVICES FROM HARRINGTON RESOURCES, INC. D/B/A PARKER SYSTEMS FOR THE PARKING PAY STATIONS IN USE IN THE TOWN OF SURFSIDE; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$47,036.00 FROM THE PARKING FUND; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY AGREEMENTS FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 9, 2016, the Town of Surfside (“Town”) entered into an Agreement with Harrington Resources, Inc. D/B/A Parker Systems (“Provider”) to upgrade and replace all parking pay stations within the Town with the latest technology models, which Agreement included an initial warranty; and

**WHEREAS**, the Town is seeking to purchase an extended hardware and software warranty and support and maintenance services from Provider for its existing parking pay stations (“Warranty”) for a period of one year at a cost of \$47,036.00, as set forth in the Invoice attached hereto as Exhibit “A”; and

**WHEREAS**, Provider has agreed to provide the Warranty in accordance with the Warranty Data Sheet attached hereto as Exhibit “B”; and

**WHEREAS**, it is in the best interest of the Town and proper maintenance of the parking pay stations to approve and authorize the purchase of the Warranty and expenditure of funds in the amount of \$47,036.00 from the Parking Fund.

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

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

**Section 2. Authorization to Purchase Warranty and Approval to Expend Funds.** The purchase of the Warranty is hereby approved and the Town Manager is authorized to expend the amount of \$47,036.00 for the purchase of the Warranty from the Parking Fund. The Town Manager is further authorized to enter into any agreements with the Provider for purchase and/or implementation of the Warranty.

**Section 3. Implementation.** The Town Manager is hereby authorized to take any and all action necessary to implement the purchase of the Warranty and the purposes of this Resolution.

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of June, 2019.

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

HARRINGTON RESOURCES, Inc.  
1115 Bridgeway Blvd.  
Orlando, FL 32828 US  
(407) 4923679  
lynda@parkersystemsplace.com

Invoice 2018-2306

BILL TO Town of Surfside Town of Surfside 9293 Harding Avenue, Surfside, FL 33154	DATE	PLEASE PAY	DUE DATE
	04/16/2019	\$47,035.58	05/16/2019

	QTY	RATE	AMOUNT
Tier II Support and Maintenance - 37 units	37	412.48	15,261.76
Extended Hardware and Software Warranty- 29 units SN: 5201-1646-2468 - 2496, 5201-1708-0249 - 0256. 37 units for 365 days. Expires 4/07/19 - Renews 4/07/20	37	1,000.00	37,000.00

SUBTOTAL	52,261.76
DISCOUNT 10%	-5,226.18
TOTAL	47,035.58

TOTAL DUE	\$47,035.58
-----------	-------------

THANK YOU.



# Warranty



## Protecting Your Pay Station Investment

Digital Payment Technologies (DPT) stands behind its products with a comprehensive warranty, software update, and technical support program. You can enjoy peace of mind knowing that your investment is protected should anything go amiss. Should you have any technical issues, DPT's expert technical support team is there to support you. You will also benefit from new features as they are delivered, since software updates are included with your warranty.

### Standard Warranty

DPT covers all of its pay station products with a one-year standard warranty\*, which is included in the purchase price. The warranty includes the following features:

- 1-year return warranty for pay station parts
- 30-day warranty on batteries, locks and keys
- 1-year warranty on spare parts
- 1-year free one-way shipping on replacement parts
- 2-day expedited shipping, during business days, of replacement parts
- 1 year of expert technical support
- 1 year of software updates

### Expert Technical Support

DPT's expert technical support team is available to support your pay station and parking operations, with one year of included support:

- Access to 24 x 7 technical support
- 1-year free telephone and e-mail support\*
- 1-year discounted pricing on after-hours software telephone and e-mail support

### Software Updates

Make sure you get the most out of your pay station by keeping your software up-to-date. DPT includes one year of software updates with each pay station purchase, ensuring you have access to the latest features and defect fixes in order to improve consumer service, make your operation more efficient, and increase revenue.

### Extended Warranty

You can protect your pay station investment by purchasing an extended warranty\* that covers pay station parts (excluding batteries), spare parts, software updates, and technical support under the terms described here. Extended warranties can be purchased on an annual basis and are a great way to avoid unforeseen expense and downtime. If a full warranty is not required, it is also possible to purchase only software updates and telephone support.

### Full Extended Warranty

- Same features as standard warranty
- Includes software updates and technical support
- Purchased annually

### Software Updates and Support Only

- Access to expert technical support
- Receive software updates
- Purchased annually

\* Refer to your warranty agreement for complete details





## MEMORANDUM

ITEM NO. 5C

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 11, 2019  
**Subject:** Purchase of Hybrid Ford Fusion Vehicle

The Building Department is responsible for performing field inspections and monitoring construction projects for which building permits have been issued. Currently the Building Department has one vehicle for two full time employees to perform all daily operations and respond to all weather, fire and other on-call events.

The vehicle will allow more efficient performance of daily duties and more effective response to other on-call events.

The budget impact will be \$29,913, which is to be appropriated from the Fund Balance (Reserves) as this is an unbudgeted item. The vehicle was chosen via the Florida Sheriffs Association & Association of Counties Bid.

Staff respectfully requests approval of the purchase of the stated vehicle from the Florida Sheriffs Association Bid not to exceed \$30,000.

Reviewed by: MR/RP

Prepared by: MR/RP

**RESOLUTION NO. 19 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF A 2019 FORD FUSION RESPONDER SEDAN FOR THE BUILDING DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$30,000.00 FROM THE BUILDING FUND FISCAL YEAR 2018/2019 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside's Building Department is seeking to purchase a vehicle for its operations and in order to respond to weather, fire and other on-call events; and

**WHEREAS**, the vehicle being sought for purchase is a 2019 Ford Fusion Responder Sedan ("Vehicle") at a cost not to exceed \$30,000. with terms and pricing set forth in the Purchase Order attached hereto as Exhibit "A"; and

**WHEREAS**, competitive procurement and terms and pricing for the Vehicle has been obtained through the Florida Sheriffs Association and Florida Association of Counties Contract #FSA18-VEL26.0 Chassis/FSA18-VEH16.0, which terms and pricing are attached hereto as Exhibit "B"; and

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

**WHEREAS**, it is in the best interest of the Town to approve and authorize the purchase of the Vehicle and expenditure of funds not to exceed \$30,000.00 from the Fiscal Year 2018/2019 budget.

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

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

**Section 2. Authorization to Purchase and Approval to Expend Funds.** The purchase of the Vehicle is hereby approved and the Town Manager is authorized to expend an amount not to exceed \$30,000.00 for the purchase of the Vehicle from the Building Fund Fiscal Year 2018/2019 Budget. .



**Section 3. Procurement Exempt.** In accordance with Section 3-13(3) of the Town's Code of Ordinances, the purchase of the Vehicle is exempt from competitive procurement in reliance on the competitive procurement and terms and pricing obtained pursuant to the Florida Sheriff's Association and Florida Association of Counties Contract #FSA18-VEL26.0 Chassis/FSA18-VEH16.0.

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

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of June, 2019.

Motion by: \_\_\_\_\_,

Second by: \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

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

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

**ATTEST:**

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

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

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

**EXHIBIT “A”**

**PURCHASE ORDER**

# TOWN OF SURFSIDE

<b>Prepared for:</b>		<b>Contract Holder</b>		<b>DATE:</b>
TOWN OF SURFSIDE ROSS PRIETO 305-861-4863 X231 <a href="mailto:rprieto@townofsurfsidefl.gov">rprieto@townofsurfsidefl.gov</a>		Duval Ford Fleet Sales Laura Torbett (Work) 904-381-6599 (Fax) 904-387-6816 (Cell) 904-568-6027 <a href="mailto:Laura.Torbett@duvalfleet.com">Laura.Torbett@duvalfleet.com</a> 1616 Cassat Ave. Jax, FL 32210		5/29/19
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL				
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties &amp; Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>				
<b>Labor</b>	<b>Code</b>	<b>Equipment</b>	<b>Price</b>	
0	SPEC 4	2019 FORD FUSION RESPONDER POLICE RATED SEDAN - P0A	\$ 26,815.00	
0	UM	AGATE BLACK	NC	
0	VP	Seat Trim, Cloth Front Rear Vinyl	NC	
0	D63E	DELETE LEFT HAND Spot Light	\$ (50.00)	
0	TEMP	TEMPORARY TAG	\$ 108.00	
0	CP575R	5 YEAR 75,000 MILE PREMIUM CARE WARRANTY WITH \$0 DED	\$ 3,040.00	
0			\$ -	
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.		
<b>UNIT COST</b>			<b>\$ 29,913.00</b>	
<b>TOTAL QUANTITY</b>		<b>1</b>	<b>TOTAL PURCHASE</b>	
			<b>\$ 29,913.00</b>	





## FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<a href="#"><u>FORD POLICE RESPONDER HYBRID SEDAN - FWD (Specification #04)</u></a>			
Duval Ford LLC	2019 Ford Responder Hybrid Sedan FWD (P0A)	★ Western	\$26,815.00
ALT - Garber Ford Inc	2019 Ford Responder Hybrid Sedan FWD (P0A)	Western	\$27,146.00
Duval Ford LLC	2019 Ford Responder Hybrid Sedan FWD (P0A)	★ Northern	\$26,815.00
ALT - Garber Ford Inc	2019 Ford Responder Hybrid Sedan FWD (P0A)	Northern	\$26,996.00
Duval Ford LLC	2019 Ford Responder Hybrid Sedan FWD (P0A)	★ Central	\$26,815.00
ALT - Prestige Ford	2019 Ford Responder Hybrid Sedan FWD (P0A)	Central	\$26,852.00
Duval Ford LLC	2019 Ford Responder Hybrid Sedan FWD (P0A)	★ Southern	\$26,815.00
ALT - Prestige Ford	2019 Ford Responder Hybrid Sedan FWD (P0A)	Southern	\$26,992.00



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **FORD POLICE RESPONDER HYBRID SEDAN - FWD SPECIFICATION #4**

#### **2019 Ford Responder Hybrid Sedan FWD (P0A)**

The Ford Responder Hybrid Sedan FWD (P0A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$26,815.00	\$26,815.00	\$26,815.00	\$26,815.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$26,815.00	\$26,815.00	\$26,815.00	\$26,815.00

Order Code	Delete Options	All Zones
D63E <sup>1</sup>	Driver's Side Spotlight	\$50.00 <sup>1</sup>
	Front License Bracket	Std

Order Code	Add Options	All Zones
	Priority start/battery saver	NA
	Factory remote engine start	NA
91E <sup>1</sup>	Ballistic door panels - driver front door <i>DUVALFORD; NIJIIIA compliant: - Rounds/Specification: - Type IIIA (.357 SIG; .44 Magnum) Type IIIA armor that is new and unworn shall be tested with .357 SIG FMJ Flat Nose (FN) bullets with a specified mass of 8.1 g (125 gr) and a velocity of 448 m/s ± 9.1 m/s (1470 ft/s ± 30 ft/s) and with .44 Magnum Semi Jacketed Hollow Point (SJHP) bullets with a specified mass of 15.6 g (240 gr) and a velocity of 436 m/s ± 9.1 m/s (1430 ft/s ± 30 ft/s). - Type IIIA armor that has been conditioned shall be tested with .357 SIG FMJ FN bullets with a specified mass of 8.1 g (125 gr) and a velocity of 430 m/s ± 9.1 m/s (1410 ft/s ± 30 ft/s) and with .44 Magnum SJHP bullets with a specified mass of 15.6 g (240 gr) and a velocity of 408 m/s ± 9.1 m/s (1340 ft/s ± 30 ft/s). <sup>1</sup></i>	\$894.00 <sup>1</sup>
91J <sup>1</sup>	Ballistic door panels - driver and passenger front doors <i>DUVALFORD; NIJIIIA compliant: - Rounds/Specification: - Type IIIA (.357 SIG; .44 Magnum) Type IIIA armor that is new and unworn shall be tested with .357 SIG FMJ Flat Nose (FN) bullets with a specified mass of 8.1 g (125 gr) and a velocity of 448 m/s ± 9.1 m/s (1470 ft/s ± 30 ft/s) and with .44 Magnum Semi Jacketed Hollow Point (SJHP) bullets with a specified mass of 15.6 g (240 gr) and a velocity of 436 m/s ± 9.1 m/s (1430 ft/s ± 30 ft/s). - Type IIIA armor that has been conditioned shall be tested with .357 SIG FMJ FN bullets with a specified mass of 8.1 g (125 gr) and a velocity of 430 m/s ± 9.1 m/s (1410 ft/s ± 30 ft/s) and with .44 Magnum SJHP bullets with a specified mass of 15.6 g (240 gr) and a velocity of 408 m/s ± 9.1 m/s (1340 ft/s ± 30 ft/s). <sup>1</sup></i>	\$1,789.00 <sup>1</sup>
	Electronics tray (w/o fan) <i>DUVALFORD; UniversalTopTray--CenterofI/Pformountingaftermarket equipment <sup>1</sup></i>	Std <sup>1</sup>
96H <sup>1</sup>	Trunk circulation fan (mounted on package tray) <i>DUVALFORD; Trunk Circulation Fan – Battery Powered (Switch is hot at all times) Note: Deletes one rear audio speaker when ordered <sup>1</sup></i>	\$114.00 <sup>1</sup>
68E <sup>1</sup>	Noise suppression bonds <i>DUVALFORD <sup>1</sup></i>	\$94.00 <sup>1</sup>
	Right-hand pillar mounted 6" spotlight with ear halogen bulb, factory installed <i>DUVALFORD <sup>1</sup></i>	NA <sup>1</sup>
CHOLE <sup>1</sup>	Hole in roof* (drilled on centerline of roof panel approx. 29" rearward of windshield opening) <i>DUVALFORD <sup>1</sup></i>	\$250.00 <sup>1</sup>
PHOLE <sup>1</sup>	Hole in roof* (drilled on passenger side of roof panel approx. 29" rearward of windshield opening & approx. 6" inboard from passenger side door) <i>DUVALFORD <sup>1</sup></i>	\$250.00 <sup>1</sup>
WGLS <sup>1</sup>	Wiring - grille lamps & speaker <i>DUVALFORD; Control circuits included for grille lights, siren and speaker STD <sup>1</sup></i>	\$100.00 <sup>1</sup>
WSPKR <sup>1</sup>	Wiring - auxiliary speaker <i>DUVALFORD; Control circuits included for grille lights, siren and speaker STD <sup>1</sup></i>	\$100.00 <sup>1</sup>
WTENA <sup>1</sup>	Wiring - coaxial radio antenna <i>DUVALFORD; Dealer installed haf2160a antenna. For customer supplied antenna, use \$75 <sup>1</sup></i>	\$175.00 <sup>1</sup>
HRING <sup>1</sup>	Wiring - horn/siren circuit <i>DUVALFORD; Factory capable wiring is standard. One 10 amp siren speaker circuit to trunk Included with 20E. This option activates the horn ring feature in combination with a siren controller <sup>1</sup></i>	\$50.00 <sup>1</sup>

<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$26,815.00	\$26,815.00	\$26,815.00	\$26,815.00

PTW <sup>1</sup>	Wiring - ignition and main power supply <i>DUVALFORD; Power distribution center, power pigtail battery and ignition power standard. For power and ground extension labeled in loom at center console area for installation of emergency equipment not installed at dealer. Recommended on all orders adding video, radio or radar <sup>1</sup></i>	\$225.00 <sup>1</sup>
TREMCO <sup>1</sup>	Tremco anti-theft - foot activated, dealer installed <i>DUVALFORD <sup>1</sup></i>	NA <sup>1</sup>
SFST <sup>1</sup>	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less <i>DUVALFORD <sup>1</sup></i>	NA <sup>1</sup>
RW <sup>1</sup>	Wiring - roof wires <i>DUVALFORD; Power and ground fused with loom. Lightbar packages include wire for routing. Select this option if adding equipment after dealer cage installation. <sup>1</sup></i>	\$225.00 <sup>1</sup>
MAG <sup>1</sup>	Rechargeable mag light <i>DUVALFORD; RL2019 <sup>1</sup></i>	\$149.00 <sup>1</sup>
	Ready Buckle Prisoner Restraint Seat Belt System <i>DUVALFORD; <sup>1</sup></i>	NA <sup>1</sup>
	Carpet floor covering, front & rear <i>DUVALFORD; <sup>1</sup></i>	NA <sup>1</sup>
AP <sup>1</sup>	2nd row cloth seats <i>DUVALFORD; <sup>1</sup></i>	\$59.00 <sup>1</sup>
51B <sup>1</sup>	Rear console plate <i>DUVALFORD; Not available with Front Console Plate Delete (50B) <sup>1</sup></i>	\$39.00 <sup>1</sup>
	Perimeter anti-theft alarm <i>DUVALFORD; <sup>1</sup></i>	Std <sup>1</sup>
	Full floor console with unique police finish panels, Dealer installed - please specify <i>DUVALFORD; <sup>1</sup></i>	\$895.00 <sup>1</sup>
18G <sup>1</sup>	Front Headlamp / Police Interceptor Housing Only – Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies); Pre-molded sidewarding LED holes with standard twist lock sealed capability (does not include LED installed lights) (Note: Not available with options 661 and 856) <i>DUVALFORD; Front Marker Prep Bezel/Panel Housing Only with Molded insert for the rectangular LED side warning V-Ion light (eliminates need to drill housing or fascia assemblies), Wiring, controller and LED lights “not” included. Note: Included with option Front Headlamp Lighting Solution (14A) and Ready for the Road (20D). Note: Wiring, controller and LED lights “not” included <sup>1</sup></i>	\$119.00 <sup>1</sup>
14A <sup>1</sup>	Front Headlamp Lighting Solution – Base projector beam headlamp plus two (2) multi-function Park/Turn/Warn (PTW) bulbs for Wig-Wag simulation, and two (2) white hemispheric light head LED side warning lights. Wiring, LED lights included. Controller "not" included (Note: Included with option 856; Requires Pre-Wiring for grille LED lights, siren and speaker - 51G) <i>DUVALFORD; Front Headlamp Lighting Solution Includes base halogen low/high-beam headlamp with High Beam Wig-Wag and two (2) rectangular wide-angle LED side warning V-Ion lights, Driver side – Red / Passenger side – Blue, Wiring, LED lights included. Controller “not” included. Note: Included with option Ready for the Road (20D) Note: Controller “not” included, recommend Ultimate Wiring Pkg. (20E) <sup>1</sup></i>	\$894.00 <sup>1</sup>

<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$26,815.00	\$26,815.00	\$26,815.00	\$26,815.00

52D <sup>1</sup>	<p>Tail Lamp Lighting Solution – Includes base LED lights, plus two(2) rear integrated hemispheric red lighththead LED side warninglights in taillamps; LED lights only. Wiring, controller "not" included (Note: Included with option 856</p> <p><i>DUVALFORD; Tail Lamp Lighting Solution Includes base LED lights, Includes wig-wag module functionality with alternating reverse lights and taillamp lights only, Wiring, controller "not" included. Note: Included with option Ready for the Road (20D). Note: Wiring and controller "not" included, recommend Ultimate Wiring Pkg. (20E)</i><sup>1</sup></p>	\$429.00 <sup>1</sup>
51C <sup>1</sup>	<p>Rear Lighting Solution – Includes two (2) backlit flashing linearhigh-intensity LED lights (driver side red / passenger side blue)mounted inside back window; surrounds brake stop light); Includestwo (2) linear high-intensity LED lights (driver side red / passengerside blue) mounted on inside trunk decklid (lights activate whendecklid is open); LED lights only. Wiring, controller "not" included(Note: Included with option 856)</p> <p><i>DUVALFORD; Rear Lighting Solution Includes two (2) backlit flashing linear high-intensity LED lights (driver side red / passenger side blue) mounted inside back window, Includes two (2) linear high-intensity LED lights (driver side red / passenger side blue) mounted on inside trunk decklid, LED lights only. Wiring, controller "not" included Note: Included with option Ready for the Road (20D). Note: Wiring and controller "not" included, recommend Ultimate Wiring Pkg. (20E)</i><sup>1</sup></p>	\$484.00 <sup>1</sup>
	<p>Light Controller Package – Includes content from the followingPolice Interceptor Packages: #4 (854) plus: Whelen Light ControllerHead (PCC8R); Whelen PCC8R Light Relay Center (electronics traymounted); Light Controller / Relay Center Wiring (jumper harness);Whelen Specific Cable (console to trunk) connects PCC8R toControl Head. Does "not" include LED lights; Recommend PoliceWire Harness Connector Kits 77E and 51J (Note: Not available withoptions 854, 856, 857)</p> <p><i>DUVALFORD;</i><sup>1</sup></p>	NA <sup>1</sup>
20D <sup>1</sup>	<p>Ready for the Road Package – Includes Police Interceptor Packages:#661; #662, #663, #854 plus: Whelen Cencom Light ControllerHead with dimmable backlight; Whelen Cencom Relay Center / Siren/ Amp w/Traffic Advisor (mounted on Electronics Tray); LightController / Relay Cencom Wiring (wiring harness) w/additionalinput/output pigtails; High current pigtail; Whelen Specific WECANCable (console to trunk) connects Cencom to Control Head; Grille linear LED Lights (Red / Blue); 100-Watt Siren / Sp</p> <p><i>DUVALFORD; Ready for the Road Package Includes the following : Front Headlamp Lighting Solution, Rear Lighting Solution, Tail Lamp Lighting Solution plus: Rear console mounting plate (front mounting plate – Std), Light Controller with dimmable backlight, Trunk circulation fan, Light Controller Relay Center / Siren / Amp w/Traffic Control Cencom Wiring (wiring harness, mounted on battery cover) w/additional input/output pigtail, High current pigtails, Specific Control Cable (console to trunk) connects Light/Siren controller to Controller Head, Grille linear LED Lights (driver side red / passenger side blue), 100-Watt Siren / Speaker, Trunk Storage Vault, Rear-Door Handles / Locks Inoperable. Windows operable from driver's door switches only, Overlay Wiring Harness, Grille LED lights, Siren and Speaker Wiring, control power harness. Note: Not available with options 14A, 18G, 51C, 52D and 20E</i><sup>1</sup></p>	\$3,594.00 <sup>1</sup>
20E <sup>1</sup>	<p>Ultimate Wiring Package – Includes the following: Rear consolemounting plate (97D); I/P to trunk overlay harness; Two (2) lightcables – supports up to 6 LED lights (engine compartment); TrunkPower Distribution box (PDB); Two (2) 50-amp battery and groundcircuits in-trunk; One (1) 10-amp siren/speaker circuit engine totruck; Rear backlight/decklid/trunk wiring – supports up to six (6)rear LED lights; Grille LED lights, Siren and Speaker Wiring (51G);Light Controller / Relay Cencom Wiring</p> <p><i>DUVALFORD; Ultimate Wiring Package Includes the following: Rear console mounting plate (front mounting plate – Std) – I/P to trunk overlay harness: Two (2) light cables – supports up to 6 LED lights (engine compartment), Trunk Power Distribution lug with body ground, One (1) 10-amp siren/speaker circuit engine to trunk – Rear backlight/decklid/trunk wiring – supports up to six (6) rear LED lights, Control circuits for grille LED lights, siren and speaker, Does "not" include mirror LED connectors. Note: Not available with Ready for the Road (20D). Note: Does "not" include mirror LED connectors, recommend Police Wire Harness Connector Kits 54E and 62B</i><sup>1</sup></p>	\$559.00 <sup>1</sup>

<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$26,815.00	\$26,815.00	\$26,815.00	\$26,815.00

54E <sup>1</sup>	Police Wire Harness Connector Kit (Front) – For connectivity to Ford PI Package solutions includes: Two (2) Male 4-pin connectors for siren; Five (5) Female 4-pin connectors for lighting/siren/speaker; One (1) 4-pin IP connector for speakers; One (1) 4-pin IP connector for siren controller connectivity; One (1) 8-pin sealed connector; One (1) 14-pin IP connector <i>DUVALFORD; Wire Connector Kit – Front For connectivity to Ford Police Package solutions includes: One (1) Male 4-pin connector for siren, Five (5) Female 4-pin connectors for lighting/siren/speaker, One (1) 4-pin IP connector for speakers, One (1) 4-pin IP connector for siren controller connectivity – One (1) 6-pin sealed connector, One (1) 8-pin sealed connector, One (1) 14-pin IP connector</i> <sup>1</sup>	\$109.00 <sup>1</sup>
62B <sup>1</sup>	Police Wire Harness Connector Kit (Rear) – For connectivity to Ford PI Package solutions includes: One (1) 2-pin connector for rear lighting; One (1) 2-pin connector for trunk circulation fan; Six (6) Female 4-pin connectors; Six (6) Male 4 pin connectors; One (1) 10-pin connector <i>DUVALFORD; Wire Connector Kit – Rear For connectivity to Ford Police Package solutions includes: One (1) 2-pin connector for rear lighting, One (1) 2-pin connector for trunk circulation fan, Six (6) Female 4-pin connectors, Six (6) Male 4 pin connectors, One (1) 10-pin connector</i> <sup>1</sup>	\$134.00 <sup>1</sup>
	Auxiliary equipment tray <i>DUVALFORD; Universal Top Tray – Center of I/P for mounting aftermarket equipment</i> <sup>1</sup>	Std <sup>1</sup>
67D <sup>1</sup>	Courtesy light disabled <i>DUVALFORD; Dark Car Feature (Courtesy lamps disabled when any door is opened). Note: Not available with Daytime Running Lights (942)</i> <sup>1</sup>	\$25.00 <sup>1</sup>
47G <sup>1</sup>	Rear door locks & handles inoperative <i>DUVALFORD; Rear-Door Handles Locks Inoperable. Windows operable from driver's door switches only. Included in 20D</i> <sup>1</sup>	\$74.00 <sup>1</sup>
90C <sup>1</sup>	Rear windows inoperative <i>DUVALFORD; Rear-window power delete, operable from front driver side switches</i> <sup>1</sup>	\$30.00 <sup>1</sup>
TINT <sup>1</sup>	Legal deep tinted film, lifetime warranty, dealer installed <i>DUVALFORD; INCLUDES FRONT STRIP</i> <sup>1</sup>	\$326.00 <sup>1</sup>
	Keyed alike <i>DUVALFORD;</i> <sup>1</sup>	NA <sup>1</sup>
	Hidden door lock plunger <i>DUVALFORD;</i> <sup>1</sup>	NA <sup>1</sup>
76R <sup>1</sup>	Reverse sensors <i>DUVALFORD; Dealer installed reverse sensors</i> <sup>1</sup>	\$494.00 <sup>1</sup>
VV <sup>1</sup>	Vent visors - stick-on style <i>DUVALFORD;</i> <sup>1</sup>	\$160.00 <sup>1</sup>
RS <sup>1</sup>	Rainshields - flange style <i>DUVALFORD;</i> <sup>1</sup>	\$160.00 <sup>1</sup>
DB <sup>1</sup>	Door blank & rear window barriers, requires plungers (Setina, Pro-Gard, Cruisers or approved equivalent) <i>DUVALFORD; PENDING 2019 FINAL ENGINEERING CERTIFICATION. CALL DEALER FOR CUSTOM QUOTE PER PRODUCT AVAILABILITY.</i> <sup>1</sup>	\$445.00 <sup>1</sup>
	Locking gas cap <i>DUVALFORD;</i> <sup>1</sup>	NA <sup>1</sup>
2TONE <sup>1</sup>	Two-tone paint (dealer installed) <i>DUVALFORD; Option for doors only to be white. For roof add \$175 Send pictures of your current paint scheme.</i> <sup>1</sup>	\$1,000.00 <sup>1</sup>
	Full wheel covers <i>DUVALFORD;</i> <sup>1</sup>	NA <sup>1</sup>

<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$26,815.00	\$26,815.00	\$26,815.00	\$26,815.00

	Aluminum Wheels <i>DUVALFORD;</i> <sup>1</sup>	NA <sup>1</sup>
	LED Spotlight - Factory installed <i>DUVALFORD;</i> <sup>1</sup>	Incl. <sup>1</sup>
53D.85K <sup>1</sup>	Two-Tone Vinyl Package #1 (roof vinyl; RH/LH front doors vinyl;RH/LH rear doors vinyl - not available with the following vinylpackages: #2(142); #3(143); (144) <i>DUVALFORD;</i> <sup>1</sup>	\$1,023.00 <sup>1</sup>
	Two-Tone Vinyl Package #2 (roof vinyl, hood vinyl, decklid vinyl -not available with the following vinyl packages: #1(141); #3(143);(144) <i>DUVALFORD;</i> <sup>1</sup>	NA <sup>1</sup>
53D.85L <sup>1</sup>	Two-Tone Vinyl Package #3 (roof vinyl; RH/LH front doors onlyvinyl - not available with the following vinyl packages: #1(141);#2(142); (144) <i>DUVALFORD;</i> <sup>1</sup>	\$728.00 <sup>1</sup>
43B <sup>1</sup>	Trunk storage vault <i>DUVALFORD; Includes lockable door. Included in 20D</i> <sup>1</sup>	\$124.00 <sup>1</sup>
60B <sup>1</sup>	100 watt siren/speaker <i>DUVALFORD; 100 Watt siren / speaker (includes bracket and pigtail). Included in 20D.</i> <sup>1</sup>	\$294.00 <sup>1</sup>
DECALS <sup>1</sup>	Optional equipment - specify <i>DUVALFORD; Base sheriff decal package. Call for details or custom options.</i> <sup>1</sup>	\$350.00 <sup>1</sup>
59G <sup>1</sup>	Optional equipment - specify <i>DUVALFORD; Side Marker LED – Sideview Mirrors includes Driver side – Red / Passenger side – Blue, Located on backside of exterior mirror housing. LED lights only. Wiring, controller “not” included. Note: Wiring and controller “not” included, recommend Ready for the Road Package (20D) or Ultimate Wiring Package (20E)</i> <sup>1</sup>	\$284.00 <sup>1</sup>
RR <sup>1</sup>	Optional equipment - specify <i>DUVALFORD; Ruby Red Metallic Tinted Clearcoat</i> <sup>1</sup>	\$394.00 <sup>1</sup>
3K <sup>1</sup>	Optional equipment - specify <i>DUVALFORD; 1 additional programmed key</i> <sup>1</sup>	\$350.00 <sup>1</sup>
N2 <sup>1</sup>	Optional equipment - specify <i>DUVALFORD; Replacing the air in your tires, and properly maintaining them with NitroFill can increase your tire life by as much as 50%, increase your fuel economy as much as 10% and decrease your chances of experiencing a tire failure by as much as 75% (source: nitrofill.com)</i> <sup>1</sup>	\$225.00 <sup>1</sup>
	Optional equipment - specify <i>DUVALFORD;</i> <sup>1</sup>	NA <sup>1</sup>
	Optional equipment - specify <i>DUVALFORD;</i> <sup>1</sup>	NA <sup>1</sup>
	Optional equipment - specify <i>DUVALFORD;</i> <sup>1</sup>	NA <sup>1</sup>
	Setina PB100A12 – 12" Aluminum Push Bumper	NA
	Setina PB100A16 – 16" Aluminum Push Bumper	NA
	Setina PB300 Push Bumper	NA
	Go Rhino 5000 Series Push Bumpers	NA
	Rear Transport Seat – Laguna System 3P	NA
	Rear Transport Seat – Pro Gard 6000 Series	NA



<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$26,815.00	\$26,815.00	\$26,815.00	\$26,815.00
	Optional Equipment - please specify			NA
	Optional Equipment - please specify			NA
	Optional Equipment - please specify			NA
	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed			NA
	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed			NA
	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed			NA
	Optional Equipment, specify			NA
	Optional Equipment, specify			NA
	Optional Equipment, specify			NA
TEMP <sup>1</sup>	Temporary tag <i>DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration &amp; Plate per option description allowed by section 3.23 Terms and Conditions</i> <sup>1</sup>			\$108.00 <sup>1</sup>
TX <sup>1</sup>	Transfer existing registration (must provide tag number) <i>DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration &amp; Plate per option description allowed by section 3.23 Terms and Conditions. [ALT D] Per terms and conditions section 3.22 INSPECTION AND ACCEPTANCE: an Alternative Delivery Destination charge per vehicle of \$487 will be applied to all purchase orders where inspection and acceptance occurs away from the end user's registered address within the state of Florida. For destinations where inspection and acceptance are located outside the Sunshine State contact dealer. This cost derivation is founded using computationally intensive statistical analysis utilizing data inputs such as cost of capital, interest carry on bad debt, delivery variance with outside location, tertiary damage, and fluctuating fuel costs.</i> <sup>1</sup>			\$185.00 <sup>1</sup>
TAG <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.) <i>DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration &amp; Plate per option description allowed by section 3.23 Terms and Conditions</i> <sup>1</sup>			\$230.00 <sup>1</sup>
MPP575R <sup>1</sup>	Maintenance Plan - specify <i>"DUVALFORD: 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. SURCHARGE: \$300 Emergency (fire, ambulance, police pursuit units – except Ford Police Interceptor)"</i> <sup>1</sup>			\$2,160.00 <sup>1</sup>
MPP675R <sup>1</sup>	Maintenance Plan - specify <i>"DUVALFORD: 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. SURCHARGE: \$300 Emergency (fire, ambulance, police pursuit units – except Ford Police Interceptor)"</i> <sup>1</sup>			\$2,205.00 <sup>1</sup>
MPP610R <sup>1</sup>	Maintenance Plan - specify <i>"DUVALFORD: 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. SURCHARGE: \$500 Emergency (fire, ambulance, police pursuit units – except Ford Police Interceptor)"</i> <sup>1</sup>			\$2,900.00 <sup>1</sup>
CB575R <sup>1</sup>	Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2735. Complete pricing schedule available upon request. Includes Police Pursuit surcharge. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide</i> <sup>1</sup>			\$2,210.00 <sup>1</sup>
CE575R <sup>1</sup>	Warranty - specify <i>DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$3115. Includes Police Pursuit surcharge. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide</i> <sup>1</sup>			\$2,400.00 <sup>1</sup>

<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$26,815.00	\$26,815.00	\$26,815.00	\$26,815.00
CP575R <sup>1</sup>	Warranty - specify DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3900. Includes Police Pursuit surcharge. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide <sup>1</sup>			\$3,040.00 <sup>1</sup>



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **FORD POLICE RESPONDER HYBRID SEDAN - FWD SPECIFICATION #4**

#### **2019 Ford Responder Hybrid Sedan FWD (P0A)**

#### **(Alternate Dealer Option)**

The Ford Responder Hybrid Sedan FWD (P0A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$27,146.00	\$26,996.00	\$26,852.00	\$26,992.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A) (ALTERNATE DEALERS)			
<b>DEALER:</b>	Garber Ford Inc	Garber Ford Inc	Prestige Ford	Prestige Ford
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$27,146.00	\$26,996.00	\$26,852.00	\$26,992.00

<b>Order Code Delete Options</b>		<b>Western &amp; Northern</b>	<b>Central &amp; Southern</b>
D63E <sup>1</sup> DSL <sup>2</sup>	Driver's Side Spotlight	(\$150.00) <sup>1</sup>	\$100.00 <sup>2</sup>
D153 <sup>2</sup>	Front License Bracket	NC	NC <sup>2</sup>

<b>Order Code Add Options</b>		<b>Western &amp; Northern</b>	<b>Central &amp; Southern</b>
DLR <sup>2</sup>	Priority start/battery saver	NA	\$495.00 <sup>2</sup>
PS <sup>1</sup> DLR <sup>2</sup>	Factory remote engine start	\$245.00 <sup>1</sup>	\$795.00 <sup>2</sup>
91E <sup>1</sup> 91E <sup>2</sup>	Ballistic door panels - driver front door	\$894.00 <sup>1</sup>	\$894.00 <sup>2</sup>
91J <sup>1</sup> 91J <sup>2</sup>	Ballistic door panels - driver and passenger front doors	\$1,789.00 <sup>1</sup>	\$1,789.00 <sup>2</sup>
DLR <sup>2</sup>	Electronics tray (w/o fan)	NA	\$695.00 <sup>2</sup>
96H <sup>1</sup> 96H <sup>2</sup>	Trunk circulation fan (mounted on package tray)	\$114.00 <sup>1</sup>	\$114.00 <sup>2</sup>
68E <sup>1</sup> 68E <sup>2</sup>	Noise suppression bonds	\$94.00 <sup>1</sup>	\$94.00 <sup>2</sup>
	Right-hand pillar mounted 6" spotlight with ear halogen bulb, factory installed	NA	NA
HIR <sup>1</sup>	Hole in roof* (drilled on centerline of roof panel approx. 29" rearward of windshield opening)	\$246.00 <sup>1</sup>	NA
HIR2 <sup>1</sup>	Hole in roof* (drilled on passenger side of roof panel approx. 29" rearward of windshield opening & approx. 6" inboard from passenger side door)	\$246.00 <sup>1</sup>	NA
WSPKR <sup>1</sup>	Wiring - grille lamps & speaker	\$150.00 <sup>1</sup>	NA
WSPKR <sup>1</sup>	Wiring - auxiliary speaker	\$150.00 <sup>1</sup>	NA
WCOAX <sup>1</sup>	Wiring - coaxial radio antenna	\$180.00 <sup>1</sup>	NA
WHORN <sup>1</sup>	Wiring - horn/siren circuit	\$225.00 <sup>1</sup>	NA
WIGN <sup>1</sup>	Wiring - ignition and main power supply	\$225.00 <sup>1</sup>	NA
TRMCO <sup>1</sup> DLR <sup>2</sup>	Tremco anti-theft - foot activated, dealer installed	\$225.00 <sup>1</sup>	\$395.00 <sup>2</sup>
SFST <sup>1</sup> DLR <sup>2</sup>	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less	\$225.00 <sup>1</sup>	\$395.00 <sup>2</sup>
RW <sup>1</sup>	Wiring - roof wires	\$225.00 <sup>1</sup>	NA
RML <sup>1</sup> DLR <sup>2</sup>	Rechargeable mag light	\$155.00 <sup>1</sup>	\$395.00 <sup>2</sup>
	Ready Buckle Prisoner Restraint Seat Belt System	NA	NA
	Carpet floor covering, front & rear	NA	NA

<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A) (ALTERNATE DEALERS)			
<b>DEALER:</b>	Garber Ford Inc	Garber Ford Inc	Prestige Ford	Prestige Ford
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$27,146.00	\$26,996.00	\$26,852.00	\$26,992.00
88A <sup>1</sup> 88A <sup>2</sup>	2nd row cloth seats <i>Seats - Rear Cloth 60/40 Split</i> <sup>1</sup>		\$59.00 <sup>1</sup>	\$59.00 <sup>2</sup>
51B <sup>1</sup> 51B <sup>2</sup>	Rear console plate		\$39.00 <sup>1</sup>	\$39.00 <sup>2</sup>
DLR <sup>2</sup>	Perimeter anti-theft alarm <i>SecuriLock®PassiveAnti-TheftSystem</i> <sup>1</sup>		Std <sup>1</sup>	\$595.00 <sup>2</sup>
CONS <sup>1</sup> DLR <sup>2</sup>	Full floor console with unique police finish panels, Dealer installed - please specify <i>Short console box, cup holder, armrest, Mongoose motion attachment. Add \$235 for universal laptop tray.</i> <sup>1</sup>		\$865.00 <sup>1</sup>	\$695.00 <sup>2</sup>
18G <sup>1</sup> 18G <sup>2</sup>	Front Headlamp / Police Interceptor Housing Only – Pre-drilled holefor side marker police use, does not include LED installed lights(eliminates need to drill housing assemblies); Pre-molded sidewarning LED holes with standard twist lock sealed capability (doesnot include LED installed lights) (Note: Not available with options661 and 856)		\$119.00 <sup>1</sup>	\$119.00 <sup>2</sup>
14A <sup>1</sup> 14A <sup>2</sup>	Front Headlamp Lighting Solution – Base projector beam headlampplus two (2) multi-function Park/Turn/Warn (PTW) bulbs forWigwag simulation, and two (2) white hemispheric lighththead LEDside warning lights. Wiring, LED lights included. Controller "not"included (Note: Included with option 856; Requires Pre-Wiring forgrille LED lights, siren and speaker - 51G)		\$894.00 <sup>1</sup>	\$894.00 <sup>2</sup>
52D <sup>1</sup> 52D <sup>2</sup>	Tail Lamp Lighting Solution – Includes base LED lights, plus two(2) rear integrated hemispheric red lighththead LED side warninglights in taillamps; LED lights only. Wiring, controller "not"included (Note: Included with option 856)		\$429.00 <sup>1</sup>	\$429.00 <sup>2</sup>
51C <sup>1</sup> 51C <sup>2</sup>	Rear Lighting Solution – Includes two (2) backlit flashing linearhigh-intensity LED lights (driver side red / passenger side blue)mounted inside back window; surrounds brake stop light); Includestwo (2) linear high-intensity LED lights (driver side red / passengerside blue) mounted on inside trunk decklid (lights activate whendecklid is open); LED lights only. Wiring, controller "not" included(Note: Included with option 856)		\$484.00 <sup>1</sup>	\$484.00 <sup>2</sup>
855 <sup>1</sup> 855 <sup>2</sup>	Light Controller Package – Includes content from the followingPolice Interceptor Packages: #4 (854) plus: Whelen Light ControllerHead (PCC8R); Whelen PCC8R Light Relay Center (electronics traymounted); Light Controller / Relay Center Wiring (jumper harness);Whelen Specific Cable (console to trunk) connects PCC8R toControl Head. Does "not" include LED lights; Recommend PoliceWire Harness Connector Kits 77E and 51J (Note: Not available withoptions 854, 856, 857)		NA <sup>1</sup>	NA <sup>2</sup>
20D <sup>1</sup> 20D <sup>2</sup>	Ready for the Road Package – Includes Police Interceptor Packages:#661, #662, #663, #854 plus: Whelen Cencom Light ControllerHead with dimmable backlight; Whelen Cencom Relay Center / Siren/ Amp w/Traffic Advisor (mounted on Electronics Tray); LightController / Relay Cencom Wiring (wiring harness) w/additionalinput/output pigtailed; High current pigtail; Whelen Specific WECANCable (console to trunk) connects Cencom to Control Head; Grille linear LED Lights (Red / Blue); 100-Watt Siren / Sp		\$3,594.00 <sup>1</sup>	\$3,594.00 <sup>2</sup>
20E <sup>1</sup> 20E <sup>2</sup>	Ultimate Wiring Package – Includes the following: Rear consolemounting plate (97D); I/P to trunk overlay harness; Two (2) lightcables – supports up to 6 LED lights (engine compartment); TrunkPower Distribution box (PDB); Two (2) 50-amp battery and groundcircuits in-trunk; One (1) 10-amp siren/speaker circuit engine totruck; Rear backlight/decklid/trunk wiring – supports up to six (6)rear LED lights; Grille LED lights, Siren and Speaker Wiring (51G);Light Controller / Relay Cencom Wiring		\$559.00 <sup>1</sup>	\$559.00 <sup>2</sup>

<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A) (ALTERNATE DEALERS)			
<b>DEALER:</b>	Garber Ford Inc	Garber Ford Inc	Prestige Ford	Prestige Ford
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$27,146.00	\$26,996.00	\$26,852.00	\$26,992.00
54E <sup>1</sup> 54E <sup>2</sup>	Police Wire Harness Connector Kit (Front) – For connectivity to Ford PI Package solutions includes: Two (2) Male 4-pin connectors for siren; Five (5) Female 4-pin connectors for lighting/siren/speaker; One (1) 4-pin IP connector for speakers; One (1) 4-pin IP connector for siren controller connectivity; One (1) 8-pin sealed connector; One (1) 14-pin IP connector		\$109.00 <sup>1</sup>	\$109.00 <sup>2</sup>
62B <sup>1</sup> 632B <sup>2</sup>	Police Wire Harness Connector Kit (Rear) – For connectivity to Ford PI Package solutions includes: One (1) 2-pin connector for rear lighting; One (1) 2-pin connector for trunk circulation fan; Six (6) Female 4-pin connectors; Six (6) Male 4 pin connectors; One (1) 10-pin connector		\$134.00 <sup>1</sup>	\$134.00 <sup>2</sup>
DLR <sup>2</sup>	Auxiliary equipment tray <i>Universal Top Tray – Center of 1/P for mounting aftermarket equipment<sup>1</sup></i>		Incl. <sup>1</sup>	\$695.00 <sup>2</sup>
67D <sup>1</sup> 67D <sup>2</sup>	Courtesy light disabled		\$24.00 <sup>1</sup>	\$24.00 <sup>2</sup>
47G <sup>1</sup> 47G <sup>2</sup>	Rear door locks & handles inoperative		\$74.00 <sup>1</sup>	\$74.00 <sup>2</sup>
90C <sup>1</sup> 90C <sup>2</sup>	Rear windows inoperative <i>Rear Window Power Delete, Operable From Front Driver Side Switches.<sup>1</sup></i>		\$29.00 <sup>1</sup>	\$29.00 <sup>2</sup>
TNT <sup>1</sup> DLR <sup>2</sup>	Legal deep tinted film, lifetime warranty, dealer installed		\$225.00 <sup>1</sup>	\$395.00 <sup>2</sup>
	Keyed alike		NA	NA
	Hidden door lock plunger		NA	NA
43P <sup>1</sup> 43P <sup>2</sup>	Reverse sensors		\$295.00 <sup>1</sup>	\$294.00 <sup>2</sup>
VVS <sup>1</sup> DLR <sup>2</sup>	Vent visors - stick-on style		\$125.00 <sup>1</sup>	\$250.00 <sup>2</sup>
VVF <sup>1</sup> DLR <sup>2</sup>	Rainshields - flange style		\$125.00 <sup>1</sup>	\$250.00 <sup>2</sup>
DBB <sup>1</sup> DLR <sup>2</sup>	Door blank & rear window barriers, requires plungers (Setina, Pro-Gard, Cruisers or approved equivalent)		\$486.00 <sup>1</sup>	\$395.00 <sup>2</sup>
	Locking gas cap		NA	NA
DLR <sup>2</sup>	Two-tone paint (dealer installed) <i>FOR FOUR DOORS ONLY, FOR ROOF ADD \$400<sup>1</sup></i>		\$896.00 <sup>1</sup>	\$1,695.00 <sup>2</sup>
	Full wheel covers		NA	NA
64P <sup>1</sup>	Aluminum Wheels <i>17" Alloy Wheel<sup>1</sup></i>		\$394.00 <sup>1</sup>	NA
63E <sup>1</sup>	LED Spotlight - Factory installed		\$349.00 <sup>1</sup>	Std
	Two-Tone Vinyl Package #1 (roof vinyl; RH/LH front doors vinyl; RH/LH rear doors vinyl - not available with the following vinyl packages: #2(142); #3(143); (144) <i>85K: Vinyl Wrap - Front and Rear Doors=\$589<sup>1</sup></i>		NA <sup>1</sup>	NA
	Two-Tone Vinyl Package #2 (roof vinyl, hood vinyl, decklid vinyl -not available with the following vinyl packages: #1(141); #3(143);(144) <i>85L: Vinyl Wrap - Front Doors Only=\$294<sup>1</sup></i>		NA <sup>1</sup>	NA

<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A) (ALTERNATE DEALERS)			
<b>DEALER:</b>	Garber Ford Inc	Garber Ford Inc	Prestige Ford	Prestige Ford
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$27,146.00	\$26,996.00	\$26,852.00	\$26,992.00

	Two-Tone Vinyl Package #3 (roof vinyl; RH/LH front doors only vinyl - not available with the following vinyl packages: #1(141);#2(142); (144) <i>53D: Vinyl Wrap - Roof Only</i> <sup>1</sup>	\$434.00 <sup>1</sup>	NA
96H <sup>1</sup> 43B <sup>2</sup>	Trunk storage vault	\$124.00 <sup>1</sup>	\$124.00 <sup>2</sup>
60B <sup>1</sup> 60B <sup>2</sup>	100 watt siren/speaker	\$294.00 <sup>1</sup>	\$294.00 <sup>2</sup>
3K <sup>2</sup>	Optional equipment - specify <i>3RD KEY PROGRAMED</i> <sup>2</sup>	NA	\$350.00 <sup>2</sup>
	Optional equipment - specify	NA	NA
	Optional equipment - specify	NA	NA
	Optional equipment - specify	NA	NA
	Optional equipment - specify	NA	NA
	Optional equipment - specify	NA	NA
	Optional equipment - specify	NA	NA
DLR <sup>2</sup>	Setina PB100A12 – 12" Aluminum Push Bumper	NA	\$895.00 <sup>2</sup>
DLR <sup>2</sup>	Setina PB100A16 – 16" Aluminum Push Bumper	NA	\$895.00 <sup>2</sup>
DLR <sup>2</sup>	Setina PB300 Push Bumper	NA	\$895.00 <sup>2</sup>
DLR <sup>2</sup>	Go Rhino 5000 Series Push Bumpers	NA	\$895.00 <sup>2</sup>
	Rear Transport Seat – Laguna System 3P	NA	NA
DLR <sup>2</sup>	Rear Transport Seat – Pro Gard 6000 Series	NA	\$695.00 <sup>2</sup>
	Optional Equipment - please specify	NA	NA
	Optional Equipment - please specify	NA	NA
	Optional Equipment - please specify	NA	NA
DLR <sup>2</sup>	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed	NA	\$798.00 <sup>2</sup>
DLR <sup>2</sup>	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed	NA	\$795.00 <sup>2</sup>
DLR <sup>2</sup>	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed	NA	\$795.00 <sup>2</sup>
DLR <sup>2</sup>	Optional Equipment, specify	NA	\$295.00 <sup>2</sup>
	Optional Equipment, specify	NA	NA
	Optional Equipment, specify	NA	NA
DLR <sup>2</sup>	Temporary tag <i>Add \$25 if Overnight Shipping Required</i> <sup>1</sup>	NA <sup>1</sup>	\$15.00 <sup>2</sup>
DLR <sup>2</sup>	Transfer existing registration (must provide tag number) <i>Add \$25 if Overnight Shipping Required</i> <sup>1</sup>	NA <sup>1</sup>	\$100.00 <sup>2</sup>



<b>VEHICLE:</b>	Responder Hybrid Sedan FWD (P0A) (ALTERNATE DEALERS)			
<b>DEALER:</b>	Garber Ford Inc	Garber Ford Inc	Prestige Ford	Prestige Ford
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$27,146.00	\$26,996.00	\$26,852.00	\$26,992.00

DLR <sup>2</sup>	New state tag (specify state, county, city, sheriff, etc.) <i>Add \$25 if Overnight Shipping Required <sup>1</sup></i>	NA <sup>1</sup>	\$265.00 <sup>2</sup>
5YRMP <sup>1</sup>	Maintenance Plan - specify <i>5YR/100K MILE MAINTENANCE PLAN INCLUDING 20 VISITS AT 5000 MILE INTERVALS FOR GAS OR HYBRID ENGINES. MULTIPLE MAINTENANCE PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER<sup>1</sup></i>	\$2,365.00 <sup>1</sup>	NA
	Maintenance Plan - specify <i>MULTIPLE MAINTENANCE PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER <sup>1</sup></i>	NA <sup>1</sup>	NA
	Maintenance Plan - specify <i>MULTIPLE MAINTENANCE PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER <sup>1</sup></i>	NA <sup>1</sup>	NA
5YR <sup>1</sup> FP <sup>2</sup>	Warranty - specify <i>5YR/100K MILES FORD ESP PREMIUM CARE WARRANTY W/\$0 DEDUCTIBLE. MULTIPLE WARRANTY PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER <sup>1</sup></i> <i>5/75 FORD PROTECTS BASE <sup>2</sup></i>	\$3,025.00 <sup>1</sup>	\$1,480.00 <sup>2</sup>
6YR <sup>1</sup> FP <sup>2</sup>	Warranty - specify <i>6YR/100K MILES FORD ESP PREMIUM CARE WARRANTY W/\$0 DEDUCTIBLE. MULTIPLE WARRANTY PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER <sup>1</sup></i> <i>5/75 FORD PROTECTS EXTRA <sup>2</sup></i>	\$3,300.00 <sup>1</sup>	\$1,670.00 <sup>2</sup>
7YR <sup>1</sup> FP <sup>2</sup>	Warranty - specify <i>7YR/100K MILES FORD ESP PREMIUM CARE WARRANTY W/\$0 DEDUCTIBLE. MULTIPLE WARRANTY PLANS AVAILABLE THAT VARY WITH ENGINE SELECTION. ASK DEALER <sup>1</sup></i> <i>5/75 FORD PROTECTS PREM <sup>2</sup></i>	\$3,430.00 <sup>1</sup>	\$2,295.00 <sup>2</sup>



# MEMORANDUM

ITEM NO. 5D

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** June 11, 2019

**Subject:** FY2018-2019 Budget Amendment Resolution No. 1

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

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY2018-2019 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

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

Staff has reviewed FY2018-2019 actual revenues and expenditures. The recommended change to the FY2018-2019 annual budget is as follows:

## **CAPITAL PROJECTS FUND (Attachment A)**

The Capital Projects Fund is being amended to:

- (1) replenish funds for the Town Hall parking lot security fence that were allocated to fund the Card Reader Access Control System (\$12,500), Resolution No. 2018-2487, and the additional scope of work for that system (\$16,650) approved at the March 12, 2019 Town Commission Meeting;
- (2) appropriate funds for the Town Commission chambers audio visual upgrade (\$27,000);
- (3) transfer back to the Municipal Transportation Fund the FY2018 fund appropriated for the Harding Avenue Downtown Street Lighting project (\$100,000).

Reviewed by

Prepared by

**MUNICIPAL TRANSPORTATION FUND (Attachment A)**

The Municipal Transportation Fund is being amended to:

- (1) re-appropriate funds for the shuttle bus research and assessment MOU with Florida International University (FIU) Resolution No. 17-2477 (\$38,967);
- (2) increase reserves for a transfer in from the Capital Projects Fund for FY2018 funds appropriated to the Harding Avenue Downtown Street Lighting project (\$100,000).

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, APPROVING THE  
BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR  
2018-2019 BUDGET; PROVIDING FOR  
IMPLEMENTATION; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, on September 26, 2018, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2018-2538 approving the budget for Fiscal Year 2018-2019 and establishing revenues and appropriations for the Town; and

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

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

**WHEREAS**, the Town Commission desires to amend the Fiscal Year 2018-2019 budget by amending the Capital Projects Fund, Tourist Resort Fund, and Municipal Parking Fund all as set forth in Attachment “A” attached hereto; and

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

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

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

**Section 2. Approving Amended Budget.** That the Town Commission approves the 2018-2019 fiscal year budget amendments provided for in Attachment “A” attached hereto.

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

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

**PASSED AND ADOPTED** on this 11<sup>th</sup> day of June, 2019.

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:

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

Fiscal Year 2018/2019  
 Budget Amendment No. 1  
 Fund Nos. 301 Capital Projects Fund  
 107 Municipal Transportation Fund

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
<b>CAPITAL PROJECTS FUND</b>						
<b>REVENUES</b>						
301-590-392-00-00	Reappropriated Fund Balance	Use of reserves for additional needs		\$156,150		\$156,150
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND REVENUES</b>			<b>\$156,150</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
301-4400-539-63-10	Improvements Other Than Buildings	Replenish funds for Town Hall parking lot security fence that were allocated to fund Card Reader Access Control System Reso 2018-2487 TCM 02/13/2018 budgeted in FY 2018	\$70,850	\$12,500		\$83,350
301-4400-539-63-10	Improvements Other Than Buildings	Replenish funds for Town Hall parking lot security fence that were allocated to fund Additional scope of work for Card Reader Access Control System TCM 03/12/2019	\$83,350	\$16,650		\$100,000
301-4400-539-64-10	Machinery & Equipment	Town Commission chambers audio visual upgrade Item 5C, TCM 03/12/2019	\$0	\$27,000		\$27,000
301-4400-581-9TBD	Interfund Transfers to Municipal Transportation Fund	Transfer to return funds appropriated in FY2018 for Harding Avenue Downtown Street Lighting FY2018 to Municipal Transportation Fund	\$0	\$100,000		\$100,000
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND EXPENDITURES</b>			<b>\$156,150</b>	<b>\$0</b>	
<b>SPECIAL REVENUE FUNDS:</b>						
<b>MUNICIPAL TRANSPORTATION FUND</b>						
<b>REVENUES</b>						
107-549-392-00-00	Appropriated Fund Balance	Appropriate fund balance for additional needs	\$0	\$12,991		\$12,991
107-549-369-TBD	Intelocal reimbursements	Bal Harbour and Bay Harbor Islands cost share	\$0	\$25,976		\$25,976
107-549-381-TBD	Interfund Transfer In	Transfer from Capital Projects Fund from Harding Ave lighting project	\$0	\$100,000		\$100,000
<b>TOTAL</b>	<b>MUNICIPAL TRANSPORTATION FUND REVENUES</b>			<b>\$138,967</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
107-8500-549-3110	Professional Fees	Reappropriate funds for shuttle bus research and assessment MOU with FIU Resolution No. 17-2477	\$12,000	\$38,967		\$50,967
107-8500-581-9310	Contingency/Reserves	Increase to reserves from interfund transfer in from Capital Projects Fund	\$0	\$100,000		\$100,000
<b>TOTAL</b>	<b>MUNICIPAL TRANSPORTATION FUND EXPENDITURES</b>			<b>\$138,967</b>	<b>\$0</b>	



**Town of Surfside  
Town Commission Meeting  
June 11, 2019  
7:00pm**

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

**RESOLUTION COVER MEMORANDUM**

**Agenda #:** 5E  
**Date:** June 4, 2019  
**From:** Daniel Dietch, Mayor  
**Subject:** Resilient305 Pledge

---

**Objective:** To approve the attached pledging our commitment to and support of the Resilient305 Strategy Resolution.

**Consideration:** Surfside is committed to identifying, prioritizing and implementing adaptation, mitigation and resiliency efforts and collaborating with neighboring municipalities, non-profit corporations and institutions throughout Miami-Dade County and beyond to implement an integrated strategy to address environmental, social and economic shocks and stresses that affect our ability to live, work and prosper as a region. This is evidenced by our work with the South Florida Regional Climate Compact, Compact of Mayors, American Flood Coalition, Youth Environmental Alliance, The CLEO Institute; and many others.

Surfside was engaged as part of developing Resilient305, a regional strategy for Greater Miami and the Beaches, developed collaboratively by Miami-Dade County, the City of Miami and the City of Miami Beach, with the support of the Rockefeller Foundation's 100 Resilient Cities and The Miami Foundation. Priority focus areas for Surfside were recommended as part of Resilient305, which are reflected in the attached resolution. Through approval of this resolution, we are setting a strategic focus for a more collaborative and resilient Surfside by supporting Resilient305 and committing to specific near-term action items.

**Recommendation:** To approve the attached Resilient305 Strategy Resolution.

attachments



**RESOLUTION NO. 2019- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA IN SUPPORT OF  
RESILIENT305 STRATEGY AND PARTICIPATION AND  
COLLABORATION ON IMPLEMENTATION OF LOCAL  
AND REGIONAL RESILIENCE STRATEGIES;  
APPROVING THE MAYOR’S PLEDGE; PROVIDING FOR  
AUTHORIZATION AND IMPLEMENTATION; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) is committed to resiliency efforts and collaborating with neighboring municipalities, non-profit corporations and institutions throughout Miami-Dade County to implement an integrated strategy to address environmental, social and economic shocks and stresses that affect our ability to live, work and prosper as a region; and

**WHEREAS**, Resilient305 is a regional strategy for Greater Miami and the Beaches, developed collaboratively by Miami-Dade County, the City of Miami and the City of Miami Beach, with the support of the Rockefeller Foundation’s 100 Resilient Cities and The Miami Foundation, that will focus on the environmental, social and economic shocks and stresses that affect our ability to live, work and prosper as a region, in order to build the Resilient 305 Resilience Strategy; and

**WHEREAS**, building resilience is the capacity of individuals, communities, institutions, businesses and systems within a city to survive, adapt and grow despite chronic stresses and acute shocks experienced, and requires the widest possible participation and cooperation by municipalities in order to implement a regional response; and

**WHEREAS**, the Town wishes to continue its resiliency leadership efforts and pledge to join, collaborate and support the implementation of Resilient305, including the opportunities identified in the Surfside-specific Resilient305 Element attached hereto as Exhibit “A” and the action items listed in the Mayor’s Pledge attached hereto as Exhibit “B”; and

**WHEREAS**, the Town Commission finds that support of and participation and collaboration in the implementation of the Resilient305 Strategy is in the best interest and welfare of the Town and its residents.

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

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

**Section 2. Support of Resilience 305 Strategy; Participation and Collaboration on Implementation; Town Mayor Authorized.** The Town Commission hereby supports the Resilience305 Strategy and approves and authorizes the participation and collaboration on the implementation of the Strategy, including, but not limited to, the opportunities identified in the Surfside-specific Resilient305 Element attached hereto as Exhibit “A” and the action items listed on the Mayor’s Pledge attached hereto as Exhibit “B.” The Town Mayor is further authorized to execute the Mayor’s Pledge attached hereto as Exhibit “B”, and any other agreements or documentation, and take all action necessary to collaborate in the implementation of the Resilient305 Strategy on behalf of the Town of Surfside.

**Section 3. Authorization and Implementation.** The Town Manager is also authorized to take all action necessary to implement the purposes of this Resolution, and the goals and objectives of the Resilient305 Strategy on behalf of the Town of Surfside.

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

**PASSED AND ADOPTED** this 11th day of June, 2019.

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



# Surfside



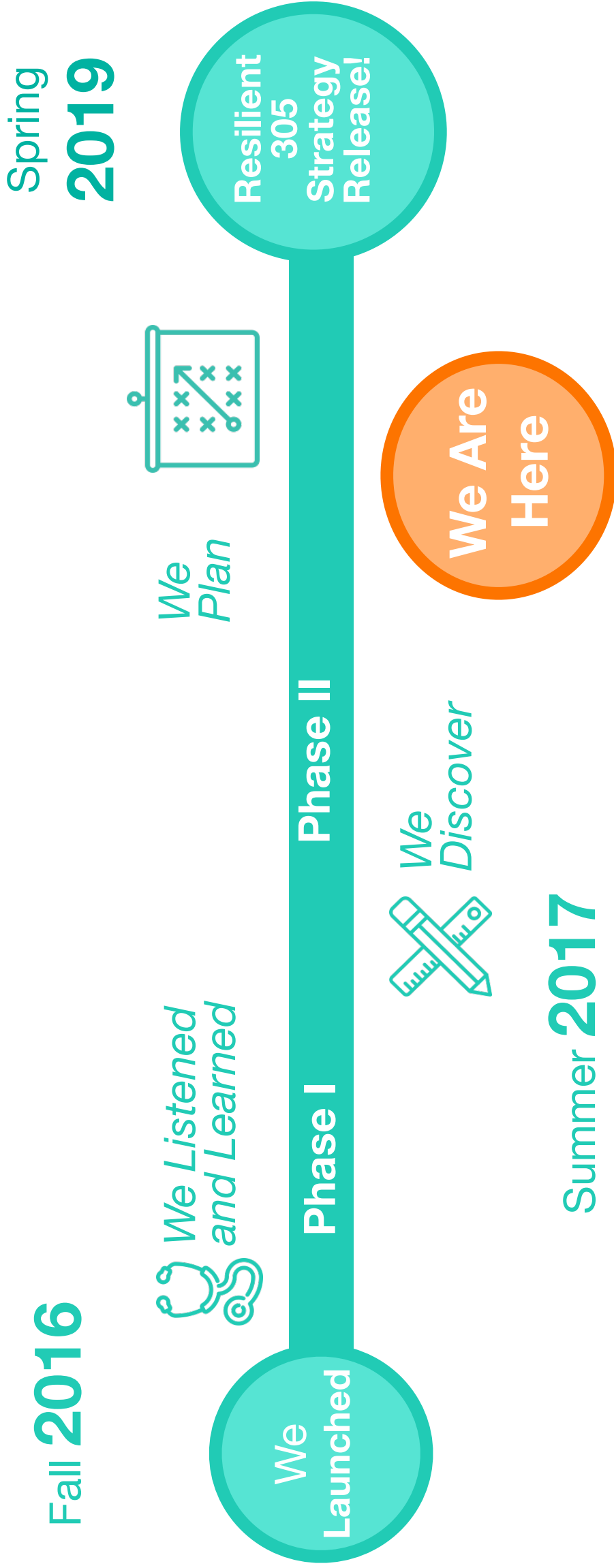
# URBAN RESILIENCE

100RC defines urban resilience as “the capacity of individuals, communities, institutions, businesses, and systems within a city to survive, adapt, and grow no matter what kinds of chronic stresses and acute shocks they experience.”

# Who We Are

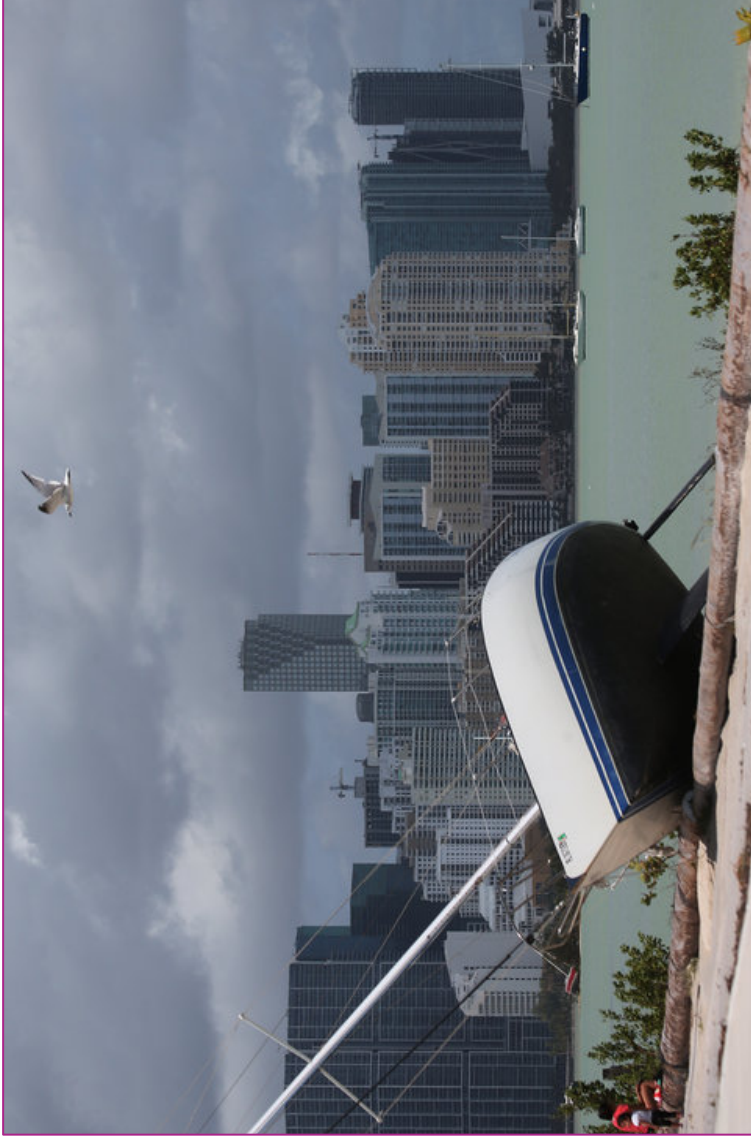


# Timeline





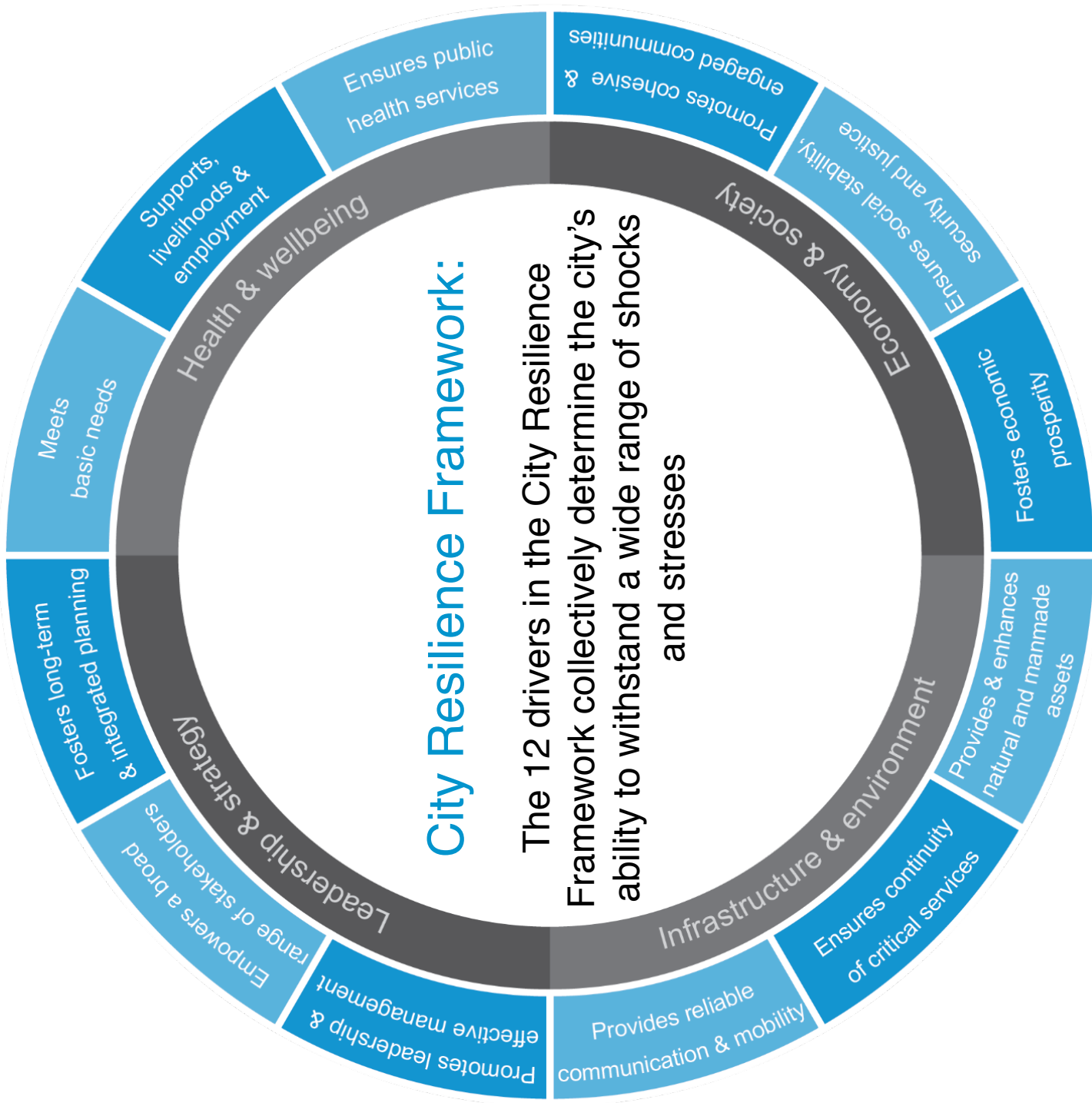
# Shocks





# Stresses





# Discovery Areas





# What We Heard From You in 2017

## **Surfside**

### *Areas of Strength:*

Surfside was developed as a walkable community

### *Doing Well But Can Improve:*

the importance of people and social cohesion is most important to be resilient, sea level vulnerability, erosion, water, wastewater, stormwater (seawall infrastructure)

### *Most Proud Of:*

moved to a quasi form-based code to help properties and people interact with one another

## **Greater Miami + the Beaches**

### *Doing Well But Can Improve:*

emergency management, evacuation approach

### *Needs To Do Better:*

affordable housing is a serious issue, transient populations, city services



**Interviewees: Mayor Daniel Dietch + City Manager Guillermo Olmadillo**

How can **Surfside** participate?

# R305 Tools for Surfside

Property Adaptation Tools	Online guidance + outreach events for homeowner adaptation
Expanded CERT Training	Government training for neighborhood emergency volunteers
Resilient 305 ArcGIS Hub	Online platform for 35 governments to access + upload resilience data
Pre-Planning for Post-Disaster Toolkit	Recovery resource to help local governments preplan for post-recovery organization and finance tools
5-Step Guide to Innovative Disaster Recovery Financing	“Five Step” finance resource to help governments preplan for post-recovery and understand all recovery financing available
Resilience Financing Decisions Toolkit	Will serve as a resource and guide for municipalities that are evaluating prioritization of, and funding options for, resilience-related projects
Financing a Resilient Future	Reference materials and training to assist governments with resilient budgeting
Development Review Checklist	This checklist will help develop consistent standards, use of consistent information, best practices for projects, and facilitate decision making
Sea Level Rise Checklist for Capital Projects	Ensure that new infrastructure is built to withstand future floods and storms and integrate a consistent approach across departments



# R305 Opportunities for Surfside

1. **Send Your Boss to Bootcamp!:** resilience training for newly elected officials in the 305  
Action: Send elected officials to trainings

2. **Provide Resilience Training for All Employees:** internal staff resilience training - what is resilience, project specific  
Action: Send staff to trainings

3. **Enable Community Resilience Through CERT:** government training for neighborhood emergency volunteers  
Action: Augment current hurricane preparedness program

4. **Complete and Implement the SLR Strategy:** countywide effort to analyze SLR models, projections and develop capital projects  
Action: Share information

5. **Prepare Your Property:** online guidance for homeowner adaptation  
Action: Share and promote tools

6. **Design a Better Bus Network:** ongoing effort to refigure bus routes based on effectiveness of route  
Action: Support outreach, workshops + coordinate with Trolley system

7. **Building Efficiency 305:** evaluate facilities over 20,000 SF for energy efficiency  
Action: Evaluate and upgrade



# Complete Set:

# R305 Objectives + Actions

GOAL 1. PLACES
<i>Enhance Natural Systems</i>
Preserve and Restore Biscayne Bay
Build Reef Biodiversity and Defenses
Bolster Our Beaches
Nature-Based Infrastructure - More Than Just Habitat!
Integrate Resilience into Park + Open Space Design
<i>Safeguard Urban Systems</i>
Reduce “Back Bay” Flooding
Implement Sea Level Rise Strategy
Develop a Sea Level Rise Checklist for Capital Projects
Create Development Review Checklist
Strengthen Resilience Planning
Maximize Opportunity Zones
<i>Create Mobility Options</i>
Develop Mobility Hubs in the 305
Design a Better Bus Network
Drive into the Future!
It’s Electric
<i>Increase Energy Efficiency</i>
Expand Renewable Energy
Building Efficiency 305
<i>Enhance Housing Options</i>
Stay and Live in the 305
Redeveloping Resilient Public Housing
Adapting at Home Too

GOAL 2. PEOPLE
<i>Cultivate Financial Stability</i>
Build an Inclusive Economy
Let’s Build
Back to Work
Buy Local
Be Counted
Re-establish + Support MDC Financial Capability Collaborative
It’s Time to Save Kids
Expand Youth Career Opportunity Programs
<i>Advance Public Health Priorities</i>
Unite to Break the Cycle of Youth Violence
Respecting Older Adults
Update Miami-Dade County’s Social Services Master Plan
Build Capacity to Address Mental Health Challenges
Pilot an Arrest Diversion Program for Opioid Users
Accelerate Progress of HIV/AIDS Strategy
Advance Pandemics Communication
<i>Strengthen Community Response</i>
Increase Community Resilience through CERT
Time to Volunteer or Get Involved!
Prepare Your Property
Support Resilience Hubs
<i>Communicate the Concept of Resilience</i>
Get the 311 on Resilience in the 305
Create and Implement a K-12 Plan for Resilience Literacy
See It to Believe It!

GOAL 3. PATHWAYS
<i>Pre-Plan for Post-Recovery</i>
Pre-Planning for Post-Disaster Toolkit
Roll-Out 5-Step Guide to Innovative Disaster Recovery Financing
Bounce Forward 305 - Resilient Urban Land Use Essentials Guide
<i>Cultivate Resilience Expertise</i>
Send Your Boss to Bootcamp!
Resilient 35 in the 305 Network
Provide Resilience Training for all Employees
RISE to the Rescue
<i>Leverage our Experience</i>
Collaborative with Universities
Create an Actionable Science Advisory Panel
Resilience Accelerator Workshops
<i>Develop Shared Resources</i>
Create Resilient 305 ArcGIS Hub
Share Bold Integrated Water Models
Implement the One Water Approach
Plan Efficiently + Effectively Together
<i>Leverage Our Dollars</i>
Financing a Resilient Future
The Power of Purchasing
Pilot Resilience Financing Decisions Toolkit
Demonstrate the Costs and Benefits of Resilience Investments



# #Resilient305

WWW.RESILIENT305.COM



@Resilient305





### **Town of Surfside Mayor's Pledge**

In support of Resilient305, the Town of Surfside specifically looks forward to collaborating on implementation the following action items, with support from the Town Commission, as appropriate to build both local and regional resilience.

1. See It to Believe It!: communicate resilience through multiple visual communications
  - Action: Share materials in communications
2. Get the 311 on Resilience for the 305: develop resilience messaging and material for the call center
  - Action: Share information with 311
3. Internal Resilience Communications Strategy: staff training how to communicate climate resilience
  - Action: Send staff to trainings
4. Provide Resilience Training for All Employees: internal staff resilience training - what is resilience, project specific
  - Action: Send staff to trainings
5. Integrate Resilience into Park and Open Space Design: better integrate climate change, social equity and education into parks
  - Action: review best practices

THEREFORE, I - Mayor Daniel Dietch on behalf of the Town of Surfside - pledge to collaborate in implementing Resilient305 alongside the Surfside Commission.

Signature \_\_\_\_\_  
 Mayor Daniel Dietch, Town of Surfside

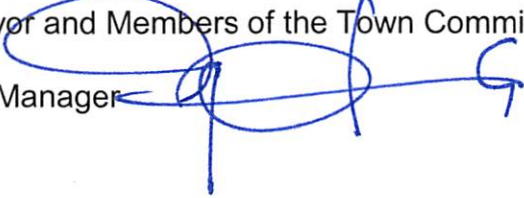
Date: \_\_\_\_\_



## MEMORANDUM

ITEM NO. 5F

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** June 11, 2019

**Subject:** CRS Max Consultants, Inc. for CRS Services Agreement

---

The Community Rating System (CRS) allows for credits to communities that adopt and apply floodplain management above and beyond the minimum criteria of the National Flood Insurance Program (NFIP). Any community can apply for rating under the CRS program and once rated are eligible for discounts on their flood insurance premiums.

CRS Max Consultants, Inc. (CRS Max) have aided the Town of Surfside in its application to FEMA via the Insurance Services Office. Flood insurance premiums are discounted in increments of 5% for CRS participating communities. The Town of Surfside earned a rating of 8 in 2016 and a 7 in 2018.

Utilizing the consulting services of CRS Max can aid in maximizing the Town's efforts when attempting improvement in the CRS program. CRS Max's professional services are exempt from the competitive procurement procedures pursuant to Section 3-12 (2) of the Town Code. The Town's Class 7 rating is currently saving residents and businesses an estimated \$260,000 in reduced flood insurance premiums, its improvement to Class 6, the CRS program will save residents and businesses within the Town of Surfside an estimated \$360,000 annually in reduced flood insurance premiums.

Once every five years, communities that participate in CRS are required to undergo an audit, or "verification visit" conducted by the Insurance Services Office (ISO). The Town's last verification visit was in 2015, the next visit will take place in 2020.

Preparation for the verification visit will require consultant assistance. CRS Max offers this service for \$18,000. However, the firm already has a CRS Continuing Consultant Services agreement with Surfside, reducing this number to \$12,000. Furthermore, the cost for CRS Continuing Consultant Services is concurrently reduced from \$6,000 for the year to \$3,000. CRS Max invoices an additional \$5,000 in the event that the Town improves its CRS rating above its current Class 7. Accordingly, the total cost for both Verification Visit Services and CRS Continuing Consultant Services will be \$20,000 for FY19/20 to be drawn from the General Fund Account No. 001-7900-590-3110.

The community rating class and discounts are as follows:

<u>Community Class</u>	<u>Discount</u>
9	5%
8	10%
7	15%
6	20%
5	25%
4	30%
3	35%
2	40%
1	45%

Existing staff will provide all the needed information for continuing participation in the CRS program.

Staff recommends Town Commission approval of an agreement via resolution retaining the services of CRS Max aiding in the continued participation and advancement of the Town of Surfside in the CRS program.

Reviewed by: MR/RP

Prepared by: MR/RP



May 16, 2019

Mr. Ross Prieto  
Building Official  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

RE: Town of Surfside – Proposal for CRS Continuing Consultant Services and  
CRS Verification Visit Services 2019-2020

Dear Mr. Prieto:

CRS Max Consultants, Inc. continues to appreciate the opportunity to work together with the Town of Surfside in its CRS program. As you are aware, the Insurance Services Office purposes to conduct an audit, or verification visit, every five years. Because the last CRS verification visit took place in 2015, this year's proposal will include not only the CRS Continuing Consultant Services but also CRS Verification Visit Services.

CRS Max typically offers CRS Verification Visit Services for \$18,000. However, when we already have a CRS Continuing Consultant Services agreement with a community, as is the case with the Town, this cost is reduced to \$12,000. Furthermore, the cost for CRS Continuing Consultant Services is concurrently reduced from \$6,000 for the year to \$3,000. Accordingly, the total cost for both CRS Verification Visit Services and CRS Continuing Consultant Services will be \$15,000 for FY2019-2020.

Our firm will invoice an additional \$5,000 in the event that the Town improves its CRS rating above its current Class 7. The invoicing of this bonus, however, will probably not take place until FY2020-2021 because of the typical delay in processing the results of the verification visit.

Should the Town's efforts, in coordination with CRS Max, prove successful in improving the Town's rating to a Class 6, total annual flood insurance savings for the residents and businesses within the Town will increase to approximately \$360,000.

If you have any questions or concerns, please feel free to contact me by phone at (954) 421-7794 or by email at [crsmaxinc@bellsouth.net](mailto:crsmaxinc@bellsouth.net).

We look forward very much to the opportunity to continue to work together.

Sincerely,



Earl S. King  
Vice President



**RESOLUTION NO. 2019- \_\_\_\_\_**

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

**WHEREAS**, the Town of Surfside (“Town”) has adopted and applied floodplain management policies that exceed the minimum criteria of the National Flood Insurance Program; and

**WHEREAS**, communities can apply under the Community Rating System Program (“CRS Program”) and if deemed eligible may receive discounts on flood insurance premiums; and

**WHEREAS**, CRS Max Consultants, Inc. (“CRS Max”) specializes in application and acceptance in the CRS Program to assist and maximize the Town’s efforts to secure an improved classification in the CRS Program, including CRS verification visit services (“Services”); and

**WHEREAS**, CRS Max has agreed to provide the Services, pursuant to the Agreement as attached hereto as Exhibit “A” (“Consulting Agreement”); and

**WHEREAS**, the Town Commission finds that the use of CRS Max’s Services is necessary and is in the best interest and welfare of the Town and wishes to approve the Consulting Agreement, in substantially the form attached hereto as Exhibit “A.”

**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 Consulting Agreement between the Town and CRS Max, substantially in the form attached hereto as Exhibit “A,” is hereby approved. The Town Commission authorizes the Town Manager to execute the Consulting Agreement on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

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

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of June, 2019.

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

# **COMMUNITY RATING SYSTEM (CRS) CONTINUING CONSULTANT SERVICES 2019-2020**

This is an Agreement made on \_\_\_\_\_ 2019 (Effective Date), between **THE TOWN OF SURFSIDE**, a Florida municipal corporation, with an address of 9293 Harding Avenue, Surfside, Florida 33154, hereinafter referred to as TOWN, and **CRS MAX CONSULTANTS, INC.**, a Florida corporation, with an address of 3331 N.W. 71 Street, Coconut Creek, Florida 33073, hereinafter referred to as CONSULTANT.

**WITNESSETH**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

## **ARTICLE 1**

### **SCOPE OF SERVICES**

TOWN intends to utilize CONSULTANT for Community Rating System Continuing Services when duly authorized by TOWN, through this Agreement.

#### **1.1 CRS CONTINUING CONSULTANT SERVICES**

The following services shall be included in CRS Continuing Consulting Services as requested by the TOWN:

- a. Review current CRS program
- b. Provide answers to questions pertaining to the CRS program
- c. Assist with annual CRS recertification
- d. Interface with ISO/CRS Specialist as required
- e. Assist with efforts to improve TOWN's CRS classification

#### **1.2 CRS VERIFICATION VISIT SERVICES**

The following services shall be included in CRS Verification Visit Services as requested by the TOWN:

- a) Work together with the TOWN to secure at least the 1500 points required to maintain a Class 7.
- b) Work together with the TOWN to prepare for the ISO/CRS Specialist's Verification Visit. With a commitment of cooperation by the TOWN staff, this service will entail:
  - i. A thorough review of the TOWN's current CRS program;
  - ii. Identification of documentation requirements;
  - iii. Securing of documentation;

- iv. Organization of documentation;
- v. Interface with ISO/CRS Specialist as required;
- vi. Accompaniment of staff during CRS Verification Visit; and
- vii. Assistance in providing any supplemental documentation required following visit.

### **1.3 CONSULTANT’S AND TOWN’S RESPONSIBILITIES**

CONSULTANT shall have responsibility for:

- a. Advising the TOWN of CRS-related responsibilities
- b. Notifying the TOWN of scheduling deadlines in time to meet scheduling requirements
- c. Reviewing the TOWN’S documentation and advising TOWN staff of any required or recommended documentation improvements
- d. Answering CRS-related questions TOWN may have and providing consultation whenever requested
- e. Identifying all CRS requirements for recertifications and working together with staff to complete and submit recertification package

TOWN is responsible to process and maintain all elevation certificates in accordance with State and NFIP requirements. CONSULTANT is not responsible for the CRS score of the County’s floodplain management plan, which the TOWN may choose to adopt. TOWN is ultimately responsible for implementation of the TOWN’s CRS program.

## **ARTICLE 2**

### **2.1 NOTICE OF MEETING**

CONSULTANT anticipates providing most services from its offices in Coconut Creek, Florida. However, if onsite visit is requested by TOWN and deemed by CONSULTANT to be advisable, CONSULTANT will visit TOWN. In such a case, CONSULTANT agrees to meet with TOWN at reasonable times and with reasonable notices.

### **2.2 TERM OF AGREEMENT**

This Agreement shall remain in effect twelve months from the Effective Date or date of complete execution of this Agreement by both parties.

### **2.3 COMMENCEMENT OF WORK AND TIME TO COMPLETE**

The Agreement shall take effect upon execution by both parties. The authorized work as described in the Agreement will commence immediately upon receipt of notice to proceed issued by the TOWN. CONSULTANT agrees that time is of the essence and

CONSULTANT shall diligently accomplish and complete the Services within the term of this Agreement, unless extended, in writing, by the TOWN Manager and/or his designee.

## **2.4 OWNER FURNISHED SERVICES**

It is understood and agreed that TOWN will furnish:

- a. The reasonable services of its officials and staff to assist CONSULTANT in obtaining background information to perform its duties.
- b. To assist CONSULTANT in the proper and timely performance of its duties, reasonable access to existing records of TOWN, where available, including, but not limited to, previous reports.
- c. To grant to CONSULTANT access to available TOWN records of Repetitive Loss Properties and Insurance Services Office/Community Rating System (ISO/CRS) Specialist.
- d. TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development which affects the scope or timing of CONSULTANT'S services or any defect in the work of the CONSULTANT.

## **ARTICLE 3**

### **COMPENSATION AND METHOD OF PAYMENT**

#### **3.1 COMPENSATION**

The TOWN agrees to pay CONSULTANT as compensation for its services provided under the terms of this Agreement amounts calculated in accordance with the following schedule:

Basic Continuing Consultant Services	\$ 3,000.00
Verification Visit Services	<u>\$12,000.00</u>
TOTAL	\$15,000.00

- 3.1.1 There will not be any fees charged to TOWN by CONSULTANT for travel, per diem, or subsistence expenses, or travel time, unless specifically authorized in writing in advance by TOWN.
- 3.1.2 All required copies of documents will be furnished to TOWN at no additional cost.
- 3.1.3 CONSULTANT will work diligently to improve the CRS class rating of TOWN. As an incentive to be successful in its efforts, a bonus of \$5,000 will be invoiced for every class rating improvement achieved.

#### **3.2 METHOD OF BILLING AND PAYMENT**

- 3.2.1 Payment shall be due within 30 days after date of invoice in accordance with the Florida Prompt Payment Act, provided the invoice is accepted for payment. Payment shall be made only for approved invoices. The TOWN retains the right to

delay or withhold payment for Services, which have not been accepted by the TOWN.

3.2.2 Invoice for Basic Continuing Consultant Services shall be submitted following contract execution by the TOWN and CONSULTANT.

3.2.3 Invoices for Verification Visit Services shall be submitted on a prorated monthly basis beginning with the commencement of the Services and ending after the completion of the Services.

3.2.4 Invoice for bonus shall be submitted as follows:

Receipt of ISO/CRS Specialist recommendation for class improvement

\$2,500.00

Receipt of NFIP advisement of class improvement

\$2,500.00

## **ARTICLE 4**

### **MISCELLANEOUS PROVISIONS**

#### **4.1 BOOKS OF ACCOUNT**

CONSULTANT will maintain books and accounts of all expenses charged to TOWN. Said books shall be available at all reasonable times for examination by TOWN or authorized agent at the corporate office of CONSULTANT.

#### **4.2 INSURANCE**

4.2.1 CONSULTANT shall secure and maintain throughout the duration of this Agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to TOWN, naming the TOWN as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers naming the TOWN as additional insured. Any insurance maintained by the TOWN shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the TOWN as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to

property under the care, custody and control of CONSULTANT. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

- b. Workers Compensation and Employer's Liability insurance, (unless exempt in accordance with State of Florida provisions) to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the CONSULTANT shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance (unless exempt in accordance with State of Florida provisions).
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

4.2.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the TOWN, reflecting the TOWN as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by TOWN and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to TOWN prior to cancellation, termination, or material alteration of said policies or insurance. The CONSULTANT shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the TOWN. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The TOWN reserves the right to inspect and return a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage



is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN.

- 4.2.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the TOWN is to be specifically included as an Additional Insured for the liability of the TOWN resulting from Services performed by or on behalf of the CONSULTANT in performance of this Agreement. The CONSULTANT'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to the CONSULTANT 's insurance. The CONSULTANT'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 4.2.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the TOWN. CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 4.2.5 The provisions of this section shall survive termination of this Agreement.

#### **4.3 OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.**

- 4.3.1 CONSULTANT acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the TOWN which are conceived, developed or made by CONSULTANT during the term of this Agreement ("Work Product") belong to the TOWN. CONSULTANT shall promptly disclose such Work Product to the TOWN and perform all actions reasonably requested by the TOWN (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 4.3.2 CONSULTANT agrees to keep and maintain public records in Consultant's possession or control in connection with CONSULTANT'S performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

- 4.3.3 Upon request from the TOWN'S custodian of public records, CONSULTANT shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 4.3.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- 4.3.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONSULTANT shall be delivered by the CONSULTANT to the TOWN Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the TOWN in a format that is compatible with the TOWN'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 4.3.6 Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- 4.3.7 CONSULTANT'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**Custodian of Records: Sandra Novoa, MMC**  
**Mailing address: 9293 Harding Avenue,**  
**Surfside, Florida 33154**  
**Telephone number: 305-861-4863**

**Email :** [snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)

#### **4.4 TERMINATION OR ABANDONMENT**

Either party may terminate this Agreement without cause upon giving thirty (30) days written notice. CONSULTANT will be paid for all work performed prior to termination.

#### **4.5 SUCCESSORS AND ASSIGNS; ASSIGNMENT**

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

#### **4.6 CONFLICT OF INTEREST**

CONSULTANT agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, utility company, or others which might be construed as a conflict of interest with CONSULTANT's work for the TOWN. The CONSULTANT shall conscientiously avoid a conflict of interest with regard to work for TOWN, but when unavoidable, the CONSULTANT shall forthrightly take the following action:

- a. Disclose in writing to TOWN the full circumstances of possible conflict of interest; and
- b. Assure in writing that the conflict will in no manner influence his judgment or the quality of his services to TOWN; and

CONSULTANT shall promptly inform TOWN of any business association, interest or circumstances, which may be influencing his judgment or the quality of his services to TOWN.

CONSULTANT shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.

CONSULTANT shall not solicit or accept gratuities directly or indirectly, from contractors, their agents or other parties dealing with TOWN in connection with work for which it is responsible.

#### **4.7 NOTICES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by nationally recognized courier service or registered United States mail with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR TOWN  
Guillermo Olmedillo, TOWN Manager  
9293 Harding Avenue  
Surfside, FL 33154

FOR CONSULTANT  
Cathy King, President  
CRS Max Consultants, Inc.  
3331 NW 71<sup>st</sup> Street  
Coconut Creek, Florida 33073

**4.8 ALL PRIOR AGREEMENTS SUPERSEDED; AMENDMENTS**

This document incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties applicable to the matters contained herein. The parties agree there are not commitments, agreements or understanding between the parties concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree no deviation from the terms shall be predicated upon any prior representations or agreements between the parties, whether oral or written. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. CONSULTANT represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by CONSULTANT have been duly authorized, and this Agreement is binding on CONSULTANT and enforceable against CONSULTANT in accordance with its terms.

**4.9 OBSERVANCE OF LAWS**

CONSULTANT shall keep fully informed of all federal and state laws, all local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work or services authorized under the terms of this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations.

**4.10 TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which TOWN determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit's costs.

**4.11 PROHIBITION AGAINST CONTINGENT FEES**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation,

individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### **4.12 SUBCONSULTANTS.**

CONSULTANT shall be responsible for all payments to any Subconsultant and shall maintain responsibility for all work related to the Services. CONSULTANT may only utilize the services of a particular Subconsultant with the prior written approval of the TOWN Manager, which approval shall be in the TOWN Manager's or his/her designee's sole and absolute discretion.

#### **4.13 INDEPENDENT CONTRACTOR.**

CONSULTANT and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the TOWN with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

#### **4.14 ATTORNEYS FEES AND WAIVER OF JURY TRIAL.**

4.14.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

4.14.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

#### **4.15 WARRANTIES; COMPLIANCE WITH LAWS.**

4.15.1 CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances, and all work under this Agreement shall be CONSULTANT'S original work and will not infringe, misappropriate, or violate any intellectual property or other right of any person or entity. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the CONSULTANT'S deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the CONSULTANT shall at

CONSULTANT'S sole expense, immediately correct its Deliverables or Services.

4.15.2 CONSULTANT hereby warrants and represents that at all times during the Term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for TOWN as an independent contractor of the TOWN.

**4.16 GOVERNING LAW AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be in Miami-Dade County, Florida.

**4.17 COUNTERPARTS.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**ARTICLE 5**

**EQUAL OPPORTUNITY EMPLOYMENT**

CONSULTANT agrees not to discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, handicapped status or national origin.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties have signed this agreement as of the day and year first above written.

**TOWN:**

**TOWN OF SURFSIDE, a Florida  
corporation**

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

Date Executed: \_\_\_\_\_

**ATTEST:**

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

Approved as to Form and Legal Sufficiency:

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



**CONSULTANT:**

**CRS MAX CONSULTANTS, INC.,**  
a Florida Corporation

By: \_\_\_\_\_  
Cathy L. King, President


Date Executed: \_\_\_\_\_



## MEMORANDUM

ITEM NO. 9C

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** June 11, 2019

**Subject:** Administrative Decision Appeal

---

The Town's Zoning Code provides processes for appealing to the Town Commission some but not all administrative determinations made by the Town Manager.<sup>1</sup> For example, Sections 90-23.7 and 90-27.14(2) authorizes appeals of administrative determinations revoking a conditional use permit and certificates of use, respectively. Similarly, Section 90-77(b)(3) authorizes appeals of administrative determinations made in connection with minor reductions of parking requirements.

Where the Town's Zoning Code does not provide a process for appealing an administrative determination to the Town Commission, parties claiming to be aggrieved by an administrative determination must appeal to the Circuit Court. The time and cost of pursuing relief through the court system puts such parties at a significant disadvantage. The Town is also at some disadvantage in that it must incur legal expenses to defend against such lawsuits.

On the one hand, a process by which parties may appeal administrative determinations to the Town Commission rather than the courts may be faster and less onerous for both the appellant and the Town. On the other hand, the Commission should be mindful that such a process could increase the number of zoning-related matters that appear on its meeting agendas.

---

<sup>1</sup> As used here, the term "administrative determination," refers to the Town Manager's application of Chapter 90 of the Town Code to a particular permit application or the Manager's application of Chapter 90 in connection with a code enforcement matter.

The Administration requests policy direction to prepare legislation creating a process that would allow appeals to the Town Commission of all administrative decisions made pursuant to the Zoning Code, subject to the following conditions:

1. The proposed appeal procedure would apply only to the Zoning Code. Where a specific provision of the Zoning Code already provides a more detailed appeal procedure, the existing procedure will apply.

*This condition ensures that the proposed legislation will not reduce any appeal rights that may currently exist.*

2. Only affected parties may file an appeal to the Town Commission. Affected parties would be limited to:
  - a. The applicant or entity requesting the administrative determination;
  - b. Owners of real property directly affected by an administrative determination;  
or
  - c. Owners of real property immediately abutting a parcel that has been directly affected by an administrative determination.

*This condition would help limit abuse of process by ensuring that only directly affected parties may appeal.*

3. Where an appeal relates to an administrative determination made by one of the Town Manager's designees, the Town Manager will have an opportunity to approve, reverse, or modify the decision prior to its being scheduled for hearing before the Town Commission.

*This condition allows proper review of the administrative determination underlying each appeal and should help ensure that only true disagreements are brought before the Town Commission.*

4. The Appellant shall cover all administrative costs, including staff hours dedicated to the preparation of documents necessary for the hearing before the Town Commission.

*This condition will help ensure that the administrative process is not as costly to the Town as a court proceeding. Furthermore, this condition will discourage abuse of the process.*

5. The Appellant must file the appeal request within ten (10) days of the administrative decision.

*This condition gives the Town some administrative certainty while also allowing sufficient time to prepare an appeal.*

6. The Appellant must present all the necessary evidence at least ten (10) days before the scheduled hearing.

*This condition allows the Town an opportunity to fully evaluate the merits of an appeal.*

7. The Appellant must seek relief before the Town Commission before appealing to the Courts.

*This condition ensures that costly and time-consuming court proceedings will not be brought against the Town without the Commission having had an opportunity to consider the appellant's claims.*

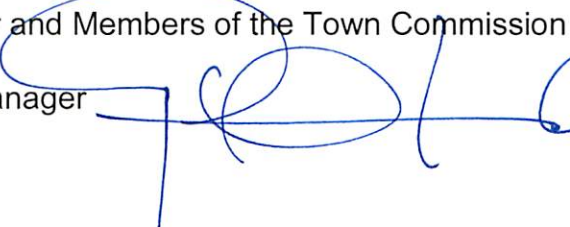
Prepared by GO



## MEMORANDUM

ITEM NO. 9D

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 11, 2019  
**Subject:** Alleys



The Town has two types of alleys in or near the business district. (1) De facto, and (2) Platted. Currently, there is one "De Facto" alley and two platted alleys.

The "De Facto" alley runs between properties on the west side of Harding Avenue and the apartment buildings fronting on the east side of Abbott Avenue, south of 95<sup>th</sup> Street to 94<sup>th</sup> Street ("95<sup>th</sup> Street Alley"). This alley was not originally created by plat, but appears to have been established overtime by the property owners' parcels along the alley and constitutes a part of the private parcels along both sides of the alley. The Town does not presently provide maintenance or repair to this alley.

The Platted Alleys are located from 96<sup>th</sup> Street and 94<sup>th</sup> Street behind the properties located between Collins Avenue and Harding Avenue (Location map and copy of plat attached). The 15' alleys are contained within the Plat of "Altos Del Mar No. 6," Plat Book 8, Page 106, with a limitation which states that "all alleys shown thereon are hereby granted, reserved and limited to the private use only of the present or future owners or owner of Altos Del Mar No. 6 or any part thereof." Consequently, the alleys were platted as private for the use and benefit of owners in the subdivision. Over time, the alleys may have been widened beyond the originally platted 15" feet, and have been used by business owners, members of the public and for the provision of municipal services. As a platted alley, the area is preserved for a particular purpose on the Plat and remains in place, with all the conditions attached to, until an amendment is made to the original Plat.

The Town has historically provided some maintenance and repair to the Platted Alleys, despite them having been originally platted for the private use of the owners within the subdivision. Abutting owners and operators have used this alley for vehicular access and parking, as well as members of the public.

The administration is requesting policy direction on the future maintenance and repair of the alleys, as well as the uses thereof. The options are as follows:

1. Remain as is (status quo). The 95<sup>th</sup> Street Alley on the west side of Harding Avenue would remain private and maintained by the abutting property owners along the

alley. The Platted Alleys, although privately platted for the use of owners in the subdivision, would continue to be maintained and repaired by the Town.

2. Treat the Platted Alleys as private, and turn the maintenance, repair and upkeep of the Platted Alleys to the present owners of the Altos Del Mar No. 6 Subdivision. This approach would require that the property owners along the alley and within the subdivision coordinate for maintenance and repair of the Platted Alleys, at their expense.
3. Convert the 95<sup>th</sup> Street Alley to a public alley under the ownership and maintenance of the Town. As this alley was not originally platted, and consists of private parcels along both sides of the alleys, any conversion to a public alley would require that the Town obtain ownership and/or control of the alley. This could be accomplished through eminent domain, voluntary negotiations with the property owners for conveyance, or the granting of an easement to the alley area in favor of the Town.
4. Convert the Platted Alleys to public alleys under the ownership, maintenance and/or control of the Town. The Town would assume ownership/control of the platted alleys through legal means (ownership or easement) and assume total responsibility for future maintenance. The cost of the maintenance could be passed on to the property owners as a public improvement project or a special assessment program to benefit the owners.

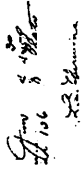
The alleys present opportunities to be turned into a more usable and well maintained area, that will become an asset to the Town and the abutting owners. Any future course of action should commence with a title search of the alley areas to confirm ownership or status, as well as a survey of the alleys showing dimensions. For these purposes, there needs to be a landscape/hardscape design with a description of work and materials, an estimate of construction cost, and a contract to perform the specified project.

Should the Town Commission provide direction on the alleys and agree to undertake any specific projects, staff will present an action item at the July regular Town Commission meeting.

Attachments 2

Prepared by GO



[illegible]

STATE OF FLORIDA ss  
COUNTY OF FLORIDA ss  
I, a Notary Public, of the State of Florida, an officer authorized to take acknowledged deeds, hereby certify that S. M. Tatum, and E. M. Tatum, personally known to me and known to me to be the true and lawful owners, said several lots of land, situate in the City of Jacksonville, Florida, and which are more particularly described in the foregoing plat as purchased by Tatum and who as such officers executed the foregoing declaration, this day personally appeared before me and acknowledged that they executed said plat as purchasers in the name of said Tatum, and in behalf of their own interest, and with full authority, and for cause and purpose therein expressed, and with full authority, and for cause and purpose official seal this 30th day of January A.D. 1924  
My commission expires: Sept. 13th 1927  
*Goodman*  
Notary Public, State of Florida at Jacksonville



For every document duly accepted Jan. 17, 1900,  
in this County, Fla. No. 446, recorded in  
Bk. 1886, p. 301, subject to resolution of the  
court in the case of Laurens, Chas. 1884

KNOW ALL MEN BY THESE PRESENTS:

That Tatum's Ocean Park Company, a corporation of Florida, has executed a plot of Government Lot One (1) of Section 35, Township 32 south, Range 42 east, situated in Dade County, Florida, which plot has been duly recorded in Plat Book at Page of the Public Records of Dade County, Florida. That said plot is designated as "ALTOS DEL MAR NO. 5", a subdivision of Govt. Lot 1, Sec. 35, Twp. 32S, Rge. 42E. That said land as shown, marked and designated on said plat is and shall be known hereafter as "ALTOS DEL MAR NO. 5"; that the tracts shown, marked and designated thereon as "Collins Ave.", "First Ave.", "Second Ave.", "Third Ave.", "Bay Drive", "Unaka Street", "Tulip Street", "Smilox Street, are hereby dedicated to the perpetual use of the public as public highways and thoroughfares. It is hereby expressly provided that the tracts marked "A" on said plat and designated by the letter "A" together with all riparian rights and submerged land adjacent and appurtenant to said tracts so marked "A", and all alleys shown thereon, are hereby granted, reserved and limited to the private use only of the present or future owners or owner of "ALTOS DEL MAR NO. 5" or any part thereof.

IN WITNESS WHEREOF, The said Tatum's Ocean Park Company by order of its Board of Directors, by S.M. Tatum, its President and B.B. Tatum, its Secretary, has hereunto signed its corporate name and seal to be set and affixed, this 30th day of January, A.D. 1924.

TATUM OCEAN PARK COMPANY

S. M. Tatum President

B. B. Tatum



## MEMORANDUM

ITEM NO. 9E

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** June 11, 2019

**Subject:** 96<sup>th</sup> Street Park Renovation Update

The Town Commission (Commission) authorized a Resolution on April 8, 2014 approving five architectural firms to provide general professional architectural services for the Town over a 5-year period. The qualified firms had responded to a Town issued Request for Qualifications (RFQ) and were reviewed and recommended by a selection committee through a process that included written and oral presentations. The Town has the option to choose one or more of the approved firms for proposals on any work requiring architectural design services. The approved term to engage with the firms expires on July 8, 2019.

This Fiscal Year the 96<sup>th</sup> Street Park is the focus of the Parks and Recreation Committee (Committee) from the approved Parks and Recreation Five Year Capital Plan. The Committee, over the past three years, has reviewed top priorities for the park. As the Commission had approved architectural firms through an RFQ process, the Parks and Recreation Director (Director) selected two of the qualified firms based on work they had completed on parks to submit design proposals. The two firms met with the Director on site to review the park and Committee identified priorities. The two proposals were received and reviewed by the Director. The proposal that best suited the project, and that firm's qualifications, were presented to the Committee at the May 20, 2019 meeting (Attachment A) with the intention of bringing the item to the Commission for approval. The 96<sup>th</sup> Street Park design services is an approved Fiscal Year 2018/2019 budgeted item. The recommended proposal is \$26,000 less than budgeted.

It was noted during the meeting that already having a preapproved qualified firm would help expedite the design concept phase of the park and move the project forward substantially. The Committee decided that the best way forward would be to request the Town to go back out for a specific Request for Proposal (RFP) for a 96<sup>th</sup> Street Park design. A RFP for construction of the eventually approved project design would need to occur pending budgetary approval as a second step in the process of renovating the park. The Committee felt that a new RFP could possibly provide the best current architectural



firms available. The motion was made to request a new RFP and was approved 4-0 by the Committee.

A new RFP will take approximately six months to complete before an engagement on the project could even begin. This would delay the approval of a design for the new park before then moving on to the required RFP for construction. Substantial staff time and resources will be required to develop a new RFP and continue with the process.

Options:

- 1) Authorize moving forward with the proposal from the qualified approved architectural firm (Attachment A).
- 2) Issue an RFP specifically for a 96<sup>th</sup> St Park design – the Committee recommendation.
- 3) Issue a new RFQ for architectural firms and then, once firms are approved, solicit design proposals for the 96<sup>th</sup> Street Park similar to the process that was taken to arrive at Option 1.

The Town Administration is seeking direction from the Town Commission on the options identified to move this project forward.

Reviewed by

Prepared by

TML  
DET



SYNALOVSKI ROMANIK SAYE  
Architecture • Planning • Interior Design

Tim Milian  
Town of Surfside  
Parks & Recreation Director  
9301 Collins Avenue  
Surfside, FL 33154

**PROPOSAL NO.:** 1576-190316:

**PROPOSAL DATE:** 04.24.19

**PROJECT:** Surfside 96<sup>th</sup> Street Park Programming, Schematic Design & Concept Imagery

**STARTING DATE:** A.S.A.P.

**LOCATION:** 9580 Bay Drive, Surfside, FL 33154

**COMPLETION DATE:** A.S.A.P.

The undersigned proposes to provide professional services necessary to complete the following work: Basic Architectural professional services to provide As-Built Documentation/CAD Base File Entry and Site Due Diligence, Programming, Schematic Design, Concept Imagery and an Opinion of Probable Cost for proposed improvements at the Town of Surfside's 96<sup>th</sup> Street Park located at 9580 Bay Drive – Surfside, FL.

**Payments to be made as follows:**

Description:	Fee
As-Built Documentation/CAD Base File Entry of Existing Structure(s) and Site Due Diligence	\$ 8,500.00
Programming, including meetings with P&R Staff and one (1) Community Outreach Meeting	\$ 9,500.00
Schematic Site Plan/Floor Plan(s), including meetings with P&R Staff and one (1) Community Outreach Meeting	\$ 18,500.00
Renderings, including one (1) Presentation at Town Commission Meeting	\$ 8,500.00
Opinion of Probable Cost	\$ 4,000.00
<b>A/E Professional Schematic Design Services TOTAL</b>	<b>\$ 49,000.00</b>

Payment due upon invoice at monthly intervals.

Any alteration or deviation from the aforementioned will be executed only upon written orders. Services not included in the above scope will be invoiced hourly as additional services and are not included in the above fees.

Reimbursable expenses such as civil engineering, structural engineering, mechanical, electrical and plumbing engineering, fire protection engineering, copies, courier, asbestos enhanced system(s)/equipment design services, geotechnical reports, faxes, Federal Express, interior design, long distance calls, mileage, permit expediting, permit fees, photography, surveying, postage, printing, processing fees, renderings, testing, Threshold/Special Inspections, and traffic studies shall be invoiced at 1.15 of cost.

**Additional Services:** Changes to approved decisions and services outside the scope of work are

SYNALOVSKI ROMANIK SAYE  
Architecture • Planning • Interior Design

1800 Eller Drive, Suite 500 • Fort Lauderdale, FL 33316  
T 954.961.8000 • F 954.961.6807 • www.synalovski.com



SYNALOVSKI ROMANIK SAYE  
Architecture • Planning • Interior Design

considered additional services and will be performed at our standard hourly billing rates.

**Architectural Hourly Billing Rates:**

Principal	\$ 185.00
Architect R.A.	\$ 175.00
Design Architect	\$ 135.00
Project Manager	\$ 125.00
Interior Designer	\$ 125.00
Job Captain	\$ 100.00
Graduate Architect	\$ 85.00
Clerical	\$ 65.00

**SUBMITTED**

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_

Merrill Romanik, AIA, LEED AP  
Principal

You are hereby authorized to provide services required to complete the work described in the above proposal, for which the undersigned agrees in representation of Town of Surfside the amount stated in said proposal and according to the terms thereof. All collection costs inclusive of attorney's fees shall be the responsibility of the undersigned.

**APPROVED**

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

SYNALOVSKI ROMANIK SAYE  
Architecture • Planning • Interior Design

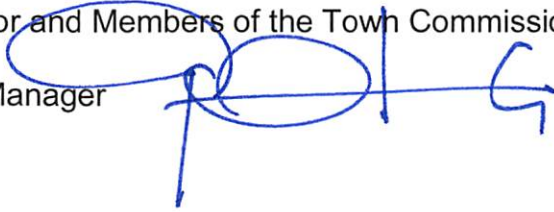
1800 Eller Drive, Suite 500 • Fort Lauderdale, FL 33316  
T 954.961.6806 • F 954.961.6807 • www.synalovski.com





## MEMORANDUM

ITEM NO. 9F

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** June 11, 2019  
**Subject:** Downtown Vision Advisory Committee Hurricane Shutter Recommendation

---

At the April 11, 2019 Downtown Vision Advisory Committee (DVAC) meeting a discussion took place about downtown improvements within the 2-blocks of Harding Avenue between 96<sup>th</sup> and 94<sup>th</sup> Street. The minutes of that meeting are provided in this agenda packet.

It was brought to the attention of the Committee that there is at least one downtown business leaving hurricane shutters up year-round. Discussion of the Committee ensued, and the recommendation was to ask the Town Commission (Commission) to enact legislation on this matter. An ordinance is required to address downtown properties keeping hurricane shutters in good repair and to only deploy them upon the announcement of a storm emergency. Once the emergency is lifted the businesses must retract / remove the shutters within seven days.

Currently there is nothing in the Town Code that addresses hurricane shutter maintenance or removal after an emergency situation. Therefore, a new ordinance would be required. This new ordinance will improve the visual aesthetics of the downtown, provide a more positive impression of the district and enhance the pedestrian and vehicular experience of residents and visitors. It is DVAC's opinion that allowing for hurricane shutters to remain in place after an emergency fosters a negative impression of the Town, as does hurricane shutters that are in disrepair. The motion to request the Commission take action on this issue received a unanimous vote.

There is no direct budgetary impact. Staff time would be required to bring the ordinance to the Commission. If enacted, the Code Compliance Department would be required to ensure compliance.

The Town Administration is seeking Commission direction on DVAC's recommendation to bring this specific ordinance back for review.

Reviewed by

Prepared by 



# MEMORANDUM

ITEM NO. 9G

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** June 11, 2019

**Subject:** Parking Waiver Program Update

On July 10, 2018 the Town Commission approved Ordinance No. 2018-1686 to establish a waiver program for "off-street parking requirements of Chapter 90 Zoning" in an effort to address vacancies downtown, and provide an incentive for economic revitalization (Attachment A). This ordinance is slated to expire on July 10, 2019.

As of May 31, 2019, five of the eligible ten vacant properties have been rented, and four of the five new businesses utilized the parking waiver provision. This initiative has proven successful in addressing the goals set forth: assist with filling vacant properties and in the revitalize efforts downtown.

<b>Location</b>	<b>Spaces Waived</b>	<b>New Business</b>
9472 Harding Avenue	0*	Mesa Kosher Restaurant
9488 Harding Avenue	In Progress	Café Vert extension
9588 Harding Avenue	2	BH Home Design
9433 Harding Avenue	N/A	Vacant
9441 Harding Avenue	N/A	Vacant
9491 Harding Avenue	N/A	Vacant
262 95 <sup>th</sup> Street	N/A	Vacant
9509 Harding Avenue	3	The Fishery (Coming Soon)
9555 Harding Avenue	N/A	Vacant
9571 Harding Avenue	1	Morelia Gourmet Paletas

\*There was a restaurant previously in this space

Parking requirements for restaurants and retail spaces are more than office spaces. Therefore, if a retail of restaurant business were to replace a space that was previously occupied by an office space, a payment of \$38,000 per parking space, into the Parking Fund, for any space not accounted for by the prior use is required. The payments would then be connected to the Town offsetting the "parking deficit" with the establishment of additional parking.



It could be construed that this program eliminates this additional (conditional) revenue to the Town and, therefore, a loss. However, once an applicant realizes the additional cost for the parking, they typically find another location as expressed by some of the vacant downtown property owners. This results in a loss of a tenant and a perpetually vacant space. The benefit of the parking waiver program is that it has filled vacant spaces with retail and restaurant uses, and that the new restaurants will have a positive revenue effect from Resort Tax.

Due to the fact that fifty percent (50%) of the previously vacant store fronts are now rented, and eighty percent (80%) of the new businesses participated in the parking waiver program, this initiative can be viewed as a contributing factor in the attraction of new downtown businesses.

The parking waiver program, if extended and inclusive of the newly vacant properties, would include a total of sixteen properties, five from the original vacant property inventory identified in the chart below.

<i><b>West Side</b></i>	<i><b>East Side</b></i>
9452 Harding Avenue	9433 Harding Avenue (still vacant)
9482 Harding Avenue	9438 Harding Avenue
9486 Harding Avenue	9441 Harding Avenue (still vacant)
	9453 Harding Avenue
	9455 Harding Avenue
	9461 Harding Avenue
	9471 Harding Avenue
	9491 Harding Avenue (still vacant)
	262 95 <sup>th</sup> Street (still vacant)
	9509 Harding Avenue
	9513 Harding Avenue
	9555 Harding Avenue (still vacant)
	9599 Harding Avenue

There is no direct budgetary impact. Staff time would be required to bring the ordinance provision to the Commission and monitor the initiative for another year.

The Town Administration seeks direction on whether to extend the provision for the sixteen properties (new vacancy inventory) or to allow for it to expire.

Reviewed by

Prepared by

*WJ*  
*XET*  
*SSG*



## Town of Surfside Commission Communication

### Agenda Item #

**Agenda Date:** July 10, 2018

**Subject:** Downtown Business District Parking Requirement Waiver

**Background:** At the May 8, 2018 Town Commission meeting there was a discussion item on providing a parking waiver for new retail or restaurant businesses filling existing vacancies downtown. The Administration received direction to return with an ordinance that facilitates the waiver (4:1 vote in favor). At the June 12, 2018 Town Commission meeting the ordinance was approved on first reading (5:0 vote in favor). The Planning & Zoning Board recommended moving forward with the ordinance at their June 27, 2018 meeting.

**Analysis:** While there are probably many factors affecting the vacancies downtown, this waiver addresses the property owners' stated issue of the parking requirement being the foremost issue in filling their vacancies.

In a good faith effort to address their stated view, and to reinvigorate the economic development of downtown, the Administration is proposing a waiver of the parking requirement with the following restrictions:

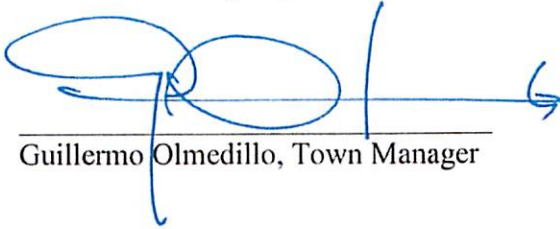
- The waiver would sunset after one year unless extended by the Town Commission. This is a change from the two-year waiver discussed on May 8, 2018 due to the desire to spur a more immediate economic resurgence
- The waiver would only apply to new businesses locating in existing vacant store fronts at the time of the ordinance adoption. An inventory of the existing vacancies will be conducted. Vacancy inventory attached (Attachment A)
- Businesses would be defined as retail or restaurant only for waiver eligibility

**Budget Impact:** While there is potential loss of Parking Fund revenue, this can only be determined if the waiver achieves its projected effect of filling the downtown vacancies and by the type of new businesses that open. This may not in effect be a valid "loss" as these businesses are not presently locating in Surfside.

New tenants, especially restaurants, can have a positive effect on Resort Tax Revenue. This could counteract any loss of payments to the Parking Fund. Filling vacancies can enhance the downtown experience and improve the desirability and marketability of the area. Thus, potentially resulting in increased patronage downtown and to all food and beverage establishments.

**Staff Impact:** The Tourist Bureau will assist with the outreach to the property owners and will monitor the venture. The Planning and Building operations will provide the waiver to applicable businesses when reviewed as part of a site plan, building permit or Certificate of Use issuance (whichever is the earliest).

**Recommendation:** The Administration is recommending the adoption of the accompanying ordinance on second reading as presented.



Guillermo Olmedillo, Town Manager



DT



ORDINANCE NO. 18 - 1086

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA  
AMENDING SECTION 90-77 "OFF-STREET PARKING  
REQUIREMENTS," OF "CHAPTER 90 ZONING" OF THE  
TOWN OF SURFSIDE CODE OF ORDINANCES TO  
PROVIDE A PARKING EXEMPTION PROGRAM TO  
ADDRESS VACANCY AND ECONOMIC REVITALIZATION  
IN THE SD-B40 ZONING DISTRICT; PROVIDING FOR  
REPEAL OF CONFLICTING PROVISIONS; PROVIDING  
FOR SEVERABILITY; PROVIDING FOR INCLUSION IN  
THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

5       WHEREAS, the Town has worked with downtown businesses and property owners to  
6 improve the economic health and vitality of the downtown and analyze and address operational  
7 issues, vacancy, and economic growth; and

8       WHEREAS, the Town has conducted an inventory of downtown ground floor vacancies,  
9 attached hereto and incorporated herein as the "2018 Downtown Vacancy Inventory"; and

10       WHEREAS, the large number of vacancies has reduced the vibrancy and economic  
11 vitality of the Town's Downtown; and

12       WHEREAS, the Town desires to take positive action to avoid the onset of blight and  
13 restore the economic health and welfare of its crucial commercial district; and

14       WHEREAS, economic vitality and restoration can be enhanced with proactive policy  
15 interventions designed to improve economic viability, therein fostering new business activity,  
16 productivity and operational feasibility; and

17       WHEREAS, parking, and the limited availability of land may impact redevelopment,  
18 changes of use and occupancy; and

19 WHEREAS, in order to help reduce vacancy, improve aesthetics, and restore the  
20 pedestrian experience and downtown vitality, the Town desires to develop a temporary Parking  
21 Exemption Program; and

22 WHEREAS, the Town Commission held its first public hearing on these regulations on  
23 June 12, 2018; and

24 WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has  
25 reviewed the revisions to the Code for consistency with the Town's Comprehensive Plan at a  
26 duly noticed hearing on June 27<sup>th</sup>, 2018; and

27 WHEREAS, the Town Commission has conducted a second duly noticed public hearing  
28 on these regulations as required by law on July 10<sup>th</sup>; and

29  
30 WHEREAS, the Town Commission hereby finds and declares that adoption of this  
31 Ordinance is necessary, appropriate, and advances the public interest.  
32

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

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

37 **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,  
38 Section 90-77 "Off-street parking requirements" of Chapter 90 "Zoning" is hereby amended as  
39 follows<sup>1</sup>:

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

41 (a) Except as otherwise provided herein, when any building or structure is hereafter constructed;  
42 or structurally altered so as to increase the number of dwelling units or hotel rooms to  
43 increase its total commercial floor area, including provision of outdoor seating; or when any  
44 building or structure is hereafter converted to any of the uses listed in subsection 90-77(c),  
45 off- street parking spaces shall be provided in accordance with the requirements of  
46 subsection 90-77(c), or as required in subsequent sections of this article. The requirement for  
47 an increase in the number of required parking spaces shall be provided on the basis of the  
48 enlargement or change of use.

49 (b) Parking compliance for properties and uses located in SD-B40 zoning district and for  
50 religious places of public assembly in other areas of the town.

51 (1) Off-street parking applicability. This section applies to:

---

<sup>1</sup> Additions to text are shown in underline. Deletions to text are shown in ~~strikethrough~~.

- 52 a. Uses within the SD-B40 zoning district where changes of use from service  
53 businesses to restaurant or retail occur; and
- 54 b. Religious places of public assembly located within the area depicted on the Public  
55 Assembly Places as set forth in subsection 90-41(d)(23) hereinabove.
- 56 (2) Options to satisfy parking requirements for uses specified in (1) above. Satisfaction of  
57 the off-street parking requirements may be achieved with the permission of the town  
58 commission through compliance with any combination of the following options:
- 59 a. On site provision of required parking spaces as more specifically set forth in  
60 subsection 90-77(c);
- 61 b. Tandem parking as more specifically set forth in subsection 90-77(d);
- 62 c. Joint use and off-site facilities as more specifically described in section 90-80. If  
63 parking is satisfied by agreement with a private third party, the town shall require  
64 an agreement in writing for an effective period of no less than five years. No less  
65 than 60 days prior to the expiration of such agreement, either a new agreement shall  
66 be in place or the owner of the property for which the parking is being provided  
67 shall receive the town's approval of the employment of one of the other prescribed  
68 options contained in this subsection. Failure to secure the town's approval of one or  
69 a combination of the prescribed options shall result in revocation of the owner's  
70 certificate of occupancy and certificate of use;
- 71 d. Shared parking; or
- 72 e. Payment of parking trust fee that can be used to finance the provision of parking  
73 whether through the purchase, construction or modification of parking facilities or  
74 to otherwise provide for additional parking as more specifically set forth in  
75 subsection 90-77(b)(4).
- 76 (3) *Modification of parking requirements.* In tandem with the use of options (2)c—e to  
77 satisfy parking requirements, requests may be made for a reduction in the minimum  
78 parking requirements which may be considered by the town upon receipt of an  
79 application from the owner of the site seeking a reduction as follows:
- 80 a. Minor reductions. Requests for a reduction of one to three required parking spaces  
81 may be approved by the town manager in consultation with the town planner as a  
82 de minimus reduction upon a finding that the applicant has utilized the options  
83 available in subsection 90-77(b)(2) above, to the greatest extent feasible. If the  
84 request is denied by the town manager, that decision may be appealed to the town  
85 commission.
- 86 b. Major reductions. The planning and zoning board shall hear requests for reductions  
87 in parking in excess of the town manager's authority under subsection (3)a  
88 hereinabove. Such requests shall be accompanied by a report prepared by the town  
89 manager and town planner and approved for legal sufficiency by the town attorney,  
90 analyzing existing and future parking demands, the availability of underutilized  
91 public parking spaces, and traffic circulation. The report prepared by the town  
92 manager and town planner and approved for legal sufficiency by the town attorney

will be based upon an independent study completed by a professional traffic engineer licensed in the State of Florida.

- c. Criteria for approval of major or minor reduction. Requests for reduction may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within 300 feet of the subject property along a practical and usable pedestrian route excluding residential districts.

If the request is denied by the planning and zoning board, that decision may be appealed to the town commission.

(4) Parking exemption. There is hereby created a "Parking Exemption Program".

- a. Program. For the period from [July 10, 2018 - Effective date of this Ordinance] to [July 10, 2019 - 1 year from the effective date of this Ordinance], first floor properties in the SD-B40 zoning district which are vacant as of [July 10, 2018 - Effective date of this Ordinance] shall not be required to provide parking spaces, beyond those currently provided for the property, for any additional parking spaces required by the following:

1. The development of currently vacant existing first floor square footage for a change of use to retail or restaurant use which creates a requirement for additional parking spaces;
2. The development of a new sidewalk café in conjunction with a new retail or restaurant occupancy in currently vacant space;
3. The development of second floor square footage for a change of use to retail or restaurant use which creates a requirement for additional parking spaces provided the second floor area is an integral part of and accessed solely from the interior of a connected first floor space.

- b. Application required. To qualify for the Parking Exemption Program, a parking exemption application must be submitted, in a form to be approved by the Town, with all supporting documentation as required by the application.

- c. Eligibility for Program.

1. Only properties vacant as of July 10, 2018 as identified by Town inventory dated July 10, 2018 are eligible for the Program.
2. The application for a parking exemption, and all supporting documents, including any applicable certificate of use, building permit or development approval applications, shall have been submitted and deemed to be complete by the Town prior to the Program expiration, and all required permits received



128 and the retail or restaurant space subsequently built and opened to the public  
129 within one year from approval of parking exemptions.

- 130 3. Eligibility is limited to first floor square footage which was existing and  
131 vacant as of July 10, 2018, which is changing use and will be utilized for  
132 retail, restaurant, or new sidewalk café space in conjunction with the new  
133 retail or restaurant occupancy of currently vacant space, or the occupancy of  
134 existing vacant second floor space for retail or restaurant use in conjunction  
135 with, and which is an integral part of and accessed solely from, the interior of  
136 a currently vacant connected first floor space.

137 d. Program guidelines.

- 138 1. Program duration. The Parking Exemption Program shall last for a period of  
139 one year, from July 10, 2018, to July 10, 2019. Notwithstanding the  
140 foregoing, the Town Commission, may, for any reason and in its sole  
141 discretion, discontinue this Parking Exemption Program at any point during  
142 the duration of the Program.

- 143 2. This Program does not allow the elimination of any existing parking spaces  
144 and exemptions cannot be obtained to replace existing parking.

- 145 3. This Program may not be used for new construction, expanded building area  
146 or for independently accessed, stand-alone second floor square footage.

- 147 4. Once parking exemptions are awarded, failure to complete construction and  
148 open to the public within one year of approval of any parking exemptions  
149 shall result in forfeiture of any parking exemptions obtained.

- 150 5. Status following end of Program.

- 151 i. Nonconforming. At the end of the Parking Exemption Program, all retail,  
152 restaurant, and sidewalk café area built under the Parking Exemption  
153 Program will become nonconforming use as to parking, and shall be  
154 subject to the requirements of the nonconforming use provisions of the  
155 Town's Code of Ordinances. Notwithstanding the foregoing, retail,  
156 restaurant and sidewalk café uses which were granted parking exemptions  
157 under this Program may be completely remodeled or rebuilt without  
158 providing additional parking, as originally permitted through the Parking  
159 Exemption Program, as long as it is the same business and use and the  
160 retail floor area or restaurant seating capacity is not increased. If floor  
161 area or seating capacity are increased, compliance with the parking  
162 requirements in effect at that time is required for the new floor area or

163                    seating capacity, through a mechanism available in the Code then in  
164                    effect.

165                    ii. Availability of exemptions to successor businesses. Parking exemptions  
166                    are granted to a specific business for a specific use and are not assignable  
167                    or transferable to another business, use, or property.

168       \* \* \*

169       (c) *Required parking table.* The number of off-street parking spaces that shall be required to  
170                serve each building or structure and use shall be determined in accordance with the  
171                following table:

Type of Residential Unit/Type of Use	Minimum Space Requirements
* * *	* * *
Grocery, fruit or meat market	1 space each 250 gross floor area
Retail store or Personal service establishment	1 space each 300 gross floor area
Office or Professional services use, except Financial institutions	1 space each 400 gross floor area
Medical or Dental uses	1 space each 300 gross floor area
Restaurants or other establishments for the consumption of food and beverages on the premises	1 space for every 4 seats
Financial institutions	1 space each 300 gross floor area
* * *	* * *

172       \* \* \*

173                **Section 3. Severability.** If any section, subsection, clause or provision of this Ordinance is  
174                declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be  
175                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 June, 2018.

**PASSED** and **ADOPTED** on second reading this 10<sup>th</sup> day of July, 2018.

On Final Reading Moved by: Vice Mayor Gielchinsky

On Final Reading Second by: Commissioner Karukin

**FINAL VOTE ON ADOPTION**

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


Absent  
yes  
yes  
yes  
yes

  
Daniel Dietch, Mayor

**ATTEST:**

  
Sandra Novoa, MMC, Town Clerk

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

209  
210   
211 Weiss Serota Helfman Cole & Bierman, P.L.,  
212 Town Attorney  
213

*Back up  
Item 4A2*

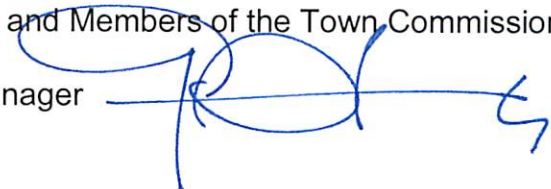
**Town Inventory of Vacant Properties in the Business District**  
**As of July 10, 2018**

<b>West Side</b>	<b>East Side</b>
<b>9472 Harding Avenue</b>	<b>9433 Harding Avenue</b>
<b>9488 Harding Avenue</b>	<b>9441 Harding Avenue</b>
<b>9588 Harding Avenue</b>	<b>9491 Harding Avenue</b>
	<b>262 95<sup>th</sup> Street</b>
	<b>9509 Harding Avenue</b>
	<b>9555 Harding Avenue</b>
	<b>9571 Harding Avenue</b>



## MEMORANDUM

ITEM NO. 9H

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** June 11, 2019  
**Subject:** Abbott Avenue Drainage

---

On January 8, 2019 the Town Commission (Commission) directed the Sustainability and Resiliency Committee (Committee) to review the three options for an Abbott Avenue Drainage Project (Attachment "A") and to provide a recommendation.

The Committee was presented with the options at its April 17, 2019 meeting. The minutes of that meeting are awaiting Committee approval and have yet to be provided to the Commission as part of a meeting agenda packet. However, by a unanimous vote, the Committee recommended that the Commission budget in Fiscal Year 2019/2020 for Option 1 as a first phase and proceed with Option 2, as second phase, if necessary.

Option 2 includes all of the components of Option 1 with one additional component that could be implemented as a phased approach if necessary.

Option 1:

- a) Provide additional curb inlets along Abbott Avenue between 90st Street and 92nd Street (Collection).
- b) Replace and upsize the existing conveyance pipes and storm inlets at 91st street /Abbott Avenue intersection (Collection & Transmission).
- c) Replace and upsize the existing conveyance pipes and storm inlets at 92nd street /Abbott Avenue intersection (Collection & Transmission).
- d) Provide 24" diameter conveyance pipe along Abbott Avenue between 91st street and the new proposed pump station (Transmission).
- e) Provide a Pump Station (2,250 GPM) at the intersection of Abbott Avenue and 92st Street discharging into Indian Creek by a 12" diameter force main (Discharge).
- f) The construction constraints for these improvements would be existing underground FPL/AT&T facilities along Abbott Avenue and existing Electric Poles behind back of curb. Relocation of FPL poles and underground FPL and AT&T facilities might be needed for these proposed improvements.

*Design and construction estimated cost at \$982,000 for 'a' through 'f'.*



Option 2 (must be preceded by Option 1's 'a' through 'f' if necessary):

- g) Provide three new pressurized drainage wells and a new pump station (10,500 GPM) at the west end of 92nd Street (Discharge).
- h) As an alternate option, the existing Pump Station at 92nd Street can be replaced with the new proposed pump station and the new pressurized drainage wells (Discharge).

*Design and construction estimated cost at \$738,000 for 'g' or 'h'.*

Therefore, from a planning and budgeting perspective Option 2 must be considered at a total design and construction estimated cost of \$1,720,000 for components 'a' through 'g' / 'h'.

Also, the Committee requested seeking potential grant funding and to not place any proposed pump station(s) in the rights-of-way perceived by residents to be their property.

If approved for next fiscal year, it is estimated that the procurement process would take six months, design and permitting within an additional twelve months and construction another twelve months – thirty months in total for completion.

The Town Administration is seeking Commission direction on this initiative. If this is to move forward, the Town Administration will provide more information on financing options and how to assess the necessity for Option 2 by the Special Town Commission Meeting on the Budget on July 9, 2019.

Reviewed by:

CB  
CK  
RS  
CW

Prepared by:

DET





## MEMORANDUM

ITEM NO.
----------

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** December 11, 2018 / January 8, 2019

**Subject:** Abbott Avenue Drainage Improvements

---

The Town of Surfside is located on a low-lying barrier island between Biscayne Bay and the Atlantic Ocean and is susceptible to flooding due to tides, high water table, low lying grounds.

Drainage improvements were completed by the Town in 2013 under a FEMA grant to address water quality issues prior to discharge to the Bay. While the project did provide quantity/conveyance/storage improvements incidental to the quality improvements, that was not the primary focus of that project.

Over the past few years the Town has received numerous complaints of water standing in the Abbott Avenue roadway during common rain events. In response to these complaints, the Town commissioned Calvin, Giordano and Associates, Inc. ("CGA") to perform a drainage study and prepare a report to identify the likely causes and recommended steps to mitigate or eliminate the standing water.

CGA has completed the study and has provided its report (Attachment "A" - Section Five of the Report), which concludes that the desired level of service, that will keep the streets dry at all times, for all drainage basins within the Town, cannot be met, but includes mitigating recommendations.

The options presented are:

**Option 1.**

- a) Replace and upsize the existing conveyance pipes and storm inlets at 91<sup>st</sup> Street/Abbott Avenue intersection.

- b) Replace and upsize the existing conveyance pipes and storm inlets at 92<sup>nd</sup> Street/Abbott Avenue intersection.
- c) Provide a Pump Station (2,250 GPM) at the intersection of Abbott Avenue and 92<sup>nd</sup> Street discharging into Indian Creek by a 12" diameter force main. The new 12" drainage FM shall be constructed in place of existing abandoned 8" WM along 92<sup>nd</sup> Street.
- d) Provide 24" diameter conveyance pipe along Abbott Avenue between 91<sup>st</sup> Street and the new proposed pump station.
- e) Provide additional curb inlets along Abbott Avenue between 90<sup>th</sup> Street and 92<sup>nd</sup> Street.
- f) The construction constraints for these improvements would be existing underground FPL/AT&T facilities along Abbott Avenue and existing Electric Poles behind back of curb. Relocation of FPL poles and underground FPL and AT&T facilities might be needed for these proposed improvements.

*Estimated cost including design, permitting and construction is \$982,000.*

### **Option 2.**

- a) Implementation of all improvements of Option 1.
- b) Provide three new pressurized drainage wells and a new pump station (10,500 GPM) at the west end of 92<sup>nd</sup> Street.
- c) As an alternative option, the existing Pump Station at 92<sup>nd</sup> Street can be replaced with the new proposed pump station and the new pressurized drainage wells.

*Estimated cost including design, permitting and construction is \$1,720,000.*

### **Option 3.**

- a) Implementation of all improvements of Options 1 and 2.
- b) Provide 48" conveyance Trunk line along 91<sup>st</sup> Street.
- c) This option will require extensive utility reconstruction/relocation and complete roadway restoration to construct the proposed 48" drainage pipe.

*Estimated cost including design, permitting and construction is \$4,971,000.*

Any of these options may be financed by one or more of the following:

1. Borrow for the project.
2. Use Stormwater reserves for the project.
3. Levy a special assessment on the properties that benefit from the improvement.
4. Use property tax revenues to fund the project.

From the consultant's report we can conclude that the fiscally prudent way to engage in these improvements is to start with Option 1, and evaluate the performance of these improvements, then consider the additional suggested improvements.

Town Administration is recommending to engage CGA to provide design and permitting services to facilitate the recommended improvements in Option 1, and budget funds to construct the improvements in the upcoming fiscal year's budget.

Reviewed by RS/GO

Prepared by CK

## SECTION FIVE

### STORMWATER MODELING – PROPOSED IMPROVEMENTS

#### 5.1 FLOOD ROUTING FOR PROPOSED IMPROVEMENTS

After evaluation of the existing conditions and ICPR model of the Town's master drainage system, CGA analyzed various alternatives and ICPR models to develop recommendations to help alleviate the deficiencies in the drainage system of Abbott Avenue.

The following general considerations were the basis to develop the recommendations:

- a) The improvements need to be permittable with all regulatory agencies and be in general compliance with current design criteria set-up for acceptable stormwater practices in SFWMD and DRER.
- b) The improvements need to provide a reliable upgrade and upsizing of the system to alleviate flood conditions.
- c) The improvements need to be cost effective.
- d) The improvements should not negatively impact adjacent properties.
- e) The improvements need to be maintainable by the operating entity or the Town's Public Works Department.
- f) The proposed improvements need to be feasible and achievable.

#### 5.2 PROPOSED IMPROVEMENTS

Various measures and solutions were researched to improve the existing flood protection level of service. The most appropriate solutions were incorporated into alternative ICPR models for proposed conditions. Please refer to **Appendix D**, **Appendix E**, and **Appendix F** for ICPR Models for Proposed Improvements. Based on the model results, CGA offers the following improvements to be implemented for the Abbott Avenue drainage system and Surfside master drainage system:

*Option 1:*

- a) Replace and upsize the existing conveyance pipes and storm inlets at 91<sup>st</sup> street /Abbott Avenue intersection.
- b) Replace and upsize the existing conveyance pipes and storm inlets at 92<sup>nd</sup> street /Abbott Avenue intersection.
- c) Provide a Pump Station (2,250 GPM) at the intersection of Abbott Avenue and 92<sup>nd</sup> Street discharging into Indian Creek by a 12" diameter force main. The new 12" drainage FM shall be constructed in place of existing abandoned 8" WM along 92<sup>nd</sup> Street.
- d) Provide 24" diameter conveyance pipe along Abbott Avenue between 91<sup>st</sup> street and the new proposed pump station.
- e) Provide additional curb inlets along Abbott Avenue between 90<sup>th</sup> Street and 92<sup>nd</sup> Street.
- f) The construction constraints for these improvements would be existing underground FPL/AT&T facilities along Abbott Avenue and existing Electric Poles behind back of curb. Relocation of FPL poles and underground FPL and AT&T facilities might be needed for these proposed improvements.

*Option 2:*

- a) Implementation of all improvements of Option 1.
- b) Provide three new pressurized drainage wells and a new pump station (10,500 GPM) at the west end of 92<sup>nd</sup> Street.
- c) As an alternate option, the existing Pump Station at 92nd Street can be replaced with the new proposed pump station and the new pressurized drainage wells.

*Option 3:*

- d) Implementation of all improvements of Option 1 and Option 2.
- e) Provide 48" conveyance Trunk line along 91<sup>st</sup> Street.
- f) This option will require extensive utility reconstruction/relocation and complete roadway restoration to construct the proposed 48" drainage pipe.

The above described improvements will significantly improve the existing level of service for high intensity short-duration storm events. However, due to the deficiencies of the overall master drainage system including insufficient number of pump stations and drainage wells, inadequate size of storm drains, inadequate number of storm inlets, the required level of service for all drainage basins will never be met. The preliminary construction cost estimate for these options is as follows:

Option 1	\$982,000
Option 2	\$1,720,000
Option 3	\$4,971,000

# **ABBOTT AVENUE DRAINAGE STUDY**

**TOWN OF SURFSIDE, FLORIDA**



# OBJECTIVE OF THE STUDY

Calvin, Giordano, and Associates, Inc. (CGA) has performed a drainage study to evaluate and assess the existing drainage conditions along Abbott Avenue from 90th Street to 96th Street and to offer recommendations for improvements to resolve issues with reported ponding and setting water. This report describes related information discovered during site reconnaissance and project research and provides options, based on computer modeling, which alleviate the flooding.





# MAGNITUDE OF FLOOD

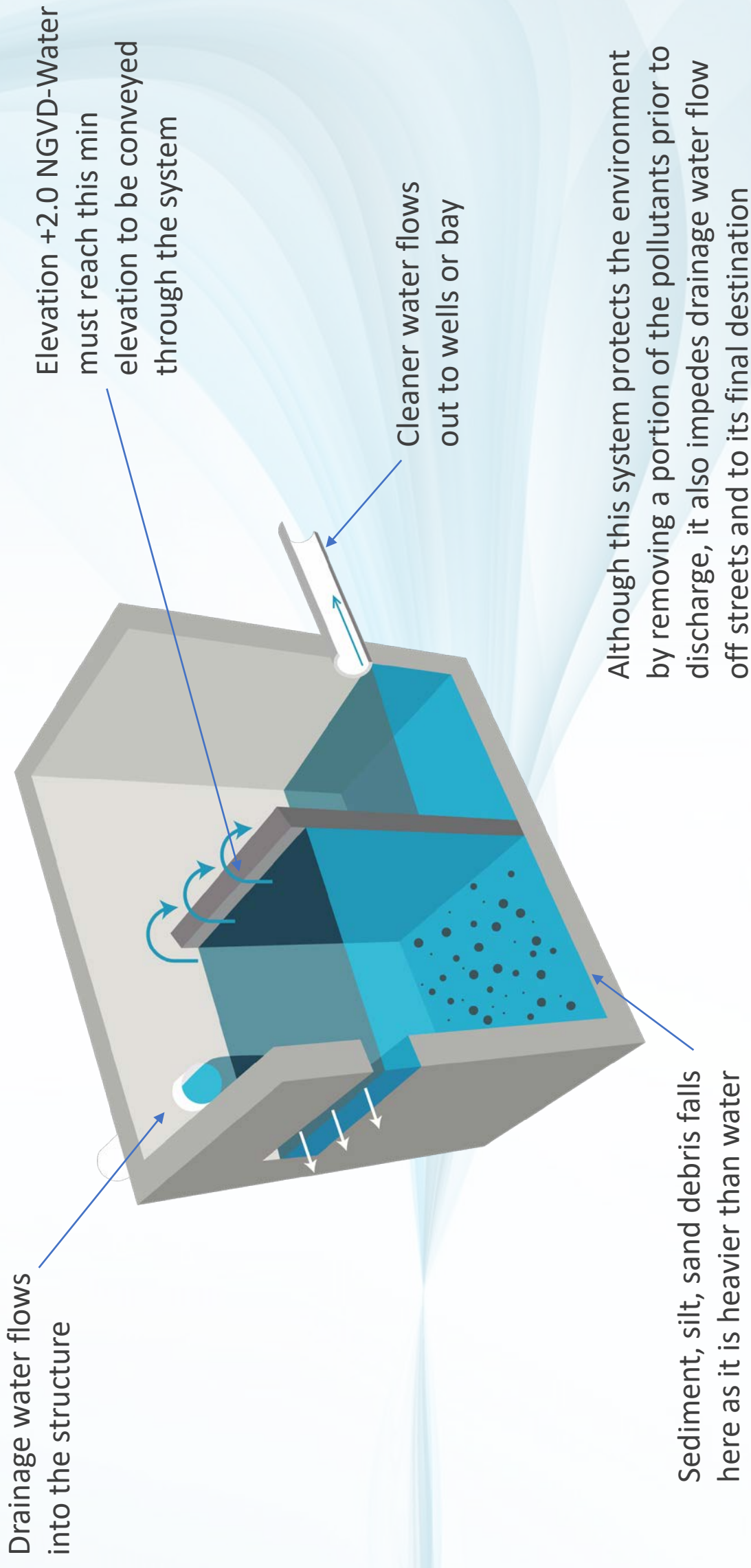
Flooding with an unspecified elevation and duration has been occurring in the subject site and the adjacent neighborhoods. Recent flood complaints and site observations suggest that the subject corridor experiences approximately 1 foot or higher flood waters during frequent short-duration, high-intensity ( $\pm 1$  inch/hour) rainfall events.



# BASIN CHARACTERISTICS

- The Town of Surfside is very low-lying area and the existing roadway elevations range from 2.80 feet NGVD to 5.50 feet NGVD on average.
- The average wet season ground water elevation is 1.60 feet NGVD. There are not sufficient number of storm inlets or catch basins to capture stormwater runoff.
- The stormwater conveyance system is insufficient and can't carry the stormwater runoff efficiently through the existing pipe network and outfalls.
- The existing pipe sizes range from 10" diameter to 36" diameter. All the pipe networks are restricted by physical weirs (Elevation 2 feet NGVD) at the outfall locations, which have been mandated by permit for the purpose of maintaining the water quality regulatory requirement.

# PERMIT REQUIRED WEIRS AND BAFFLES AND WHY



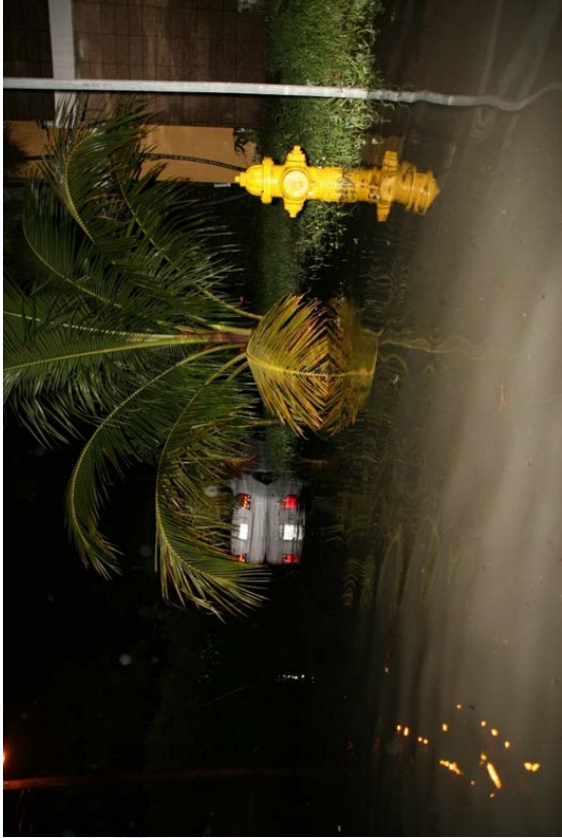


## BASIN CHARACTERISTICS (CONT.)

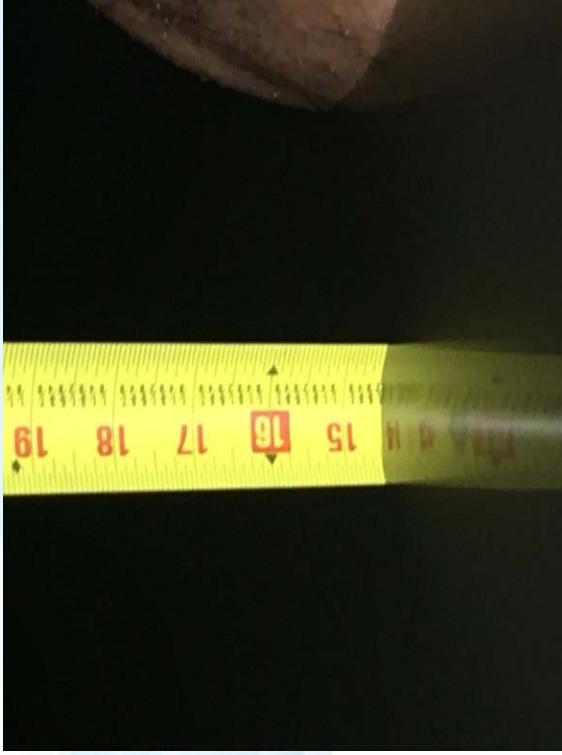
- The Town recently constructed three pump stations and nine drainage wells to improve the water quality of the receiving waters (by discharging the drainage water into wells rather than Bay).
- Project was completely funded by FDEP with their goal being reduction of pollutants and not stormwater conveyance. Project was confined to Bay Dr.
- Abbott Avenue is located along the east side of the Town, at the hydraulically most remote point of the drainage basin from the outfall discharge location. It is approximately 2,000 feet away from existing pump stations and outfalls.

# SUMMARY OF CAUSES OF FLOODING

- |  |  |
|--|--|
| 1. Abbott Avenue is, hydraulically, the most remote location from outfalls | 5. Inadequate number of existing catch basins or storm inlets                    |
| 2. Flat roadway profile and low grades                                     | 6. Presence of permit-mandated water quality weirs within the control structures |
| 3. Naturally high ground water elevation                                   | 7. Capacity of the master drainage system  |
| 4. Insufficient size of existing conveyance pipe                           |  |



ABBOTT AVE AT 91ST STREET, OCTOBER 3, 2016  
(ESTIMATED 3.0 INCHES OF RAIN )



91ST STREET AT ABBOTT AVE INTERSECTION, OCTOBER 3, 2016  
(ESTIMATED 3.0 INCHES OF RAIN)

# LEVEL OF SERVICE (LOS) FOR ROADWAY

The following are the expected level of service:

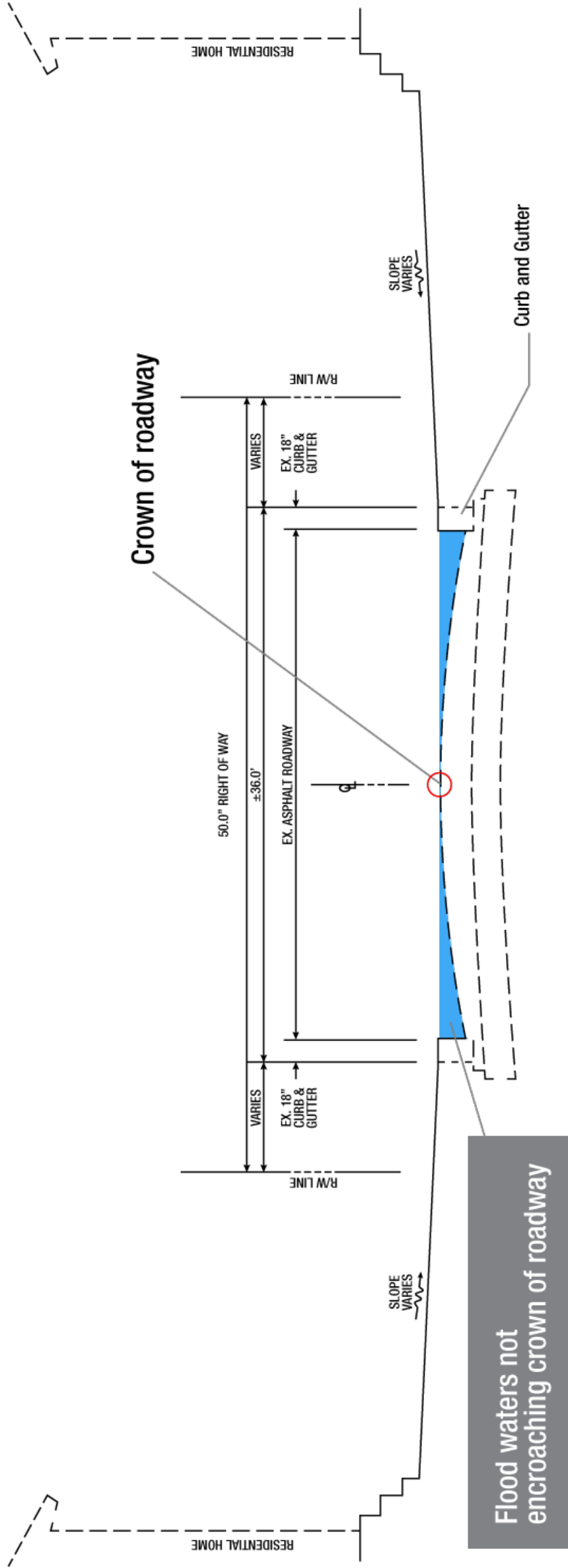
1. Flood elevation or storm stage resulting from 5-year design storm events shall not encroach up to the roadway crown elevation.
2. Roadway spread resulting from 4 inch/hour intensity storm shall not encroach more than half of the travel lane width.
3. Hydraulic grade line resulting from 3-year 1-hour design storm shall not exceed the storm inlet grate elevation.



ABBOTT AVE, JUNE 7, 2017  
(ESTIMATED 1.5 INCHES OF RAIN)

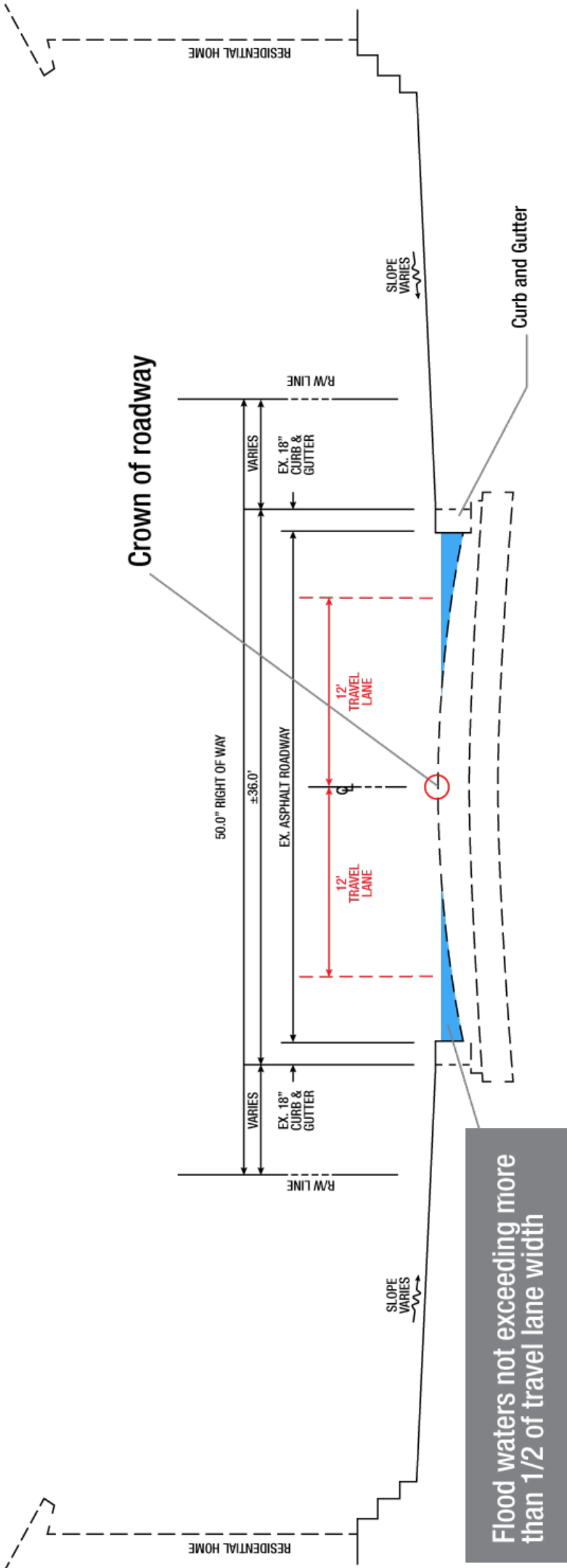


ABBOTT AVE, JULY 23, 2018  
(ESTIMATED 1.0 INCHES OF RAIN)

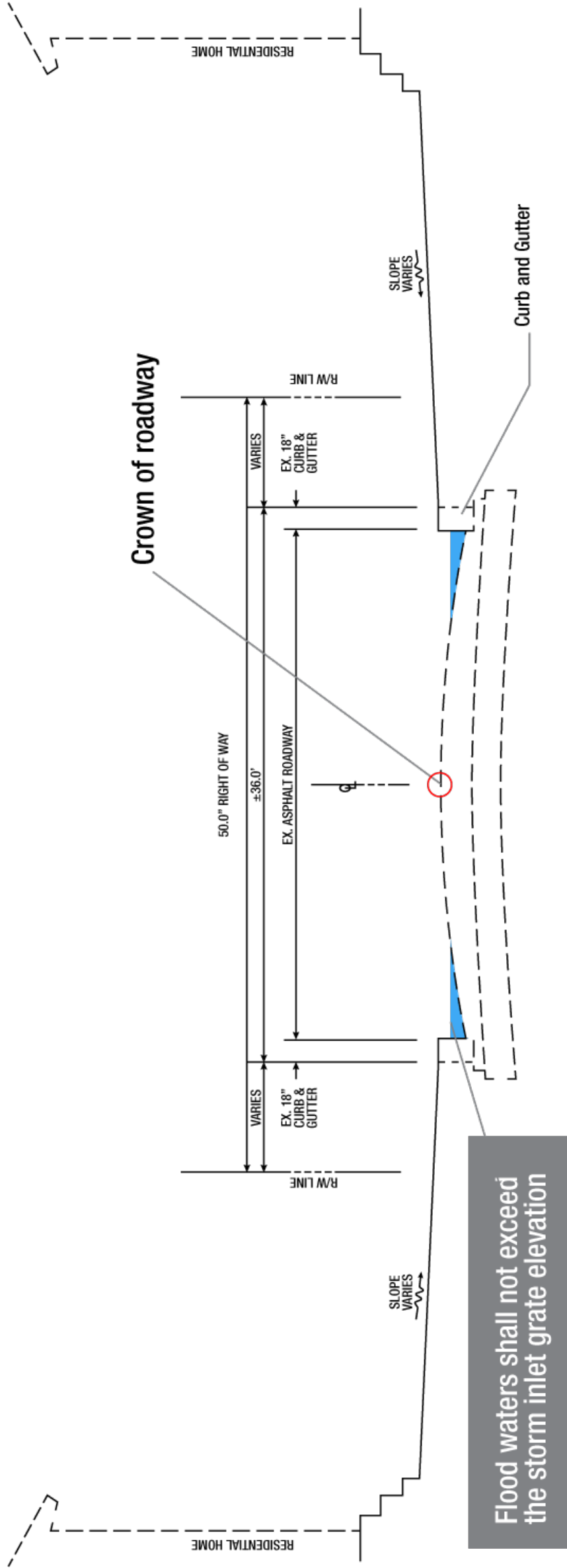


# LOS 1 - FLOOD ELEVATION OR STORM STAGE RESULTING FROM 5-YEAR DESIGN STORM EVENTS





# LOS 2 - ROADWAY SPREAD RESULTING FROM 4" PER HOUR INTENSITY STORM



## LOS 3 - HYDRAULIC GRADE LINE RESULTING FROM A 3-YEAR 1-HOUR DESIGN STORM

# WHAT IS REQUIRED FOR PROPER DRAINAGE

Every drainage system has 3 parts:

**Collection      Transmission      Discharge**

These 3 parts work like links in a chain, and will only operate to a level of service as good as the weakest link in the chain.

## **Collection:**

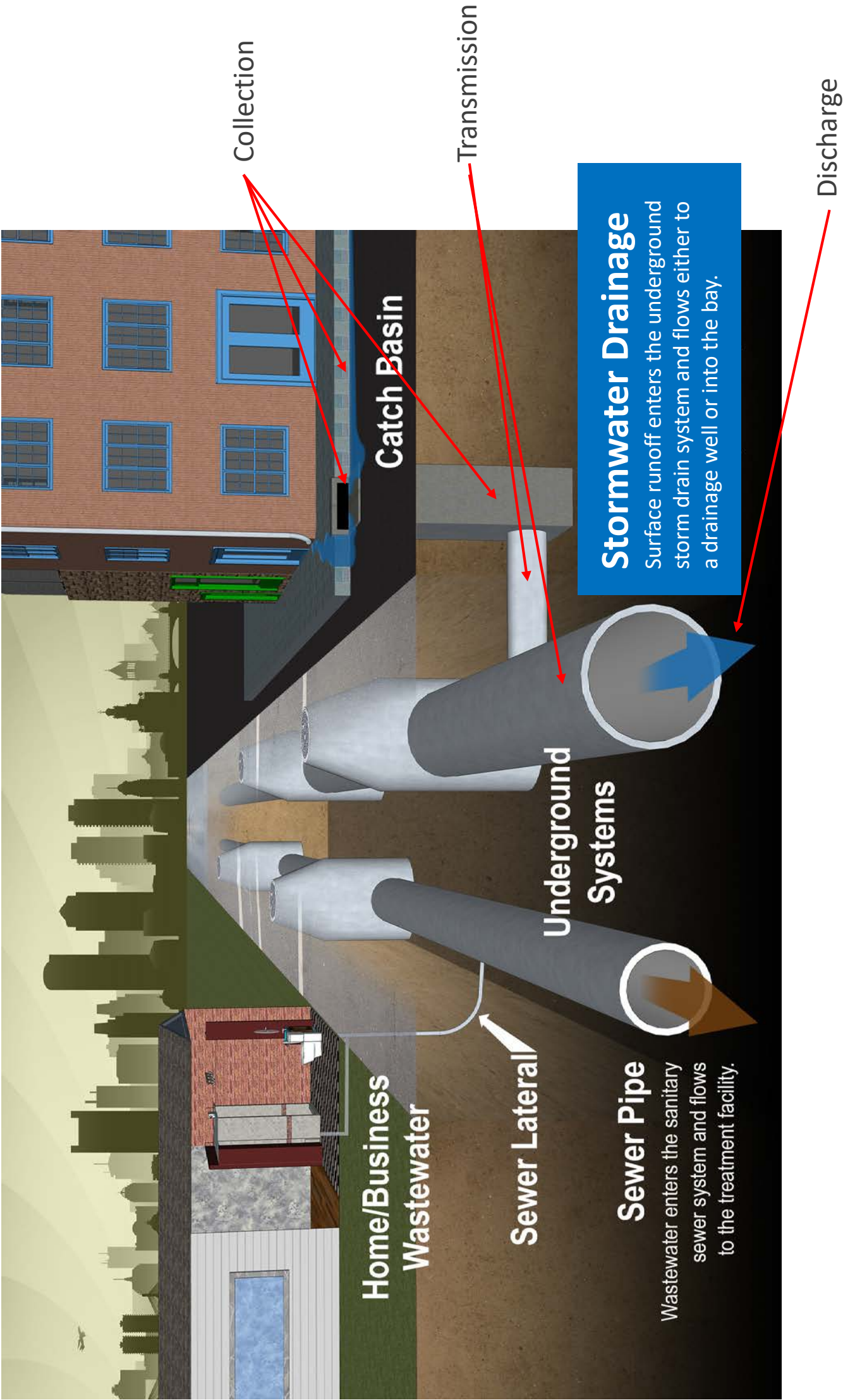
This link determines how the storm water gets into the pipes and consists of road slope and elevation, curb and gutter layout and design and drainage inlets and catch basins.

## **Transmission:**

This link determines how the storm water is transmitted from the roadways to its final destination and it consists of the drainage pipes, structures, weirs, baffles and pump stations.

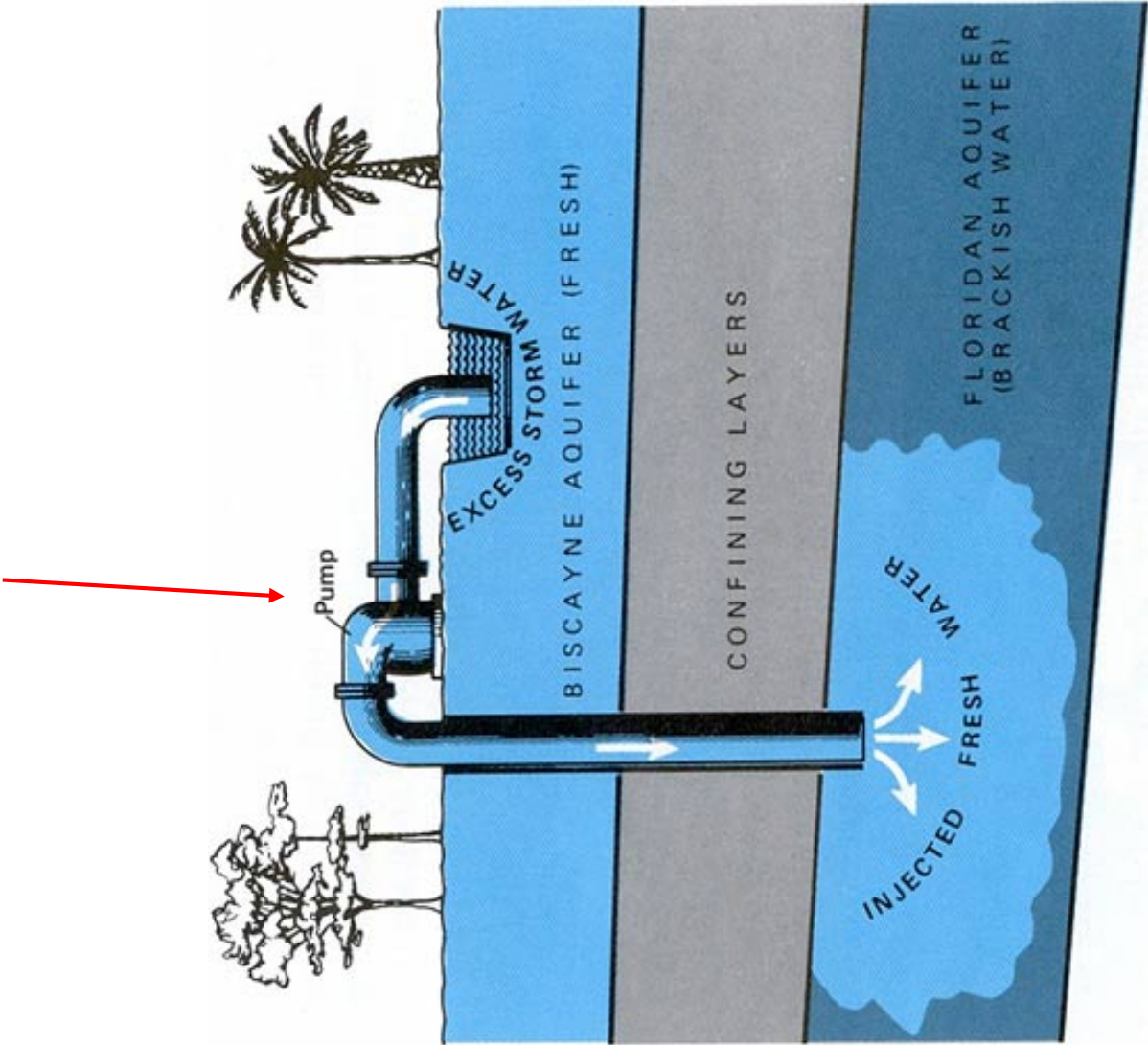
## **Discharge:**

This link determines how and where the stormwater ends up and consists of drainage wells, pump stations and Bay outfall discharge pipes. Improving one link while ignoring the others may only have a marginal impact on the Town's Level of Service Improvement.





Discharge



# PROPOSED IMPROVEMENTS

- The study reveals that, regardless of the proposed improvements, complete level of service compliance is not feasible, and the identified deficiencies can't be completely eliminated.
- The study also reveals that noticeable improvements in level of service may be achieved by implementing any one or a combination of the following improvements:
  1. increasing conveyance pipe sizes (Transmission),
  2. increasing the number of storm inlets (Collection),
  3. increasing the roadway profile slope (Collection),
  4. adding a pump station at 92nd Street and Abbott Avenue intersection discharging into the Indian Creek (Discharge),
  5. adding a pump station and 3 associated drainage wells at the west end of 92nd Street, or replacing the existing pump station of 92nd Street with a new-higher capacity pump Station and drainage wells (Transmission and Discharge).

## OPTION 1 IMPROVEMENTS:

- a) Provide additional curb inlets along Abbott Avenue between 90st Street and 92nd Street (Collection).
- b) Replace and upsize the existing conveyance pipes and storm inlets at 91st street /Abbott Avenue intersection (Collection & Transmission).
- c) Replace and upsize the existing conveyance pipes and storm inlets at 92nd street /Abbott Avenue intersection (Collection & Transmission).
- d) Provide 24” diameter conveyance pipe along Abbott Avenue between 91st street and the new proposed pump station (Transmission).
- e) Provide a Pump Station (2,250 GPM) at the intersection of Abbott Avenue and 92st Street discharging into Indian Creek by a 12” diameter force main (Discharge).
- f) The construction constraints for these improvements would be existing underground FPL/AT&T facilities along Abbott Avenue and existing Electric Poles behind back of curb. Relocation of FPL poles and underground FPL and AT&T facilities might be needed for these proposed improvements.



# EXISTING UTILITY CONSTRAINTS

**Color Code for:**  
Marking Excavation Sites & Underground Facilities

PROPOSED EXCAVATION	TEMPORARY SURVEY MARKINGS
ELECTRIC	GAS - OIL - STEAM CHEMICAL
COMMUNICATION CATV	WATER
RECLAIMED WATER IRRIGATION SLURRY	SEWER



**Know what's below.  
Call before you dig.**





# EXISTING UTILITY CONSTRAINTS



ABBOTT AVE AT 92ND STREET (LOOKING SOUTH)



EXISTING GAS MAIN, WATER MAIN,  
FPL AND AT&T DUCT BANKS ALONG ABBOTT AVE



ABBOTT AVENUE AT 92ND STREET (LOOKING NORTH)



FPL POLES BEHIND BACK OF CURB

**OPTION 2 IMPROVEMENTS:**

- a) Implementation of all improvements of Option 1.
- b) Provide three new pressurized drainage wells and a new pump station (10,500 GPM) at the west end of 92nd Street (Discharge).
- c) As an alternate option, the existing Pump Station at 92nd Street can be replaced with the new proposed pump station and the new pressurized drainage wells (Discharge).

**OPTION 3 IMPROVEMENTS:**

- d) Implementation of all improvements of Option 1 and Option 2.
- e) Provide 48” conveyance Trunk line along 91st Street (Transmission).
- f) This option will require extensive utility reconstruction/relocation and complete roadway restoration to construct the proposed 48” drainage pipe.

**COST ESTIMATE FOR OPTIONS:**

Construction and design cost for option 1	\$982,000*
Construction and design cost for option 2	\$1,720,000*
Construction and design cost for option 3	\$4,971,000*

\*Subject to cost fluctuations due to timing of RFP/Bidding and current market conditions.



# OPTION #1

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE MAT. & LAB	ESTIMATED AMOUNT
1	Mobilization	1	LS	5%	\$26,905.00
2	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00
3	Pavement Marking & Signage	1	LS	\$5,000.00	\$5,000.00
4	Landscape and Irrigation	1	LS	\$10,000.00	\$10,000.00
5	Clearing & Grubbing	1	LS	\$20,000.00	\$20,000.00
6	Erosion Control	1	LS	\$5,000.00	\$5,000.00
7	Storm Inlets	17	EA	\$4,000.00	\$68,000.00
8	Storm Manholes	5	EA	\$4,000.00	\$20,000.00
9	15"/18" RCP w/ Trench Restoration	400	LF	\$62.00	\$24,800.00
10	24" RCP w/ Trench Restoration	900	LF	\$73.00	\$65,700.00
11	48" RCP w/ Trench Restoration	0	LF	\$150.00	\$0.00
12	Milling & Resurface	1	LS	\$20,000.00	\$20,000.00
13	Drainage Pump Station	1	LS	\$100,000.00	\$100,000.00
14	12" HDPE Drainage FM	2,000	LF	\$85.00	\$170,000.00
15	Modified Curb & Gutter	900	LF	\$19.00	\$17,100.00
16	Swale / SOD restoration	1,000	SY	\$2.50	\$2,500.00
17	Utility Adjustment/Relocation	1	LS	\$100,000.00	\$100,000.00
				<b>SUBTOTAL</b>	<b>\$665,005.00</b>
				<b>TOTAL</b>	<b>\$665,005.00</b>
				20% Contingency =	\$133,001.00
				Design/Permitting Services (13%) =	\$103,740.78
				Construction Engineering & Inspection Services (10%) =	\$79,800.60
				<b>Cost Total</b>	<b>\$981,547.38</b>

# OPTION #2

ITEM		QTY.	UNIT	UNIT PRICE	MAT. & LAB	ESTIMATED AMOUNT
NO.	DESCRIPTION					
1	Mobilization	1	LS		5%	\$26,905.00
2	Maintenance of Traffic	1	LS		\$10,000.00	\$10,000.00
3	Pavement Marking & Signage	1	LS		\$5,000.00	\$5,000.00
4	Landscape and Irrigation	1	LS		\$10,000.00	\$10,000.00
5	Clearing & Grubbing	1	LS		\$20,000.00	\$20,000.00
6	Erosion Control	1	LS		\$5,000.00	\$5,000.00
7	Storm Inlets	17	EA		\$4,000.00	\$68,000.00
8	Storm Manholes	5	EA		\$4,000.00	\$20,000.00
9	15"/18" RCP w/ Trench Restoration	400	LF		\$62.00	\$24,800.00
10	24" RCP w/ Trench Restoration	900	LF		\$73.00	\$65,700.00
11	48" RCP w/ Trench Restoration	0	LF		\$150.00	\$0.00
12	Milling & Resurface	1	LS		\$20,000.00	\$20,000.00
13	Drainage Pump Station	1	LS		\$100,000.00	\$100,000.00
14	12" HDPE Drainage FM	2,000	LF		\$85.00	\$170,000.00
15	Modified Curb & Gutter	900	LF		\$19.00	\$17,100.00
16	Swale / SOD restoration	1,000	SY		\$2.50	\$2,500.00
17	Utility Adjustment/Relocation	1	LS		\$100,000.00	\$100,000.00
18	3- 24" dia drainage wells and pump station system	1	LS		\$500,000.00	\$500,000.00
				SUBTOTAL		
				TOTAL		
				20% Contingency =		
				Design/Permitting Services(13% )=		
				Construction Engineering & Inspection Services(10% )=		
				Cost Total		
				\$1,165,005.00		
				\$1,165,005.00		
				\$233,001.00		
				\$181,740.78		
				\$139,800.60		
				\$1,719,547.38		

# OPTION #3

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	MAT. & LAB	ESTIMATED AMOUNT
1	Mobilization	1	LS		5%	\$53,122.10
2	Maintenance of Traffic	1	LS		\$50,000.00	\$50,000.00
3	Pavement Marking & Signage	1	LS		\$20,000.00	\$20,000.00
4	Landscape and Irrigation	1	LS		\$30,000.00	\$30,000.00
5	Clearing & Grubbing, Demolition	1	LS		\$200,000.00	\$200,000.00
6	Erosion Control	1	LS		\$20,000.00	\$20,000.00
7	Storm Inlets	12	EA		\$4,000.00	\$48,000.00
8	Storm Manholes	2	EA		\$4,000.00	\$8,000.00
9	15"/18" RCP w/ Trench Restoration	216	LF		\$62.00	\$13,392.00
10	24" RCP w/ Trench Restoration	900	LF		\$73.00	\$65,700.00
11	48" RCP w/ Trench Restoration	2,000	LF		\$150.00	\$300,000.00
12	Milling & Resurface	1	LS		\$20,000.00	\$20,000.00
13	Drainage Pump Station	1	LS		\$100,000.00	\$100,000.00
14	12" HDPE Drainage FM	2,000	LF		\$85.00	\$170,000.00
15	Modified Curb & Gutter	900	LF		\$19.00	\$17,100.00
16	Swale / SOD restoration	100	SY		\$2.50	\$250.00
17	Utility Adjustment/Relocation	1	LS		\$100,000.00	\$100,000.00
18	3- 24" dia drainage wells and pump station system	1	LS		\$300,000.00	\$300,000.00
19	Additional Drainage Structures	44	EA		\$8,000.00	\$352,000.00
20	Additional Roadway Restoration	1	LS		\$500,000.00	\$500,000.00
21	Additional Utility Relocation/Adjustment	1	LS		\$1,000,000.00	\$1,000,000.00
				SUBTOTAL		\$3,367,564.10
				TOTAL		\$3,367,564.10
				20% Contingency =		\$673,512.82
				Design/Permitting Services(13% )=		\$525,340.00
				Construction Engineering & Inspection Services(10% )=		\$404,107.69
				Cost Total		\$4,970,524.61

# Resultant Road Flooding Depth above Edge of Pavement (5 Year Frequency Storm\*\*)

Areas of Concern/ Sub-Basin	Existing Flooding Conditions	Inches of Flooding Option 1	Inches of Flooding Option 2	Inches of Flooding Option 3
Abbott Ave (Basin 3)	10.68" to 16.08"	9.84" to 15.60"	5.16" to 12.00"	3.48" to 9.60"
	11.88" to 17.28"	11.04" to 16.80"	8.40" to 13.20"	5.52" to 10.80"

\*\*The rainfall depths of 5-year/1-hour and 5-year/24-hour storm events are 3.20 inches and 6.50 inches respectively.



# Resultant Road Flooding Depth above Road Crown (5 Year Frequency Storm\*\*)

Areas of Concern/ Sub-Basin	Existing Flooding Conditions	Inches of Flooding Option 1	Inches of Flooding Option 2	Inches of Flooding Option 3
Abbott Ave (Basin 3)	0.00" to	0.00" to	0.00" to	0.00" to
	5.28"	4.80"	1.20"	0.00"
Abbott Ave (Basin 4)	1.08" to	0.24" to	0.00" to	0.00" to
	6.48"	6.00"	2.40"	0.00"

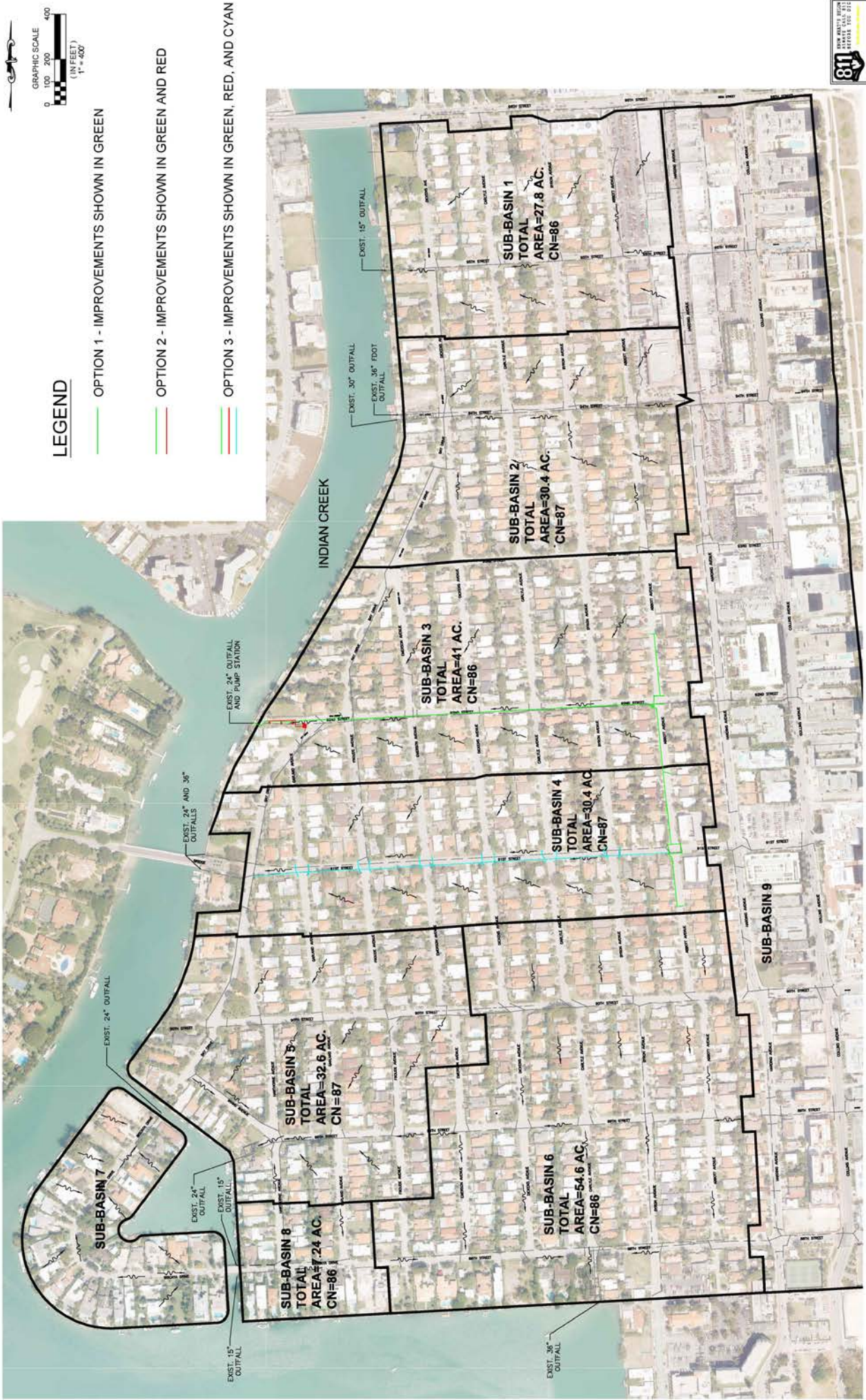
\*\*The rainfall depths of 5-year/1-hour and 5-year/24-hour storm events are 3.20 inches and 6.50 inches respectively.







File Name: P:\Projects\2018\181150 Surfside Abbott Ave. Drainage Study\Final Drawings\0-XX-DRAINAGE MAP.dwg - (Printed by: Kathryn Kuepfer on Wednesday, October 17, 2018 4:15:55 PM)

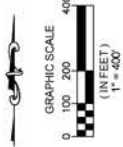


LEGEND

OPTION 1 - IMPROVEMENTS SHOWN IN GREEN

OPTION 2 - IMPROVEMENTS SHOWN IN GREEN AND RED

OPTION 3 - IMPROVEMENTS SHOWN IN GREEN, RED, AND CYAN



811  
NEW ARMY EDITION  
447663 700 011

SCALE  
NYS  
PROJECT No.  
181150

DATE: 10/01/18

EXH8

PROPOSED DRAINAGE BASIN MAP

SURFSIDE ABBOTT AVE. DRAINAGE STUDY

SURFSIDE, FLORIDA

Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS  
10000 N. 15th Ave., Suite 100  
Miami, FL 33156  
Phone: 305.432.2700 • Fax: 305.432.2807  
Certificate of Authorization 514

REVISION

BY

NO

DATE

REVISION

BY

NO

DATE

STATE OF FLORIDA PROFESSIONAL ENGINEER  
LICENSE No. 17940

DATE: 10/01/18

EXH8



# RECOMMENDATIONS

It is recommended that improvements be constructed as presented in this analysis with an emphasis on practical improvement, not in an attempt to meet the full level of service requirements.

Option 1 will provide a mechanism to remove stormwater from Abbott Ave with some reduction of peak stages. However, it does not provide full level of service requirements. The ICPR model indicates that the peak stages resulting from 5-year/1-hour and 5-year/24-hour storm events reach the road crown elevation along Abbott Ave.

## RECOMMENDATIONS (CONT.)

Option 2 should be viewed as a necessary part of reducing flood stages and is recommended by this drainage study. Pipes or pipe replacement sizes would be subject to further design analysis and practical matters like existing utility conflicts. The ICPR model indicates that the peak stages resulting from 5-year/1-hour storm are below the road crown elevation. However, the peak stages resulting from 5-year/24-hour storm events reach the road crown elevation along Abbott Ave.

Due to the magnitude of site disturbance and total reconstruction required of roadways, drainage and existing utilities, Option 3 is not recommended by this study. However, it can be considered if the Town desires to make incremental improvements to its master drainage system over time with the ultimate goal of eventually meeting the level of service requirements at some point in the future.

F:\Project\2018\101100 Surfside Abbott Ave. Drainage Study\Drawings\101100\_C-STM-011.dwg - (Plotted by: kolmanne kuppy on Friday, October 12, 2018 4:55:50 PM)



PROPOSED  
18" RCP

PROPOSED  
24" RCP



NO	DATE	REVISION	BY	REASON

Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™  
1000 Highway 70, Suite 100, Mississauga, Ontario L4V 1N1  
Phone: 905.276.1111 • Fax: 905.276.1112  
Certificate of Authorization 514

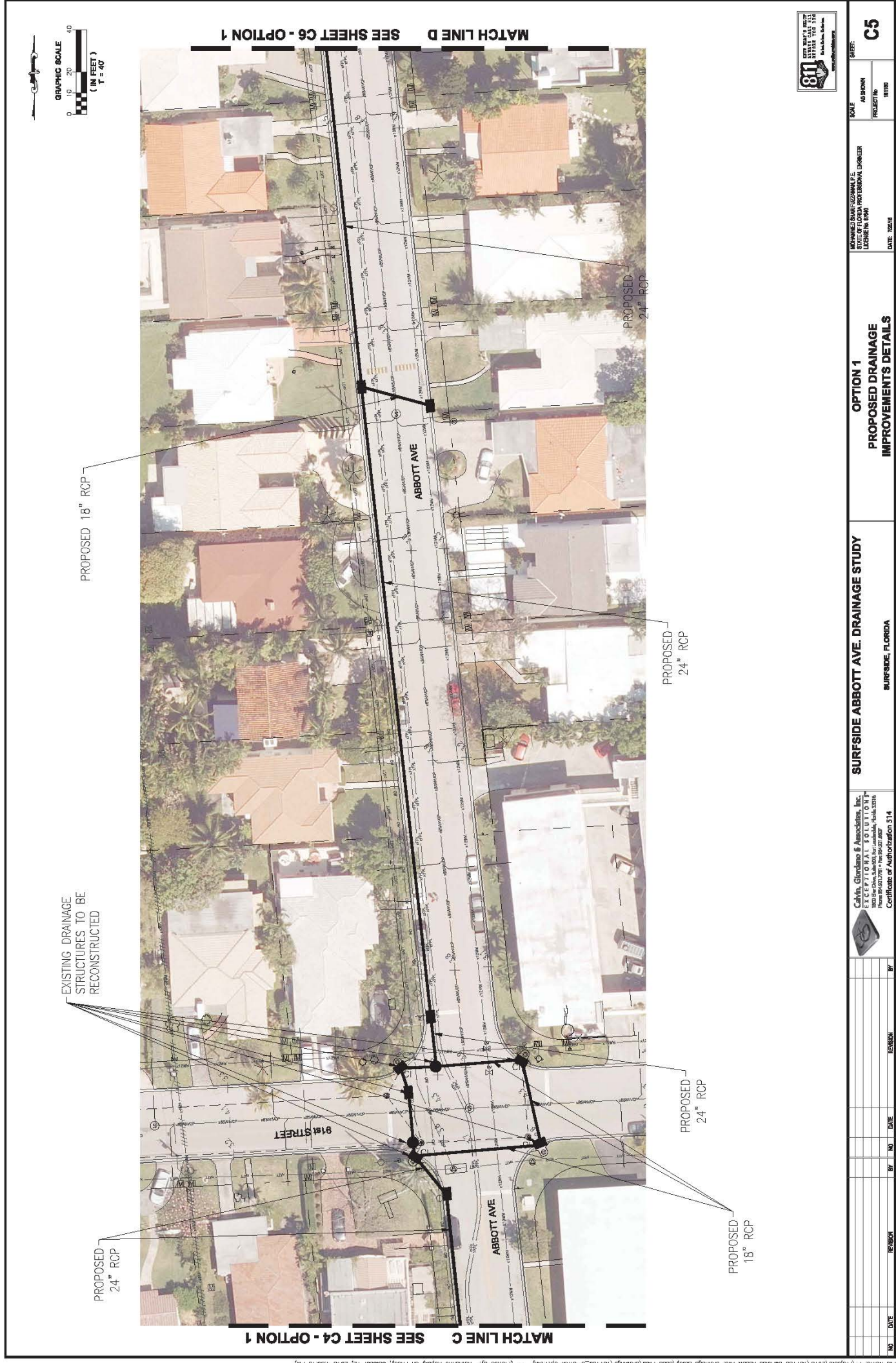
**SURFSIDE ABBOTT AVE. DRAINAGE STUDY**  
  
SURFSIDE, FLORIDA

**OPTION 1  
PROPOSED DRAINAGE  
IMPROVEMENTS DETAILS**

FORWARD: BARRY COZZANO, P.E.  
STATE OF FLORIDA PROFESSIONAL ENGINEER  
LICENSE NO. 69460  
DATE: 10/20/18

SCALE: AS SHOWN  
PROJECT NO.: 101100  
SHEET: **C4**





SCALE: AS SHOWN  
PROJECT No. 111100  
DATE: 12/20/18

OPTION 1  
PROPOSED DRAINAGE  
IMPROVEMENTS DETAILS

SURFSIDE ABBOTT AVE. DRAINAGE STUDY  
SUNBELT, FLORIDA

Calvin, Glendon & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™  
111100 Surfside Abbott Ave. Drainage Study  
Phone: 813.437.7771 • Fax: 813.437.8887  
Certificate of Authorization 514

NO DATE REVISION BY



F:\Project\2018\101100 Surfside Abbott Ave. Drainage Study\Drawings\101100-0-STM-001.dwg - (Plotted by: kaimhorne.krupay on Friday, October 12, 2018 4:56:39 PM)

EXISTING DRAINAGE  
STRUCTURES TO BE  
RECONSTRUCTED

PROPOSED  
LIFT STATION



SEE SHEET C5 - OPTION 1

SEE SHEET C7 - OPTION 1

PROPOSED  
24" RCP

PROPOSED  
24" RCP

PROPOSED  
18" RCP

EXISTING DRAINAGE  
STRUCTURES TO BE  
RECONSTRUCTED

PROPOSED  
18" PIPE



NO	DATE	REVISION	BY	DATE	REVISION	BY

Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™  
1000 Highway 70, Suite 100  
P.O. Box 9000, Mississauga, Ontario L4N 7B1  
Phone: (905) 276-1111 • Fax: (905) 276-1112  
Certificate of Authorization 514

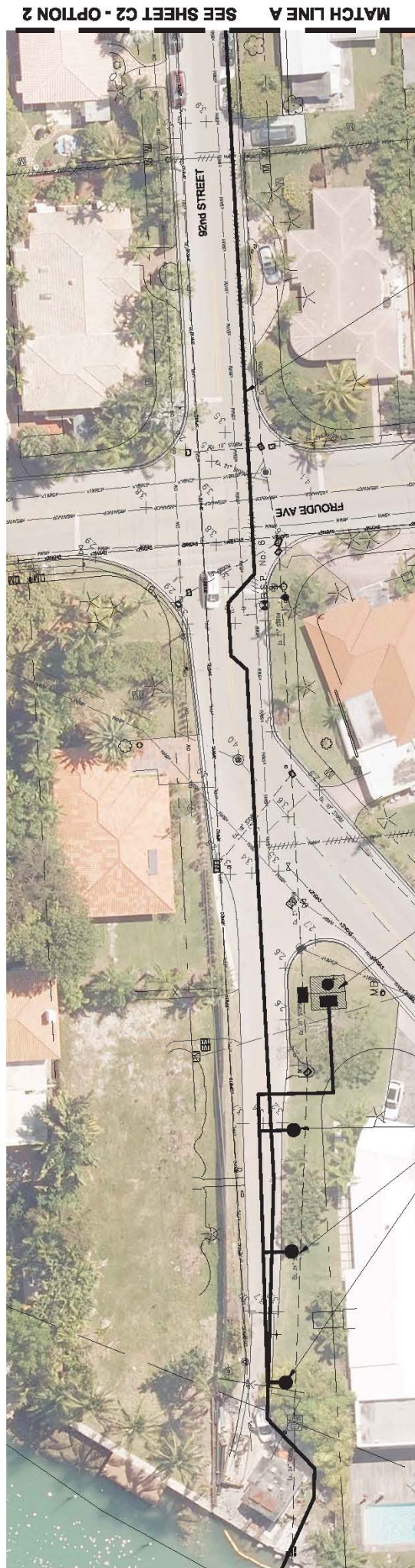
**SURFSIDE ABBOTT AVE. DRAINAGE STUDY**  
SURFSIDE, FLORIDA

**OPTION 1**  
**PROPOSED DRAINAGE**  
**IMPROVEMENTS DETAILS**

SCALE: AS SHOWN  
PROJECT NO: 101100  
DATE: 10/20/18  
DESIGNED BY: KAIMHORNE KRUPAY  
CHECKED BY: KAIMHORNE KRUPAY  
STATE OF FLORIDA PROFESSIONAL ENGINEER  
LICENSE NO. 69460

SHEET: **C6**





PROPOSED 12" HDPE  
DRAINAGE FORCE MAIN

PROPOSED LIFT  
STATION

PROPOSED DRAINAGE WELLS

 <p>Calvin, Giordano &amp; Associates, Inc. EXCEPTIONAL SOLUTIONS 1800 West Chas. Lake Rd.   Fort Lauderdale, Florida 33316 Phone 954.573.7781 • Fax 954.527.4867</p> <p>Certification Authorization 514</p>	<p><b>SURFSIDE ABBOTT AVE. DRAINAGE STUDY</b></p> <p><b>OPTION 2</b></p> <p><b>PROPOSED DRAINAGE</b></p> <p><b>IMPROVEMENTS DETAILS</b></p> <p><b>SURFSIDE, FLORIDA</b></p>										<p>SCALE</p> <p>AS SHOWN</p> <p>PROJECT NO.</p> <p>DATE: 10/27/24</p>	<p>SHEET:</p> <p><b>C1</b></p>
	<p>APPROVED BY: CALVIN GIORDANO, P.E.</p> <p>STATE OF FLORIDA PROFESSIONAL ENGINEER</p> <p>LICENSE NO. 15427</p>											



## MEMORANDUM

ITEM NO. 9I

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** June 11, 2019

**Subject:** Epinephrine Auto-Injectors (EpiPen) Policy Discussion

The request for consideration to the Town of Surfside stocking EpiPens was first brought to the Parks and Recreation Committee members on November 26, 2018. Commission liaison, Commissioner Tina Paul, was asked to bring the item forward for Commission direction. Since then, the Parks and Recreation Department has researched the operational feasibility of Surfside stocking and administering EpiPens for severe allergic reactions. Through professional outreach and contact with the Florida Recreation and Parks Association and other municipalities, we have been unable to identify any municipality within the State of Florida that currently has an EpiPen program in place.

The Florida League of Cities (League) was also contacted to ascertain if it was aware of any municipalities that had/have implemented an EpiPen program; the League was not aware of any existing programs. Additionally, the League informed the Town there would be significant liability upon the Town should a non-medical personnel administer the pen acting in the capacity of a Town employee.

The following information has been ascertained by the Parks and Recreation Department:

- Miami-Dade County Public Schools does not have an EpiPen program in place.
- The State of Florida has adopted Sections 381.88 and 381.885, Florida Statutes, governing emergency administration of EpiPens. In order to stock and administer EpiPens, an "authorized health care practitioner" is required to prescribe the EpiPen in the name of the "authorized entity". The Office of the General Counsel, Florida Department of Health, has advised and confirmed that the Town of Surfside and the Community Center appear to meet the statutory definition of an "authorized entity" who may acquire and stock EpiPens pursuant to a prescription. When asked as to how the Town would obtain a prescription for the EpiPens from an "authorized health care practitioner", the Department of Health would not provide legal advice on how to obtain a prescription on behalf of the Town of Surfside, and indicated that the individual certified pursuant to Section 381.88, Florida Statutes, would obtain a prescription from their health care provider. The authorized entity would



designate employees or agents who have undergone training and have obtained a certification to administer life-saving treatment as responsible for the storage, maintenance, administration and general oversight of the EpiPens acquired by the authorized entity.

- Lifeguard certifications do not cover the administration of the EpiPens; however, lifeguards are trained to assist an individual self-administering an EpiPen.
- Current job descriptions do not require the American Red Cross EpiPen training; therefore, training, job duties and reclassification will be necessary, resulting in a one-time total cost of \$16,500.
  - o EpiPen Program Supervision: Superintendent and Aquatics Supervisor
    - Responsible for organized program implementation, ensuring integrity and delivery standards are met, organizing regular staff trainings, purchasing and stocking the products, monitoring the condition of the prescriptions and overall day-to-day program supervision.
  - o EpiPen Administration Staff: Ten current Full Time Parks and Recreation staff members, subject to expand coverage to include Part Time staff.
    - Responsible for participating in all required EpiPen trainings and for administration of injection according to regulated training should a patron or visitor experience anaphylaxis.
- The American Red Cross offers a 45-minute training course that would certify staff to administer the EpiPens.
  - Anyone of any age can receive the American Red Cross EpiPen administration certification, not limiting the certification to lifeguards exclusively.
- Eligible Staff would then have to be approved and certified by the State:
  - In order to be approved and certified by the State, each applicant must be 18 years or older (not all of the lifeguards and staff are over 18 years of age), must successfully complete an educational training program or hold a current state emergency medical technician certification.
- Thorough trainings and certification would be vital for the personnel.

Examples such as the inherent risks in applying an EpiPen if not needed would be identified. This wrongful administration would present the risk including, but not limited to: increased heart rate, local reactions, injection site pallor, coldness and hypesthesia or injury at the injection site resulting in bruising, bleeding, discoloration, erythema or skeletal injury.

- The breakdown of the cost below is only the upfront cost of training and obtaining certifications and purchasing the EpiPens.

American Red Cross course:

Department of Health certification:

*\$10 for certification (2 years)  
45 minutes*

*\$25 (2 years)  
Expires March 1<sup>st</sup> of odd years  
(ex. 2019)*

<b>Number of Staff</b>	<b>Location</b>	<b>Equipment (1= 2pack) (Auvi-Q)</b>	<b>Costs</b>
10 FT Employees	Community	1 adult, 1 junior at CC	*Staff: \$770
12 PT Lifeguards	Center	1 adult, 1 junior at Lifeguard Tower	Equipment: \$1,440

\*Subject to change based off Department staffing

Estimated Cost of EpiPens (the two pens listed below have a duration or life of 12 months):

<b>Product</b>	<b>Strengths</b>	<b>Price (2-pack)</b>
EpiPen; EpiPen Jr.	.15mg; 3mg	\$786.78 (quote received)
Auvi-Q	.1mg; .15mg; .3 mg	\$360 (quote received)

If the EpiPen program were to be implemented, the Town would need to obtain additional direction and confirmation from the State Department of Health on how to obtain a prescription for the EpiPens in the name of the Town under Section 381.88, Florida Statutes (the most current State Department of Health opinion provides that the prescription would need to be issued to the certified individual). Secondly, staff would have to be properly trained and certified for the program. Thirdly, the Town would need to identify and engage an “authorized health care practitioner” (unknown cost) to prescribe the EpiPens. Fourth, the Town would need to schedule and have certified individuals on hand during all days of operation, authorized to administer the EpiPens. An estimated start date cannot be adequately provided, due to the unknown resources that are necessitated by the program and the ability to secure them. If the program was developed and implemented, it would be a continuous program with no end date. Factors such as an agreement with an “authorized health care practitioner” or unknown policies could affect the term of the program.

The Administration is seeking direction from the Town Commission on whether to conduct further evaluation of the EpiPen program and create a plan for the implementation of the program.

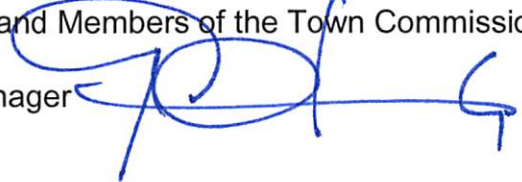
Reviewed by LA/TM

Prepared by LA/TM/SW/EH



## MEMORANDUM

ITEM NO. 9J

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** June 11, 2019  
**Subject:** Miami-Dade County Public Schools Legislative Programs

---

The Miami-Dade County School Board is seeking legislative proposals for inclusion in its 2020 State and Federal Legislative Programs (Attachment A).

The Town Administration is seeking Town Commission direction on this matter.

Reviewed by

Prepared by 





# Miami-Dade County Public Schools

*giving our students the world*

**Superintendent of Schools**  
Alberto M. Carvalho

**Miami-Dade County School Board**

Perla Tabares Hantman, Chair  
Dr. Martin Karp, Vice Chair  
Dr. Dorothy Bendross-Mindingall  
Susie V. Castillo  
Dr. Lawrence S. Feldman  
Dr. Steve Gallon III  
Lubby Navarro  
Dr. Marta Pérez  
Mari Tere Rojas

May 28, 2019

The Honorable Daniel Dietch  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

Dear Mayor Dietch:

At its regularly scheduled meeting on September 4, 2019, The School Board of Miami-Dade County, Florida, will consider items for inclusion in its 2020 State and Federal Legislative Programs. To ensure that all legislative proposals are received in time for thorough consideration in the process, please submit your proposals via email directly to Ms. Iraida R. Mendez-Cartaya, Associate Superintendent, Office of Intergovernmental Affairs, Grants Administration, and Community Engagement, at [imendez@dadeschools.net](mailto:imendez@dadeschools.net) **no later than Friday, July 19, 2019**. The 2020 State Legislative Session is scheduled to **begin on Tuesday, January 14, 2020**. Interim Committee meetings are scheduled to begin in September 2019, during which time the majority of bills should be filed.

Attached are copies of information sheets for Proposed 2020 State Legislation and 2020 Federal Legislation, bill forms on which the proposed state or federal legislative changes should be written.

If the legislative proposal is for:

- a totally **new** law, prepare a draft bill using the attached bill form; or
- an **amendment** to an existing law (e.g., changes in wording, additions, deletions), submit a copy of the existing law, underlining any new wording and indicating where it is to be inserted, and striking through any wording that is to be deleted.

Each legislative proposal should be:

- well-researched;
- accompanied by a completed information sheet (attached) that includes: (1) an explanation of why the proposal is needed, (2) who would be affected, (3) the fiscal impact, if any, and (4) what arguments may be raised against the proposal, along with answers for those arguments; and

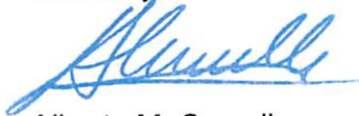
Office of Intergovernmental Affairs, Grants Administration, and Community Engagement  
School Board Administration Building • 1450 N.E. 2nd Ave. • Suite 931 • Miami, FL 33132  
305-995-1497 • 305-995-3088 (FAX) • [www.dadeschools.net](http://www.dadeschools.net)

- considered in light of its potential impact on other Florida school districts. (Will the Miami-Dade County Public Schools' position be favorable or unfavorable to other districts, or will it have no effect on them?)

Since it is the intention this year to recommend that the School Board's basic legislative program be confined to a limited number of priority items, I request that you recommend only proposal(s) concerning matters of major importance.

If you have any questions or concerns, please contact Ms. Mendez-Cartaya at 305 995-2532.

Sincerely,



Alberto M. Carvalho  
Superintendent of Schools

AMC:ajo  
L1236

Attachments

cc: School Board Members  
School Board Attorney

**PROPOSED 2020 STATE LEGISLATION  
MIAMI-DADE COUNTY PUBLIC SCHOOLS  
INFORMATION SHEET**

**SUBJECT:**

**PROPOSAL:**

**BACKGROUND INFORMATION:**

**PERSONS AND/OR NUMBER OF STUDENTS AFFECTED:**

**ECONOMIC IMPACT TO THE DISTRICT:**

**OPERATIONAL IMPACT TO THE DISTRICT:**

**IMPACT ON OTHER DISTRICT OPERATIONS (If Applicable):**

**ARGUMENTS AGAINST (If Known):**

**HAS THE DISTRICT RECEIVED PRIOR FUNDING? IF SO, HOW MUCH AND FOR HOW MANY YEARS?**

**IS PROPOSAL SUBJECT TO THE ANNUAL LEGISLATIVE APPROPRIATIONS PROCESS OR IS IT A RECURRING LINE ITEM?**

**IF RECURRING, CAN DISTRICT MAINTAIN STATUS AT LAST YEAR'S LEVEL OF FUNDING?**

**SUBMITTED BY:**

\_\_\_\_\_  
**NAME AND TITLE**

\_\_\_\_\_  
**WORK LOCATION (NAME)**

\_\_\_\_\_  
**WORK LOCATION NUMBER/TELEPHONE NUMBER**