



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

November 12, 2019

7 p.m.

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

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

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

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

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

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

1. Opening

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

2. Quasi-Judicial Hearings - None

- 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

- September 19, 2019 Joint Town Commission and Planning and Zoning Meeting Minutes
- October 10, 2019 Regular Town Commission Meeting Minutes
- October 29, 2019 Special Commission Meeting-Quasi-Judicial Hearing 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

- September 12, 2019 Downtown Vision Advisory Committee Meeting Minutes
- September 16, 2019 Parks and Recreation Committee Meeting Minutes
- September 18, 2019 Sustainability and Resiliency Committee Meeting Minutes
- September 26, 2019 Planning and Zoning Board Meeting Minutes

- E. Resolution authorizing Mutual Aid and Joint Declaration Agreements between the Town of Surfside and the Town of Golden Beach - Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MUTUAL AID AGREEMENT WITH THE TOWN OF GOLDEN BEACH, A JOINT DECLARATION OF THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE CHIEF OF THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT, AND A JOINT DECLARATION AMENDMENT UNDER TOWN OF SURFSIDE POLICE DEPARTMENT AND THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT'S MUTUAL AID AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Purchase of a Waste Collection Vehicle Through Florida Sheriffs Association & Florida Association of Counties FY 2020 Pricing - Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A MACK TRUCK FOR THE PUBLIC WORKS DEPARTMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- G. Procurement of Seven Police Vehicles, Four (4) Marked Hybrid Ford Police SUV Interceptor Vehicles, Two (2) Unmarked Hybrid Ford SUV Vehicles, and One (1) Ford F-150 Pick -Up Truck - Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF POLICE VEHICLES, ACCESSORIES, GRAPHICS, AND RADIO EQUIPMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AN EXEMPTION FROM COMPETITIVE BIDDING; DECLARING CERTAIN POLICE VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**H. 96th Street Facility RFP Design and Management – Guillermo Olmedillo,
Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 128 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING SERVICES FOR THE 96TH STREET PARK FACILITY RFP DESIGN, ASSIST AND MANAGEMENT; 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

**I. Parks and Recreation Bus Transportation Services – Guillermo Olmedillo,
Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ACADEMY BUS, LLC FOR COACH BUS TRANSPORTATION SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**J. Resolution to Re-Adopt the Town of Surfside Title VI Program Plan -
Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A TITLE VI PROGRAM PLAN IN ACCORDANCE WITH TITLE VI, 42 U.S.C. SECTION 2000D, CIVIL RIGHTS ACT OF 1964, AS REQUIRED FOR THE TOWN TO RECEIVE FEDERAL PASS-THROUGH FUNDING FROM MIAMI-DADE TRANSIT AGENCY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- K. Approval of Resolution for an Agreement with the United States Postal Service for Annual Rent/Lease of Town Parking Spaces Located in the 94th Street Parking Lot and the 95th Street Parking Lot – Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING LEASE AMENDMENTS/RENEWALS WITH THE UNITED STATES POSTAL SERVICE (USPS) FOR PARKING SPACES AT THE 94TH STREET MUNICIPAL PARKING LOT, AND PARKING SPACES AT THE 95TH STREET MUNICIPAL PARKING LOT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- L. Parker Pay Stations Modem Upgrade - Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A SECOND ADDENDUM TO THE AGREEMENT WITH HARRINGTON RESOURCES, INC. D/B/A PARKER SYSTEMS DATED NOVEMBER 9, 2016 FOR MODEM UPGRADES ON THE TOWN'S PAY STATIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- M. Purchase of a Ford Truck - Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- N. FY 2020 Budget Amendment Resolution No.2 – Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 FOR THE FISCAL YEAR 2020 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Reading Ordinances

1. Limitations on Accessory Uses in H40 – Guillermo Olmedillo, Town Manager

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 ESTABLISH LIMITATIONS ON HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93RD STREET INCLUDING: A PROHIBITION ON BALLROOMS AND BANQUET FACILITIES AS HOTEL ACCESSORIES; PROVIDING DISTANCE SEPARATION STANDARDS BETWEEN HOTELS; PROVIDING LIMITATIONS ON EVENT AND/OR MEETING ROOM SPACE; PROHIBITING STRUCTURED PARKING FACILITIES, AND REQUIRING THAT PARKING STRUCTURES INCORPORATE HOTEL AND/OR ACCESSORY USES; CREATING EXEMPTIONS FOR EXISTING AND APPROVED DEVELOPMENTS, AND FOR HISTORICALLY DESIGNATED PROPERTIES; AND AMENDING SECTION 90-51 "MAXIMUM FRONTAGE OF BUILDINGS AND FAÇADE ARTICULATIONS" TO ESTABLISH CONTINUOUS WALL FRONTAGES FOR HOTELS IN THE H40 ZONING DISTRICT SOUTH OF 93 STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

B. First Reading Ordinances

- 1. Synthetic Turf for Excess Landscape Areas – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-85.2 "DEFINITIONS" TO ESTABLISH A DEFINITION FOR SYNTHETIC TURF; AMENDING SECTION 90-87 "INSTALLATION OF LANDSCAPING AND IRRIGATION" TO PERMIT SYNTHETIC TURF ON ALL PROPERTIES WITHIN THE TOWN SUBJECT TO REQUIREMENTS, INSTALLATION AND MAINTENANCE STANDARDS AND PERMITTING; AND AMENDING SECTION 90-88 "MAINTENANCE OF LANDSCAPE AREAS" TO PERMIT SYNTHETIC TURF WITH EXCEPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

- 2. Setbacks Lots over 50 feet in Width – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-2 "DEFINITIONS" OF CHAPTER 90 "ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE A MEASUREMENT FOR LOT FRONTAGE; AMENDING SECTION 90-45 "SETBACKS" OF CHAPTER 90 "ZONING" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE SETBACKS FOR PROPERTIES IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Structural Plans Review Fee Change - Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 14-29, "PERMIT FEES" OF THE TOWN'S CODE OF ORDINANCES TO ADJUST THE FEES FOR STRUCTURAL PLANS REVIEW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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. Interlocal Shuttle Bus Report - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING ("MOU") WITH THE VILLAGE OF BAL HARBOUR AND THE TOWN OF BAY HARBOR ISLANDS RELATED TO THE ASSESSMENT OF SHUTTLE BUS SERVICES BY THE LEHMAN CENTER FOR TRANSPORTATION RESEARCH AT FLORIDA INTERNATIONAL UNIVERSITY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution Directing the Town Manager to Take any and all Actions Necessary to Ban the Use of Herbicides Containing Glyphosate by the Town of Surfside ("Town") and Town Contractors in the Performance of Landscaping and Maintenance Work on all Town-Owned Properties and Facilities – Guillermo Olmedillo, Town Manager and Lillian M. Arango, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA DIRECTING THE TOWN MANAGER TO TAKE ANY AND ALL ACTIONS NECESSARY TO BAN THE USE OF HERBICIDES CONTAINING GLYPHOSATE BY THE TOWN OF SURFSIDE ("TOWN") AND TOWN CONTRACTORS IN THE PERFORMANCE OF LANDSCAPING AND MAINTENANCE WORK ON ALL TOWN-OWNED PROPERTIES AND FACILITIES; FURTHER DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION AS STATED HEREIN; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Resolution Establishing a Policy for the Maintenance and Retention of Text Messages Sent or Received in Connection with Town Business Consistent with the Requirements of the Florida Public Records Law – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ESTABLISHING A POLICY FOR THE MAINTENANCE AND RETENTION OF TEXT MESSAGES SENT OR RECEIVED IN CONNECTION WITH TOWN BUSINESS CONSISTENT WITH THE REQUIREMENTS OF THE FLORIDA PUBLIC RECORDS LAW; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; 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.

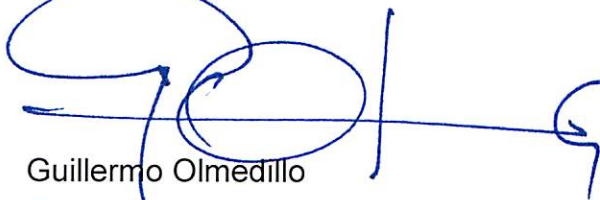
8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- A. Rotary Club of Bal Harbour Donation Request – Guillermo Olmedillo, Town Manager**
- B. Approval of 2020 Town Commission Meetings Schedule – Sandra Novoa, MMC, Town Clerk**
- C. Downtown Alleys - Guillermo Olmedillo – Town Manager**
- D. Hamsa-Hamsa Agreement Discussion - Guillermo Olmedillo – Town Manager**
- E. Purchasing Code Revisions – Guillermo Olmedillo – Town Manager**
- F. Installation of Traffic Signal Loop Detectors – Guillermo Olmedillo – Town Manager**
- G. Climate Emergency Resolution – Mayor Daniel Dietch**
- H. Practical Difficulty Variance Ordinance Amendment - Mayor Daniel Dietch**

10. Adjournment

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'G. Olmedillo', with a horizontal line extending to the right.

Guillermo Olmedillo
Town Manager

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

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

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

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

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



Town of Surfside
Special Joint Town Commission and Planning and Zoning Meeting
MINUTES
September 19, 2019
6:00 p.m.
 Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
 Surfside, FL 33154

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 6:04 p.m.

B. Roll Call of Members

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

*Vice Mayor Gielchinsky arrived at 6:15 p.m.

Deputy Clerk Herbello called the roll for the Planning & Zoning Board with the following members present: Board Member Glynn, Board Member Roller and Vice Chair Frankel. *Chair Lecour, Board Member Garcia, Board Member Kramer and Board Member Gershanovich were absent.

*Board Member Gershanovich arrived at 6:10 p.m.

Also present were Town Attorney Arango, Town Manager Olmedillo and Town Planner Sinatra.

C. Pledge of Allegiance

Captain Bambis led the pledge of allegiance.

2. Hotels in the H40 District South of 93rd Street – Guillermo Olmedillo, Town Manager

A. Comprehensive Plan and Zoning District

B. Hotels and Accessory Uses

1. Principal and Accessory Uses

2. Public Comment

The following members of the public spoke on the items:

Rick Superstein spoke regarding the restrictions on historic properties as well as parking issues due to the hotels.

Alex Tachmes, representing Fort Partners

Matthew Barnes, representing Residence Inn by Marriott

Eliana Salzhauer

Jeffrey Platt

Esther Superstein

Jennifer Fine, on behalf of 9025 Harding Avenue, LLC

Kristofer Machado, representing the owners of 9016-9018 Collins Avenue

George Kousoulas

Sonia Coltrane

Elizabeth Cimadevilla

3. Discussion and Direction

The below discussion entails items 2, 2A, 2B, 2B1, 2B2 above.

Mayor Dietch stated the items that will be heard in tonight's meeting. He stated that there are a number of pieces of pending legislation that have been heard before the Planning and Zoning Board as well as the Town Commission. Those items will not be decided tonight and they will be addressed at due time and course. He also stated that there are a number of topics presented on the agenda where direction was given from the Commission to the administration to meet jointly and be informed of the public's view.

Town Manager Olmedillo provided a PowerPoint presentation to the members of the Town Commission and the Planning & Zoning Board regarding the item.

Commissioner Karukin commented regarding some options for the size and scale of hotels and reduction in density proposal, continuous maximum wall frontage and boutique hotels.

Commissioner Karukin commented on the term lodging facility instead of hotel term.

Town Planner Sinatra explained the parking use and the accessory use.

Commissioner Paul commented on the past meeting and reducing the size of the hotel, limiting aggregation, boutique hotel district and why it is not being presented.

Town Manager Olmedillo and Town Planner Sinatra answered Commissioner Paul's question regarding the uses issue and they are looking for direction to prepare the proper ordinance.

Commissioner Karukin commented to the Planning & Zoning Board regarding the hotel use and the improved Eden Project.

Vice Chair Frankel asked Commissioner Karukin what specifics he is not in agreement with the Eden Project.

Commissioner Karukin stated his concerns include the number of rooms and the impact on the beach traffic will have.

Vice Chair Frankel spoke regarding the limits for meeting spaces and banquet spaces.

Commissioner Karukin stated he was fine with the grandfathering, not interfering with a previously approved order. He stated that he agrees with Planning and Zoning Vice Chair Frankel's idea about limitations on the number of people in meeting spaces

Vice Mayor Gielchinsky spoke regarding the impact on traffic.

Town Planner Sinatra commented that it is not so much meeting spaces as much as they are ballroom spaces.

Town Manager Olmedillo stated that it was mainly public assembly spaces.

Mayor Dietch spoke regarding accessory uses and the outdated language and consider striking some of that outdated language.

Commissioner Karukin commented on the portions of accessory use he is in agreement with.

Vice Mayor Gielchinsky is inclined to leave accessory uses that are viable the way they are.

Commissioner Paul would like to explore the nonconforming issues topic and is in support of that. The Marriott conference room is small. She also stated that beach furniture is not an accessory use and should not be thought of as one. She also stated that the historic district should have special consideration.

Discussion among the Commission and Planning and Zoning Board members on the definition of condominium uses and meeting spaces. They also discussed that there should be a cap on the size of those meeting spaces.

Board Member Roller spoke regarding the benefits of larger scale development.

Board Member Glynn spoke regarding the boutique hotels and have a definition of it in the code.

Town Planner Sinatra gave the possible definition of boutique hotels but that currently there is no definition in the code.

Discussion took place among the Town Commission and the Planning and Zoning Board members of what the impact would be on the traffic and what they are trying to get in banning all hotels outright and does not seem to be the right move to address.

Commissioner Paul stated it is a way of regulating the size of the building.

Commissioner Karukin addressed the density issue and reducing the number of units to 79 units per acre.

Mayor Dietch gave a summary of the presentation and the items that were discussed.

C. Physical Scale

- 1. Density**
- 2. Intensity**
- 3. Building Envelope**
 - a) Height**
 - b) Set Backs**
 - c) Light Plains**
 - d) Building Lengths**
- 4. Lot Aggregation**
- 5. Public Comment**

The following member(s) of the public spoke on the above items:

Michael Dranoff

Alex Tachmes, Fort Partners

Silvia Coltrane

Matthew Barnes, Residence Inn by Marriott

Rick Superstein, Esther-Merrick

Kristofer Machado, 9040 LLC & 90th Street International Investment Corp.
George Kousoulas
Eliana Salzhauer

6. Discussion and Direction

The below discussion entails items 2C, 2C1, 2C2, 2C3, 2C3(a)-2C3(d) and 2C4 above.

Town Manager Olmedillo provided a PowerPoint presentation to the members of the Town Commission and the Planning & Zoning Board Members.

Commissioner Karukin spoke regarding the property aggregation and what the 1989 Comprehensive Plan stated about lot aggregation.

Commissioner Paul commented on the Eden Project and the aggregation of properties. She stated it is not a good look for the Town.

Planning and Zoning Board Vice Chair Frankel spoke about the aggregation of lots and avoid building parking garages where it removes the walkability for the residents and to have those lots developed where they are good for the public.

Planning and Zoning Board member Glynn agreed with Planning and Zoning Vice Chair Frankel. He also spoke about the massing taking place in the Town and the issues with parking garages.

Planning and Zoning Board member Roller commented on the fear that hotels might bring and the pressures placed on the owners of properties based on the Code.

Commissioner Paul commented on parking garages and stated the code needs to be addressed and spoke regarding the Comprehensive Plan and the aggregation of lots.

Commissioner Cohen commented on the work the Town has done on allowing responsible development to occur.

Mayor Dietch stated that the general consensus is on the lot length being 150 feet maximum, not what is allowed North of 93rd Street, no stand-alone parking structure in the H40 and no aggregation, and potential issue of operation of multiple sites by a single entity.

Town Attorney Arango clarified the multiple sites and how to regulate them and clarify lots.

Further discussion continued among the Planning and Zoning Board members and the Town Commission regarding lots, lot usage, parking garages and clarification of the language that would be best.

Town Manager Olmedillo and Town Planner Sinatra clarified the setbacks on multiple lots.

Staff advised the Planning and Zoning Board members and the Town Commission that they will work on a no stand-alone garages preemption and put an item and have the language regarding how not to treat two 150-foot-wide buildings as one development as a separate ordinance.

D. Short-term Rentals

1. Public Comment

The following member(s) of the public spoke on the item:

Kristofer Machado, 9040 LLC & 90th Street International Investment Corp.

Jeff Platt

Eliana Salzhauer

Maggie McMonagle

George Kousoulas

Diana Gonzalez

Silvia Caltrane

2. Discussion and Direction

The below discussion entails item 2D above.

Town Manager Olmedillo provided a PowerPoint presentation to the members of the Town Commission and the Planning & Zoning Board and discussed the code enforcement issues they encounter when they visit short-term rental homes and the Airbnb report the Town receives.

After a lengthy discussion among the Town Commission members and the Planning and Zoning Board members, the agreement was to not make any changes to short-term rentals.

E. Other Items: Affordable Housing

1. Public Comments

The following member(s) of the public spoke on the item:

Jeff Platt

Eliana Salzhauer

Maggie McMonagle

George Kousoulas

2. Discussion and Direction

The below discussion entails item 2E(2) above.

Town Manager Olmedillo provided a PowerPoint presentation to the members of the Town Commission and the Planning & Zoning Board on affordable housing and what constitutes the price of housing. It is very difficult to do it particularly in smaller communities. The County has better policies and subsidies for affordable housing and workforce housing.

Commissioner Paul stated that the issue is affordable housing. She mentioned development projects that were going to be residential but then they found that, could not do it and they decided to do hotels. She also stated that the problem was that they were doing luxury housing and not affordable housing.

3. Summary

Town Manager Olmedillo provided a summary to the members of the Town Commission and the Planning & Zoning Board.

Mayor Dietch stated that there was consensus on several items and he gave a recap.

The Commission agreed by consensus on the following:

1. Capping a maximum of size of meeting space with an access of number of rooms.
2. No ballrooms or spaces that will allow for similar events
3. Definition of accessory uses
4. Definition of boutique hotel
5. Investigate distance or frequency limits as an option to do that with hotel uses
6. Prohibit separation of multiple sites to count as one
7. No stand-alone parking structures in H40
8. 150 feet max
9. Preserve Zoning in Progress

Commissioner Karukin moved with the Mayor's items to preserve zoning in progress, second by Commissioner Paul. All voted in favor 3-0 (Vice Mayor Gielchinsky and Commissioner Cohen absent)

Planning and Zoning Board Member Glynn made a motion, second by Planning and Zoning Vice Chair Frankel to go with the recommendation of the Town Commission. All voted in favor.

4. Adjournment

There being no further business to discuss before the Planning & Zoning Board and the Town Commission, Commissioner Karukin made a motion, seconded by Commissioner Paul to adjourn the meeting without objection at 9:37 p.m.

Respectfully submitted,

Accepted this ____ day of _____, 2019.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

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 Dietch, Commissioner Karukin, Commissioner Paul, Vice Mayor Gielchinsky, and Commissioner Cohen.

C. Pledge of Allegiance

Chief Yero led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Paul wished everyone a Happy New Year and read an inspirational poem.

Commissioner Karukin stated that as the Tourism Liaison he said that Lindsay Fast had resigned and wished her the best of luck.

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

Commissioner Karukin moved Items 4B2 to be heard first, and linked items 4A1 and 4B1, 4B2 and 9D to be moved up after the Consent Agenda.

Mayor Dietch added Item 9E – Town Hall Meeting Minutes to the agenda.

A motion was made by Commissioner Karukin to make these changes to the agenda. The motion received a second from Vice Mayor Gielchinsky and all voted in favor.

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch read his community notes which can be found on the Town's website.

G. Presentation of Proclamation to Bay Harbor Islands Council Member Isaac Salver – Vice Mayor Gielchinsky

Mayor Dietch commended Bay Harbor Islands Council Member Isaac Salver on all his accomplishments.

Vice Mayor Gielchinsky presented the proclamation to Bay Harbor Islands Council Member Isaac Salver.

2. Quasi-Judicial Hearings - None

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 motion was made by Commissioner Karukin to approve the Consent Agenda minus pulled item 3E. The motion received a second from Vice Mayor Gielchinsky. All voted in favor.

A. Minutes – Sandra Novoa, MMC, Town Clerk

- August 26, 2019 Joint Town Commission and Planning & Zoning Board Workshop Minutes
- August 26, 2019 Special Town Commission Meeting Minutes
- September 10, 2019 First Budget Hearing Meeting Minutes
- September 10, 2019 Regular Town Commission Meeting Minutes
- September 24, 2019 Final Budget Hearing Meeting Minutes

Approved on consent.

***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

- June 20, 2019 Downtown Vision Advisory Committee Meeting Minutes
- July 17, 2019 Sustainability and Resiliency Committee Meeting Minutes
- August 22, 2019 Parks and Recreation Committee Meeting Minutes
- August 29, 2019 Planning and Zoning Board Meeting Minutes

Approved on consent.

E. Stormwater Master Plan - Guillermo Olmedillo, Town Manager [*Linked to Item 3F*]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 127 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATED TO THE PREPARATION OF A STORMWATER MASTER PLAN FOR THE TOWN; 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 into the record.

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

Commissioner Paul requested an explanation of the item.

Town Manager Olmedillo explained the item to Commissioner Paul.

The following individual spoke on the item:
Eliana Salzhauer

A motion was made by Commissioner Karukin to approve the Resolution. The motion received a second from Vice Mayor Gielchinsky. All voted in favor.

F. FY 2020 Budget Amendment Resolution No. 1 – Guillermo Olmedillo, Town Manager [*Linked to Item 3E*]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2020 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

G. Florida Government Week – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK ON OCTOBER 21 TO 27, 2019 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE

CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

4. Ordinances

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

A. Second Reading Ordinances

- 1. Ordinance Amending Section 2-235 (“Lobbying”) of the Town Code
Lobbyist Registration Fee Exemption for Principals of Town
Business – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 2-235 – “LOBBYING” TO PROVIDE AN EXEMPTION FROM LOBBYIST REGISTRATION FEES FOR PRINCIPALS AND EMPLOYEES OF TOWN BUSINESSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title into the record.

A motion was made by Vice Mayor Gielchinsky to approve the Ordinance. The motion received a second by Commissioner Karukin. The motion passed with a 4-1 with Commissioner Paul voting against.

- 2. Amendment of Election Qualifying Dates Due to the March 17, 2020 Presidential Preference Primary – Town Clerk Sandra Novoa, MMC and Town Attorney Lily Arango, Esq.**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 101, “QUALIFYING FOR ELECTED OFFICE” OF THE TOWN CHARTER PURSUANT TO SECTIONS 100.3605(2) AND 166.021(4), FLORIDA STATUTES, WITH LIMITED APPLICABILITY TO ESTABLISH QUALIFYING DATES AND SUPPLEMENTAL QUALIFYING DATES FOR THE TOWN’S MARCH 17, 2020 GENERAL ELECTION; PROVIDING FOR INCORPORATION INTO CHARTER; PROVIDING FOR CODIFICATION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR NOTIFICATION TO MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title into the record.

The following individuals spoke on the item:
Eliana Salzhauer

Mayor Dietch answered speaker Eliana Salzhauer's question regarding the item.

A motion was made by Vice Mayor Gielchinsky to approve the Ordinance. The motion received a second from Commissioner Karukin. All voted in favor.

**3. Prohibiting Hotels in H40 – Guillermo Olmedillo, Town Manager
[Linked to Item 4B2]**

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 93RD STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Alex Tachmes, representing the Four Seasons Hotel, spoke on the item.

Kristofer Machado, representing 9040 LLC and 90th Street International Investment Corporation spoke on the item.

Jennifer Fine, 9025 LLC, spoke on the item.

The following individuals spoke on the item:
Eliana Salzhauer
George Kousoulas
Marianne Meischeid

After a lengthy discussion the following motion was made:

A motion was made by Vice Mayor Gielchinsky to deny the Ordinance. The motion received a second by Commissioner Karukin. Motion passed with a vote of 4-1 with Commissioner Cohen voting against.

A motion was made for reconsideration of Commissioner Paul's and Commissioner Cohen's vote. The motion was made by Commissioner Paul and seconded by Commissioner Cohen. Commissioner Cohen's

new vote was in favor of the denial of the Ordinance and Commissioner Paul's vote was against the denial of the Ordinance.

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

B. First Reading Ordinances

1. **Limitations on Accessory Uses in H40** – Guillermo Olmedillo, Town Manager [Linked to Item 4A3]

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 ESTABLISH LIMITATIONS ON HOTEL ACCESSORY USES IN THE H-40 ZONING DISTRICT SOUTH OF 93RD STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title into the record.

A motion was made by Vice Mayor Gielchinsky for purposes of discussion and seconded by Commissioner Karukin. All voted in favor.

Alex Tachmes, representing the Four Seasons Hotel, spoke on the item.

Kristofer Machado, representing 9040 LLC and 90th Street International Investment Corporation spoke on the item.

The following individuals spoke on the item:

Eliana Salzhauer
Marianne Meisheid
George Kousoulas
Sasha Plutno
Michael Dranoff

After a lengthy discussion regarding the item and the limitations stated, the following motion was made:

A motion was made by Vice Mayor Gielchinsky to deny the Ordinance. The motion received a second by Commissioner Karukin. All voted in favor.

2. Limitations on Hotel Uses in H40 – Guillermo Olmedillo, Town Manager

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 ESTABLISH LIMITATIONS ON HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93RD STREET INCLUDING: A PROHIBITION ON BALLROOMS AND BANQUET FACILITIES AS HOTEL ACCESSORIES; PROVIDING DISTANCE SEPARATION STANDARDS BETWEEN HOTELS; PROVIDING LIMITATIONS ON EVENT AND/OR MEETING ROOM SPACE; PROHIBITING STRUCTURED PARKING FACILITIES, AND REQUIRING THAT PARKING STRUCTURES INCORPORATE HOTEL AND/OR ACCESSORY USES; CREATING EXEMPTIONS FOR EXISTING AND APPROVED DEVELOPMENTS, AND FOR HISTORICALLY DESIGNATED PROPERTIES; AND AMENDING SECTION 90-51 “MAXIMUM FRONTAGE OF BUILDINGS AND FAÇADE ARTICULATIONS” TO ESTABLISH CONTINUOUS WALL FRONTAGES FOR HOTELS IN THE H40 ZONING DISTRICT SOUTH OF 93RD STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title into the record.

Commissioner Karukin made a motion for purposes of discussion, and seconded by Commissioner Paul.

Alex Tachmes, representing Four Seasons Hotel, spoke regarding the draft language on the exemption and is requesting that the language be corrected. He presented the proposed language through the Clerk to the Commission.

Kristofer Machado, representing Four Seasons Hotel, spoke in detail on the exemption language and read it into the record. He also presented it to the Town Clerk.

The following individuals spoke on the item:

Rick Superstein

Marianne Meirsheid

George Kousoulas

Esther Superstein

After a lengthy discussion the Commission agreed to address the suggestions made during the second reading of this ordinance.

A motion was made by Commissioner Karukin to approve the Ordinance on first reading. The motion received a second from Commissioner Paul. Motion passed with a 3-2 vote with Commissioner Cohen and Vice Mayor Gielchinsky voting against.

A motion was made by Commissioner Karukin to take Good and Welfare after Item 4B2. The motion received a second from Vice Mayor Gielchinsky and all voted in favor.

5. Resolutions and Proclamations

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

A. Approval of Resolution for Agreement with Lexis Nexis Coplogic Solutions Inc., for Traffic Crash Reporting, Traffic Crash Reporting Distribution, and Uniform Traffic Citation Module – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A SOFTWARE SERVICE AGREEMENT WITH LEXISNEXIS COPLOGIC SOLUTIONS, INC. FOR ELECTRONIC TICKET SERVICES AND ELECTRONIC POLICE RECORD PORTAL SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title into the record.

A motion was made by Vice Mayor Gielchinsky to approve the Resolution. The motion received a second from Commissioner Karukin. All voted in favor.

B. Annual Pension Funding Policy - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ESTABLISHING MINIMUM ANNUAL CONTRIBUTION REQUIREMENTS FOR THE TOWN OF SURFSIDE RETIREMENT PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.

Town Clerk Novoa read the title into the record.

A motion was made by Vice Mayor Gielchinsky to approve the Resolution. The motion received a second from Commissioner Karukin. All voted in favor.

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.

Eliana Salzhauer spoke regarding the order of business and moving items out of order. She spoke regarding transparency especially with zoning issues and that more outreach with the public is needed. She mentioned reevaluating the comprehensive plan and preserve the quality of life. She would like the new beach to be kept clean. She also spoke regarding the November meeting and what will be on the agenda and if the second reading of the H40 item will be on the November calendar.

Shmuel Rubashkin spoke in support of Surf N Sides.

Eli Ginsburg, owner of Surf N Sides, spoke regarding his business and the challenges faced regarding the flags on the beach and the services he was contracted by with the Town.

A motion was made by Commissioner Cohen to extend Mr. Ginsburg an additional 3 minutes to speak. The motion received a second from Commissioner Paul. Motion passed on consensus.

A motion was made by Commissioner Cohen to extend Mr. Ginsburg an additional 2 minutes to speak. The motion received a second from Commissioner Paul. Motion passed on consensus.

George Kousoulas spoke regarding the beach and tourism.

Nicholas Handelsman spoke regarding sustainability.

Victoria Saife spoke regarding the public relations consultant.

A motion was made by Commissioner Paul to extend Ms. Saife additional time to speak. The motion received a second from Mayor Dietch. Motion passed on consensus.

Sasha Plutno spoke regarding community emergency response teams.

A motion was made by Commissioner Paul to extend Mr. Plutno an additional 20 seconds to speak. The motion received a second from Commissioner Karukin. Motion passed on consensus.

Marianne Merscheid spoke regarding quality of life for the residents.

Michele Arambula spoke in support of Surf N Sides.

Bob Fisher spoke regarding miscellaneous items involving quality of life.

7. Town Manager and Town Attorney Reports

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. Beach and Dune Report - Guillermo Olmedillo, Town Manager

Town Manager Olmedillo gave a verbal report of the item.

Direction was given by the Commission for staff to take the report and create a Dune Management Plan.

A motion was made by Mayor Dietch directing staff to create a Dune Management Plan. The motion received a second from Commissioner Karukin. All voted in favor.

B. Rotary Club Donation – Guillermo Olmedillo, Town Manager

A motion was made by Vice Mayor Gielchinsky to defer the item to the November 12, 2019 Commission meeting. The motion received a second by Commissioner Karukin. Passed on consensus.

C. Paced Development – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo gave a verbal update on the item.

The following individuals spoke on the item:
George Kousoulas

A motion was made by Commissioner Paul to extend 2 minutes to speaker George Kousoulas. The motion received a second from Commissioner Karukin. Passed on consensus.

Discussion among the Commission and staff took place regarding the verbal update given and the options offered.

A motion was made by Commissioner Karukin to move forward with Option 1 and bring the item back before the Commission in 60 days. The motion received a second by Commissioner Paul. Passed on consensus.

D. Zoning in Progress – Guillermo Olmedillo, Town Manager *[Linked to Item 4B2]*

Town Manager Olmedillo introduced the item.

The following individuals spoke on the item:
Kristofer Machado, representing Four Seasons Hotel
Eliaana Salzhauer
Esther Superstein

A motion was made by Commissioner Karukin to approve the item. The motion received a second by Commissioner Paul. The motion passed with a 3-2 vote with Commissioner Cohen and Vice Mayor Gielchinsky voting against.

E. Town Hall Meeting – Mayor Daniel Dietch

Mayor Dietch gave an update on the minutes of his Town Hall Meeting and referred to a section of those minutes in Paragraph 2, Tourism Revenue in Surfside, the second sentence references a helpful guide, which is not yet completed. He requested the Commission approve sharing this summary minus that sentence. He also stated the information will be made available to the public.

Commissioner Karukin suggested stating “under construction or in development” that way the public knows that it is forthcoming instead of deleting the section.

A motion was made by Commissioner Karukin to move forward with approval of the Mayor’s Town Hall Meeting minutes and not remove the section in paragraph 2 but instead make mention that it is under construction or in development. The motion received a second from Vice Mayor Gielchinsky. Passed on consensus.

Commissioner Cohen requested to discuss the issue regarding the concessionaire and his requests for signs at tonight’s meeting.

Mayor Dietch advised Commissioner Cohen to place it on a future agenda as a discussion item and to supply the appropriate backup documents. He stated that this will give the Commission the courtesy to review the information in order to ask the appropriate questions at the time.

Commissioner Cohen stated that he would then place it on a future agenda as a discussion item.

10. Adjournment

There being no further business to discuss before the Commission, Commissioner Karukin made a motion to adjourn the meeting. The meeting adjourned without objection at 10:49 pm.

Respectfully submitted,

Accepted this _____ day of _____, 2019.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

1. Opening

A. Call to Order

Mayor Dietch call the meeting to order at 6:05 p.m.

B. Roll Call of Members

Deputy Town Clerk Herbello called the roll with the following members present:

Present: Mayor Dietch, Vice Mayor Gielchinsky, Commissioner Karukin, and Commissioner Paul.

Absent: Commissioner Cohen

Also present were Town Manager Olmedillo, Town Attorney Arango and Town Planner Sinatra.

C. Pledge of Allegiance

Police Captain Bambis led the Pledge of Allegiance.

2. Quasi-Judicial Hearings

Please be advised that the following items on the agenda are quasi-judicial in nature. If you wish to object or comment upon an item, please complete a Public Speaker 's Card indicating the agenda item number on which you would like to comment. You must be sworn before addressing the Town Commission and you may be subject to cross-examination. If you refuse to submit to cross-examination, the Town Commission will not consider your comments in its final deliberation. Please also disclose any ex-parte communications you may have had with any members of the Town Commission. Town Commission members must also do the same.

A. 8810 Abbott Avenue – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/ DENYING] AN APPLICATION SUBMITTED BY SAMUEL FRONT (“APPLICANT”) FOR THE PROPERTY LOCATED AT 8810 ABBOTT

AVENUE (“PROPERTY”) FOR A PRACTICAL DIFFICULTY VARIANCE FROM SECTION 90-49 OF THE TOWN CODE TO PERMIT AN ADDITIONAL 3% LOT COVERAGE OR 43% LOT COVERAGE, WHERE A MAXIMUM LOT COVERAGE OF 40% IS PERMITTED; AND PROVIDING FOR AN EFFECTIVE DATE

Deputy Town Clerk Herbello read the title into the record.

Town Attorney Arango read the quasi-judicial statement into the record and asked the members of the Town Commission if they had any Ex-Parte communications.

Vice Mayor Gielchinsky stated that after the owner presented the item, he congratulated and commended the architect.

All other Commissioners had no communication to report.

Town Attorney Arango confirmed with Deputy Town Clerk Herbello compliance with the advertising and notice requirements.

Deputy Town Clerk Herbello confirmed compliance with advertising and notice requirements.

Deputy Town Clerk Herbello swore in any individual(s) who would be speaking or testifying in these proceedings.

Town Planner Sinatra presented the item and gave the staff recommendations and conditions for approval that the applicant has to be able to comply with. She also stated that the Planning & Zoning Board recommended approval with the required landscaping requirements per Chapter 90 of Code of Ordinances.

Edwardo Herrera, representing the owners of the property, stated that they need is an additional 3% to be able to enclose the garage and gave a summary of the project.

Mayor Dietch opened the floor to public comment.

There being no speakers, Mayor Dietch closed the floor to public comment.

A motion was made by Commissioner Paul to approve the Resolution with staff recommendations and conditions. The motion received a second from Commissioner Karukin. All voted in favor.

B. 9264 Bay Drive – Variance – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/ DENYING] AN APPLICATION SUBMITTED BY DAVID KRIEGER AND BELLA TENDLER KRIEGER (“APPLICANT”) FOR THE PROPERTY LOCATED AT 9264 BAY DRIVE (“PROPERTY”) FOR A VARIANCE FROM SECTION 90-45 OF THE TOWN CODE TO PROVIDE A FIRST-FLOOR SIDE SETBACK OF 8 FEET, WHERE 20 FEET ARE REQUIRED AND AN UPPER STORY SETBACK OF 13 FEET, WHERE 25 FEET ARE REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Town Clerk Herbello read the title into the record.

Town Attorney Arango read the quasi-judicial statement into the record and asked the members of the Town Commission if they had any Ex-Parte communications.

Commissioner Paul received an email in support of the item.

Commissioner Karukin received an email in support of the item.

Vice Mayor Gielchinsky stated that as the Planning and Zoning Commission Liaison, he addressed the architect of the property, spoke with the applicant, Dr. Krieger and his wife as well as neighbors regarding their position on the project.

Mayor Dietch also spoke with neighbors regarding this project.

Town Attorney Arango confirmed with Deputy Town Clerk Herbello compliance with the advertising and notice requirements.

Deputy Town Clerk Herbello confirmed compliance with advertising and notice requirements.

Deputy Town Clerk Herbello swore in any individual(s) who would be speaking or testifying in these proceedings.

Town Planner Sinatra presented the item and gave the staff recommendations and conditions for approval of said variance.

Mayor Dietch opened the floor to public comment.

Daniel Saragon, architect representing the applicant, summarized the project and explained the hardship being experienced which is the reason for the variance request. He stated that they met with the neighbors and made the modifications requested by the neighbors.

The following individuals spoke regarding the item.
Reuven Herssein spoke in support of the item.

Dr. David Krieger, applicant gave an update on the survey and stated that they made the changes pursuant to the neighbors' requests and approval.

Bella Krieger, applicant, asked the Commission for approval of their project.

Mayor Dietch closed the floor to public comment.

Commissioner Karukin stated that he has not seen what the new code will state and asked staff for clarification of the setbacks.

Town Planner Sinatra clarified the recommendations and setbacks.

Town Manager Olmedillo stated that moving the house could be made part of the conditions of approval.

Mayor Dietch asked the applicant's architect for clarification on the changes made.

Daniel Saragon, architect, stated the new changes were made pursuant to the neighbor's request.

Town Planner Sinatra explained the free boarding and pitched roofs. She also stated that she tried to present it two months ago and the Planning & Zoning Board rejected the flat roof idea.

Commissioner Karukin asked what was the lot coverage for the proposed property and the pervious area.

Town Planner Sinatra stated that the lot coverage is 34% maximum and the applicant currently has it at 40%. She stated that the pervious is exceeded, it is at 40% instead of 35%.

Commissioner Karukin asked regarding size and scale and applying FAR to residential, which he encourages to be done. He also asked if there are homes of that same size in the neighborhood.

Town Planner Sinatra stated that FAR would not help because the house is large as well as the lot. She stated they are less than the 40% for the first floor and explained what the Town counts towards that calculation which some other cities would not count. She gave an example of a terrace which is counted towards lot coverage in the Town which other municipalities do not count. They are under the required percentage for the second floor as well as for the first floor.

Commissioner Karukin stated that his concern is the size and scale in comparison to the neighborhood and do they have homes of that size on Bay Drive.

Town Planner Sinatra stated that yes you do have some of those size homes on Bay Drive. She stated that this home is not maxed out. She stated that the Planning & Zoning Board wanted more flexibility and have understanding that these lots are on the water.

David Saragon, architect, showed the Commission the plan on how the house would look.

Commissioner Paul commented on the flaw in the Code and is glad that it is being fixed. She asked Town Planner Sinatra if we can approve this as to what would naturally fit the code.

Town Planner Sinatra answered Commissioner Paul's question and stated that the applicant meets the formula for the first floor but does not meet the formula for the second floor. She explained that they are proposing a 13-foot side setback for the second floor. They went forward with the feedback they received from the Planning & Zoning Board. They have subsequently worked with the Planning & Zoning Board's request of a 13-foot side setback from the property line. The suggestion was a 7 ½ foot average setback measured from the second floor, which will reduce the massing feel.

Town Planner Sinatra explained the reasoning for this item coming before them tonight for approval and it is due to the meeting dates with the Planning & Zoning Board. She stated that the Planning & Zoning Board will be combining their meetings and this item will not be able to be heard until the Planning & Zoning Board meeting of December 12, 2019 and then it would come before the Town Commission for approval sometime in January 2020.

Commissioner Karukin stated he was looking at the aerial, is the applicant's house smaller than the one to the north.

Town Planner Sinatra stated the footprint is smaller.

Dr. David Krieger, applicant, stated the footprint is smaller even though it is a 2-story house and gave the size of the houses next door.

Vice Mayor Gielchinsky commented on the intention of what was going to be done and that they have accomplished that and thanked the applicant. He advised he would support the item.

Mayor Dietch opened the public hearing for one speaker.

Peter Hickey stated he was concerned about the scale and massing of the project and believes the applicant has gone over and beyond and is in support of their project. He stated that he feels the code should be revisited.

Mayor Dietch closed the public hearing.

Mayor Dietch addressed the applicants and apologized for the challenges they faced with the ordinance and how it affects other property owners in the Town. He spoke regarding building the homes higher to try and avoid flooding. He asked the owner if they have flexibility in terms of the average setback on the second floor on the North or South side of the property.

Dr. David Krieger, applicant, answered Mayor Dietch's question stating that their side setback on the 2nd floor will be 13 feet. He would have to redesign the house. He stated that the only way to create a larger setback would be to build a larger house both on the first and second floor. They would have to redesign the house.

Ellen Tandler Krieger, applicant, spoke regarding several meetings they attended. She stated that they have redesigned their house more than once and they have been at this for over 1 ½ years.

After a lengthy discussion between the Commission and the applicant the following motion was made.

A motion was made by Vice Mayor Gielchinsky to approve the item with staff recommendations and stated conditions. The motion received a second from Commissioner Karukin All voted in favor.

C. Young Israel - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, [APPROVING/ APPROVING WITH CONDITIONS/

DENYING] AN APPLICATION SUBMITTED BY YOUNG ISRAEL OF BAL HARBOUR, INC. ("APPLICANT") FOR THE PROPERTY LOCATED AT 9580 ABBOTT AVENUE ("PROPERTY") FOR A VARIANCE FROM SECTION 90-45 OF THE TOWN CODE AND REASONABLE ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT (ADA) TO PROVIDE FOR A ZERO (0) FOOT SETBACK ALONG THE NORTH SIDE OF THE PROPERTY FOR THE INSTALLATION OF A HANDICAPPED ACCESSIBLE RAMP, WHERE ADDITIONAL SETBACK REQUIREMENTS ARE IMPOSED BY SETTLEMENT STIPULATION AGREEMENT DATED JANUARY 23, 2012; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Town Clerk Herbello read the title into the record.

Town Attorney Arango read the quasi-judicial statement into the record and asked the members of the Town Commission if they had any Ex-Parte communications.

Vice Mayor Gielchinsky met with the applicant's officer and lobbyist and posted a message on a community chat advising of the meeting tonight and encouraging participation.

Commissioner Paul stated that she had some communications with some of the congregants whom she spoke to over 3 years ago.

Mayor Dietch stated that over the years he has had conversations with the applicant and congregants.

Town Attorney Arango confirmed with Deputy Town Clerk Herbello to confirm compliance with the advertising and notice requirements.

Deputy Town Clerk Herbello confirmed compliance with advertising and notice requirements.

Deputy Town Clerk Herbello swore in any individual(s) that would be speaking or testifying in these proceedings.

Town Planner Sinatra presented the item and gave staff recommendations and conditions.

Mayor Dietch opened the public hearing.

The following individuals spoke on this item:

Jerry Proctor, Jerry Proctor PA, representing the applicant, Young Israel, spoke regarding the settlement agreement and that they are in compliance

and being in compliance. He explained that they are willing to provide those accommodations. They could not build the electrical lift due to religious reasons. He addressed the plans for the ramp and he showed the plans to the Commission. He also stated that he would suggest sufficient landscaping due to the loss of the trees and will mitigate for the loss of the trees. He stated he would be accommodating any reasonable accommodations by the Planning and Zoning Board as well.

Reuven Herssein spoke in support of the item.

Stanley Price, Bilzin Sumberg, representing the applicant, Young Israel. He spoke regarding the congregants wanting to be able to access their house of worship. He explained the ADA case law and stated that they have filed an application on behalf of Young Israel and the congregants.

Mayor Dietch closed the public hearing.

Commissioner Paul requested that the words “without the use of electrical equipment” be stricken from the first and fourth whereas clause in the Resolution.

Commissioner Karukin asked if some of the trees could be donated to the earlier applicant and maybe staff could assist.

Mayor Dietch stated that ADA is abundantly clear and stated to Commissioner Paul that the applicant was the one that chose the mechanical lift. He stated that he wished the congregation would have contemplated this at the time which would have resulted in them not being here tonight.

Mayor Dietch stated that dealing with Miami-Dade County regarding trees is not easy and asked Town Manager Olmedillo if this would be an acceptable option. He also asked the applicant what is their plan if the County allows it.

Town Manager Olmedillo answered Mayor Dietch’s question regarding the trees. There is a need to shield 96th Street on the north side because of the construction project. He has spoken to the Manager of the neighboring Village to have trees on 96th street because the walls are very white and reflect light. One thing to explore with FDOT is if that median can be planted with substantial trees. He believes that throughout the Town they can find places to plant trees, they would need to know the type of tree, caliber of the tree and height.

Stanley Price, representing applicant, stated they can contact FDOT and they will get the details regarding a landscape plan that they have to approve and if they need to remove trees for life safety they will.

Mayor Dietch stated that he would like Town Manager Olmedillo to have some decision-making authority regarding the removal of the trees.

Mayor Dietch asked what material the ramp is made of.

Jerry Proctor, representing the applicant, stated that primarily it is made out of glass and there are 8 columns that will not be pervious but the actual walking material of the ramp. He also stated that some elements will be a type of gel material that will have the ability for water to accrue. It will not be the entire surface but certain materials. He also stated that it will not be a solid concrete floor. It will have different materials for seepage.

Mayor Dietch asked where the ramp terminates and where does it tie into.

Mr. Shapiro, Shapiro and Associates, architect for the applicant, stated that it goes all the way to the sidewalk and it is a straight line to the sidewalk. He showed the Commission the plan.

Mayor Dietch asked if there is a metal box in the vicinity of where the ramp terminates.

After a lengthy discussion among the Commission and Mr. Proctor, the following motion was made.

A motion as made by Commissioner Paul to approve with conditions stated. The motion received a second from Commissioner Karukin. All voted in favor.

3. Adjournment

A motion was made by Vice Mayor Gielchinsky to adjourn the meeting without objection at 7:42 p.m. The motion received a second from Commissioner Karukin. All voted in favor.

Respectfully submitted,

Accepted this ____ day of _____, 2019.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT NOVEMBER 12, 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. 8995 Collins – After three Design Review Group meetings, a Development Impact Committee meeting, five deferrals, the application was heard by the Planning and Zoning Board on October 24, 2019, that recommended approval with conditions. The applicant has proposed a total of \$736,050 in proffers to the Town. These include the following:

1. Enhancements to the 90th Street Beach Access & Promenade by beautifying 90th Street from Harding Avenue to the beach including a sidewalk between Collins and Harding Avenues and landscaping. Also proposed is an enhanced promenade at the beach entry with decorative paving, a planted coral stone gateway with signage, benches and a shower. The amount proffered is \$686,050. Staff's review of the proposal indicates there is a conflict with the proposed improvements already proffered by the Surf Club, which results in duplicative improvements and would need to be coordinated.
2. Two solar powered trashcans. The amount proffered is \$30,000.
3. Two diverter dunes at a location to be specified in the future. The amount proffered is \$20,000.

The application will be tentatively scheduled for the December Town Commission meeting.

V. BEACH RENOURISMENT PROJECT STATUS UPDATE – Attachment "D"

Town Administration has been participating in Weekly Project Coordination meetings. As of October 30, 2019, there have been four meetings: 10/9/2019, 10/16/2019, 10/23/2019 and 10/30/2019.

Attached are the minutes from the meetings held on 9/25/2019, 10/2/2019, 10/9/2019, 10/16/2019 and 10/23/2019.

VI. TOWN DEPARTMENTS***Code Compliance Division***

A. Code Violation Cases: As of October 29, 2019, the total number of active, open cases being managed is 225; of these cases, 86 cases are still under investigation and are working towards compliance; 16 cases are on-hold; 30 are in the Special Master hearing queue; 0 cases are in post-Special Magistrate action status; 4 cases have pending liens, 33 code cases have been issued liens and remain unpaid and 56 service liens that have been issued 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 19/20: Through October 29, 2019, 8 cases have paid/settled for a total collection of \$1,700.
- FY 18/19: 143 cases paid/settled for a total collection of \$35,654.
- FY 17/18: 92 cases paid/settled for a total collection of \$29,576.
- FY 16/17: 117 cases paid/settled for a total collection of \$40,842.
- FY 15/16: 152 cases paid/settled for a total of \$137,282.

Finance Department

Monthly Budget to Actual Summary – No Monthly Budget to Actual Summary as of September 30, 2019 will be provided as the Finance Department is under a fiscal year end close out process and the external audit has begun. Next month a Monthly Budget to Actual Summary as of October 31, 2019 will be provided with estimated unaudited FY 2019 fund balances.

Planning and Zoning Department

Staff has prepared Code amendments relating to setbacks and hotel limitations, as well as working with the Planning and Zoning Board on additional regulations for two story homes.

Police Department***A. Police Department Statistics (October 1 – October 24, 2019)***

- Traffic Citations – 271
- Parking Citations – 527
- Arrests – 10
- Dispatch Events – 1,510
- Incident/Crime Reports - 42
- Suspicious Person Checks – 8

B. Police Events

- The 18th Annual Citizens Police Academy classes in November include Firearms Simulator, Homicide Investigation, NMB Incident Command Center, Use of Force Presentation and graduation.
- The monthly Bike with the Chief is November 20, 2019 at Town Hall at 5:00 p.m.
- Coffee with the Cops is November 21, 2019, at Starbucks at 10:00 a.m.

C. Evaluation-Observations for New Commercial Loading Zone in the 300 Block of 95th Street on the south-side – Attachment "E"

The Evaluation-Observations regarding a new Commercial Loading Zone in the 300 Block of 95 Street on the south-side for the evaluation period of 08-01-2019 to 10-24-2019 has been completed.

D. Traffic Mitigation Program Status Report

Public safety is the number one priority for the Town of Surfside. Along with public safety, quality of life is a focus of the Town. One element that impacts both public safety and quality of life is traffic. Traffic has increased significantly in recent years on Collins Avenue and Harding Avenue regionally as well as locally in Surfside. These roadways are major north/south thoroughfares for vehicles to avoid I-95 and Biscayne Boulevard traffic congestion. Lane closures at developments in Surfside and neighboring jurisdictions add to this traffic overcrowding. Drivers have learned they can avoid the backup on Collins Avenue and Harding Avenue by traveling west into the residential neighborhoods. There are no sidewalks in the single-family home areas of Surfside and

with many families and children who play, walk and bike on the streets, traffic mitigation strategies are continuous for the Town Commission and Staff in our goal to keep Surfside safe and enjoyable. In order to accomplish our goals Staff works in partnership with the State of Florida Department of Transportation and Miami-Dade County authorities who have jurisdiction over the roads in Surfside. The following chart illustrates and tracks the progress of this ongoing effort.

#	TIMEFRAME	INITIATIVES	STATUS	UPDATE(S)
Short Term (0 – 6 months)				
1.		New Speed Bumps	Re-Opened November 2018	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> • 8900 block of Abbott Avenue • 9100 block of Abbott Avenue • 9300 block of Abbott Avenue • 9500 block of Byron Avenue (second speed bump) • <p>November/December 2018: new speed bump location in the 9400 block of Abbott Avenue being evaluated.</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"> • 9300 block of Abbott Avenue • 9400 block of Abbott Avenue • 9500 block of Carlyle Avenue <p>New speed bumps implementation is being evaluated for the 8800 block of Carlyle Avenue.</p> <p>In May 2019, a speed bump was installed in the 8800 block of Carlyle Avenue.</p> <p><u>On October 23, 2019 one speed bump was removed from 88th Street due to its proximity to an existing stop sign.</u></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</p>

			<p>analysis at subject intersections (before and after traffic analysis) per commission request at 05-09-17 meeting.</p> <p>The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p> <p>On August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</p> <p>On November 3, 2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88th, 93rd, 94th and 95th Streets. Total cost not to exceed \$14,200.62.</p> <p>On January 29, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</p> <p>On March 8, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 2:00 p.m. The Town has received two bids. The Public Works Department and CGA are evaluating the bids. Once the bids are evaluated and ranked, Town staff will present their recommendation for final bid selection and award to the Town Commission.</p> <p>In a letter dated April 16, 2018, reference Town of Surfside Traffic Signal Modifications ITB No. 2018-01 and CGA Project No. 15-8083, CGA Director of Construction Engineering, Robert McSweeney, provided</p>
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			<p>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. At the June 12th, 2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p> <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 & 88 St Permit No. 2018006374- Harding Ave & 93 St Permit No. 2018006373 – Harding Ave & 94 St</p> <p>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had</p>
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				<p>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 95th Street, CGA received an email from David Hayes (Miami-Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88th Street, 93rd Street, and 94th Street. Revised plans for Harding Avenue and 95th Street will be submitted to Miami-Dade County on 8-27-2018.</p> <p>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-18, and the new project manager is Eddie Macias e.macias@underpowercorp.com.</p> <p>GCA contacted FDOT Operations concerning the Construction Agreement renewal and loop material revision, and were referred to the FDOT Permits Department. GCA have a call/message into them, and will advise as to any potential delay once we have more information.</p> <p>On 11-27-18 a meeting was conducted with Town Administration, Public Works, Police Department, and CGA regarding the Loop Detector Installation. It was determined that the project can commence on 12-10-2018 and the work hours will be 8:00 AM – 6:00 PM, Monday-Friday. The Police Department will provide personnel to assist with lane closures. The contractor, Under Power Corp., was contacted and advised to provide a construction schedule, work plan narrative, and MOTs regarding the program prior to commencing work.</p> <p>Loop Detector installation work began the week of 12-17-2018 and FDOT advised that</p>
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				<p>the contractor has a 90-day window to complete the work. Traffic advisories were emailed to residents and posted on the Town website regarding the construction work and anticipated lane closures on Harding Avenue.</p> <p>FDOT halted the installation to obtain additional permits. They were not able to perform directional drilling at the intersections. FDOT and the Town have a scheduled meeting on Thursday 01-31-2019 to discuss the new project timeline.</p> <p>As of February 2019, due to unforeseen field conditions encountered by Contractor, loop detection project construction drawings are being revised. The revised drawings will be submitted to FDOT for re-permitting since the changes require trenching of roadway. Engineer of Record is currently working on construction drawings for re-submittal.</p> <p>According to the Town Public Works Department we are awaiting a cost on the Change Order.</p> <p>In April 2019, Public Works advised that an RFP will have to be re-issued as the contractor has withdrawn from the project.</p> <p><u>The Loop Detectors are a discussion item for the November 2019 Commission Meeting.</u></p>
3.		Install a crosswalk at 90 th Street & Harding Avenue (north side) and 89 th 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 90th Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90th Street where a curve hindered line of sight for drivers.</p> <p>No Turn on Red signage has been installed at 90th Street & Collins Avenue for vehicles</p>


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

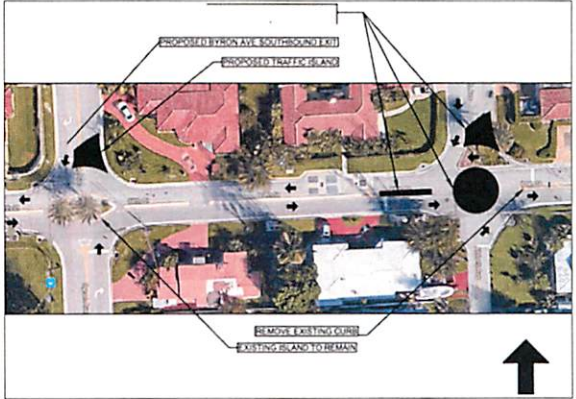
				<p>The proposed improvements will be completed by FDOT maintenance when workload and schedule permit. No anticipated completion dates were provided.</p> <p>FDOT was notified by email for an update on the status and Public Works is awaiting their response.</p> <p>Town Public Works advised that FDOT confirmed that a work order has been completed and pending a start date for the work.</p> <p><u>Town Public Works Administration contacted FDOT on 09-23-2019, and obtained the following update from Arthuro Patulot (FDOT Traffic Operations D6):</u></p> <ul style="list-style-type: none"> <u>• FDOT traffic service request (TSR #87-0033-18) with the FDOT maintenance office is being processed and they will be expediting the implementation of the proposed improvements for Surfside on A1A</u> <u>• The FDOT contractor is scheduled to start installing the pavement markings and signage the first week of October 2019.</u> <p><u>FDOT began installing the pavement markings and signage the week of October 21st, 2019.</u></p>
5.		<u>Install a crosswalk at 92nd Street & Collins Avenue (FDOT Project)</u>	<u>Open</u>	<p><u>Based on citizen concerns, the Town Administration contacted FDOT regarding the installation of a crosswalk at 92nd Street and Collins Avenue to enhance pedestrian safety for Town residents and hotel guests of the Residence Inn by Marriott Hotel.</u></p> <p><u>Town Public Works contacted FDOT for an update on this project on 09-23-2019, and was advised that the project is approved under FDOT Project #FM 250629-5-32-01 and is awaiting project funding.</u></p>
6.		Evaluate Sidewalk Options	Open	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.


7.		<u>Stop Signs in Surfside checked for compliance with Miami-Dade County regulations.</u>	<u>Closed</u>	<u>During September 2019, Town Public Works personnel checked and adjusted all stop signs in Town to ensure that they were upright, and were in compliance with the 7 foot height per Miami-Dade County regulations.</u>
8.		<u>Pedestrian Crosswalk Safety at the 93rd Street and Collins Avenue Crosswalk</u>	<u>Closed</u>	<p>Based on citizen concerns and traffic crash data, the Town Manager and the Police Department initiated the following actions to enhance pedestrian safety at the crosswalk located at 93rd Street and Collins Avenue that is used to primarily access the Town's Community Recreational Center.</p> <p>In June 2019, the Town Manager met with Florida State Senator Jason Pizzo, Kevin J. Thibault (Secretary of Transportation), Miami-Dade County Commissioner Sally Heyman, and Jim Wolfe (Secretary of District 6, Florida DOT) and he presented the safety issues regarding the pedestrian crossing at 93rd Street and Collins Avenue and sought input and recommendations to mitigate those concerns.</p> <p>The Police Department conducted on-going proactive traffic details in the 9200 block of Collins Avenue targeting speeding vehicles and vehicles running the red light. Additionally, the Police Department partnered with FDOT representatives to conduct a pedestrian safety educational awareness day that included the 93rd Street and Collins Avenue intersection and pedestrian crossing to educate citizens and provide safety tips.</p> <p>The Police Department contacted the both FDOT and Miami-Dade Traffic Department of Transportation and Public Works Traffic Signals and Signs Division Administration to request that the timing of the traffic signal at 93rd Street and Collins Avenue be increased to allow additional time for pedestrians to cross Collins Avenue for eastbound and westbound travel. This effort was successful and the County agreed to increase the pedestrian crossing time by an additional 3</p>

				seconds which was implemented on August 27, 2019. The pedestrian walk time now reflects a minimum of 7 seconds prior to the 16 second countdown timer of the flashing "DON'T WALK" notification, providing pedestrians a total of 23 seconds of crossing time.
9.		<p>95th Street & Harding Avenue (westbound), left Turn lane added.</p> <p>300 block of 95th 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 & 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> 

10.		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"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west) <p>In September 2018, Public Works relocated the stop sign and stop bar at Carlyle Avenue and 90th Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an enhanced traffic sight cone at the intersection.</p> 
11.		New Stop Bar Reflectors	Closed	<p>New Stop Bar Reflectors Installed</p> <p>In September 2018, Public Works conducted an inspection of the Stop Bar Reflectors and determined which reflectors were non-operational. The vendor replaced the non-operational reflectors under warranty.</p> <p>Public Works ordered 24 new reflectors that were installed at the following locations:</p> <ul style="list-style-type: none"> • 90th Street and Froude (all directions) • 90th Street and Byron (all directions) • 90th Street and Abbott Avenue (East and West directions) • Yellow reflectors were installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers.

				<p>During November 2018 all non-operational Stop Bar Reflectors were replaced and are now functional. Additionally, new Stop Bar reflectors were installed at the following locations:</p> <ul style="list-style-type: none"> • 90th Street and Froude (all directions) • 90th Street and Byron (all directions) • 90th Street and Abbott Avenue (East and West directions)
12.		<p>Revisit Street Closure</p> <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue 	Closed	Town Commission approved a motion against revisiting this item.
13.		<p>New Street Closure</p> <p>Byron Avenue (northbound) at 88th 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 88th Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88th Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.</p> <p>The following traffic modification Project has been developed to improve the traffic flow at 88th Street and Abbott Avenue.</p>  <p>Public Works completed the installation of the pictured vehicular traffic pattern at 88th</p>

				<p>Street & Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.</p> <p>The 60-day trial period before final approval continues. There have been no traffic accidents reported and no matters of concern have been brought to the attention of the Police Department.</p> <p>At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88th Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88th Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88th Street will prevent vehicles from traveling north on those avenues from 88th Street.</p>  <p>Public Works has begun work on the new traffic mitigation design on 88th Street & Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p>Project completed.</p>
14.		Install a centerline curb on 95 th Street between Abbott and Byron Avenues	Closed	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
15.		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.

16.	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.
17.	Install traffic light at 96 th Street & Abbott Avenue Eliminate left hand turn at 96 th Street & Byron Avenue	Closed	Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made congestion worse on 96 th Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins. FDOT will not eliminate the left turn at 96 Street & Byron Avenue.
18.	Send demand letters to mapping companies o 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.
19.	On-Street Parking Reconfiguration - 200 block of 90 th Street	Closed	On Monday 10-08-18, Public Works advised that the 200 block of 90 th Street On-Street Parking Reconfiguration would begin in October 2018, with Police/Parking Officers blocking off the street to complete the stripping. Stripping Reconfiguration diagram below. 

				On Monday 10-29-18, the striping and reconfiguration was completed.
Intermediate Term (7-18 months)				
1.		Design 91 st Street Improvements o Sidewalk, landscaping and buried utilities	Open	Awaiting the study of walkability by FIU.
2.		Create One-Way Streets 88 th , 89 th , 90 th and 91 st Street between Collins & Harding Avenues	Closed	<p>A Town meeting was held July 18th, 2017, to present a new traffic pattern plan making 89th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p> <p>The Town Commission approved to conduct a test of a new streetscape design on 89th and 90th Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89th Street traffic moving from east to west and 90th Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green/parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p> <p>The new streetscape testing was initiated December 14, 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 13th, 2018 Town Commission Meeting the Town Administration was granted time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA</p>

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

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

#	PARKING / TAXIS	STATUS	UPDATE
1.	<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. The total number of single parking spaces added is now 12.</p> <p>Additional commercial loading zone for the 300 block of 95 Street.</p>	Open	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 88th Street (4 spaces) effective 06-01-2017 • 100 block of 90th Street (4 spaces) effective upon completion of on-going construction project • 100 block of 92nd Street (4 spaces) effective 06-01-2017 • 100 block of 96th Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone. <p>The additional loading zones are located at the following locations:</p> <ul style="list-style-type: none"> • 100 block of 89th Street - effective 06-01-2017 • 100 block of 94th Street - effective 06-01-2017 <p>An additional loading zone was added at the following location effective Monday 04-22-2019:</p>


			<ul style="list-style-type: none"> 300 block of 95 Street on the north-west corner encompassing three parking spaces. The loading zone is effective between 6:00AM – 10:00AM only. <p>In July 2019, an additional loading zone was decided for the 300 block of 95 Street on the south side in the Ride Share zone between the hours of 6AM-10AM. Monday-Friday, to help alleviate commercial truck congestion in the Business District in the early morning hours. The loading zone will be established in August 2019, after ordering and deploying the signs. The new loading zone will be evaluated for a three-month period.</p> <p>In August 2019, the additional loading zone became operational in the Ride Share parking spaces located in the 300 block of 95 Street (south-side) with functional hours of Monday-Friday, 6AM-10AM. The loading zone will be evaluated for a three month period beginning August 1, 2019 and ending on November 1, 2019.</p> <p>The loading zone will be evaluated for a three-month period beginning August 1, 2019 and ending on November 1, 2019.</p> <p><u>A memorandum was submitted to the Town Manager regarding the loading zone evaluation for the three-month period beginning August 1, 2019 and ending on November 1, 2019. The memorandum is in support of continuing the loading zone.</u></p>
2.	Ride Share Pick-up & Drop Off	<u>Closed</u>	<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>

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



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

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

		<p>Effective 08-13-2018, the Ride Share Pick-Up and Drop-Off location in the 300 block of 95th Street was completed:</p> <ul style="list-style-type: none">• All signs installed (2 signs)• Curb line was painted yellow• Vehicle space lines were painted yellow• UBER Ride Share Company has agreed to add the location to their application  <p>The Ride Share Pick-up & Drop Off Trial Program concluded on 11-11-18. A Staff Memorandum regarding the program was prepared and submitted by the Police Department which stated that overall impact of the Ride Share Pick-Up & Drop-Off Program has been positive and led to efficiencies of the traffic flow in and around the business district of Surfside. The Police Department recommended that the Ride Share Pick-Up & Drop-Off Program continue as a full-time initiative.</p> <p>The Ride Share Pick-up & Drop-off Program became a permanent on-going program effective November 2018.</p> <p>In July 2019, an additional loading zone will be added in the 300 block of 95 Street on the south side in the Ride Share spaces (zone) between the hours of 6AM-10AM, Monday-Friday to help alleviate commercial truck congestion in the Business District in the early morning hours. The loading zone will be established in August 2019, after ordering and deploying the signs and an evaluation period of three months. Based on</p>
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			<p>the loading zone hours added to the current Ride Share spaces an additional Ride Share space will be established in the 200 block of 95 Street on the south side of the street adjacent to or near the loading zone at that location.</p> <p>In August 2019, an additional loading zone became operational in the Ride Share parking spaces located in the 300 block of 95 Street (south-side) with functional hours of Monday-Friday, 6AM-10AM.</p> <p>An additional Ride Share parking zone (single space) is being established in the 200 block of 95 Street (south side) with an anticipated completion date in September 2019, after the Ride Share signage is received.</p> <p>The additional Ride Share parking space in the 200 block of 95 Street (south side) was completed and became operational on Wednesday 09-25-2019. The space was painted and proper signage installed by Town Public Works personnel.</p>
3.	Parking Rate Increase for Off-Street Parking (Municipal Parking Lots)	<u>Closed</u>	<p>Town of Surfside Resolution No. 18-2517 was adopted by the Town Commission on 07-10-2018 stipulating a parking rate fee increase from \$1.50 per hour to \$1.75 per hour for all Off-Street (Municipal Parking Lot) spaces.</p> <ul style="list-style-type: none"> • New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018. • Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations. • Effective 07-25-18 at 12:00 pm the \$1.75 Parking rate commenced. Both the Pay Station System and Pay-By-Phone System were updated with the new parking rate for off-street parking. • Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018.

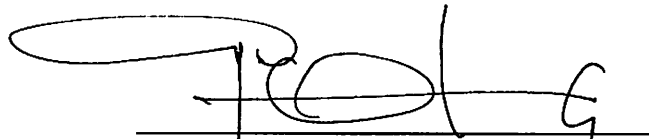
			<ul style="list-style-type: none"> Email notification of the parking rate change was sent out on 07-25-2018. Notification of the parking rate change was posted on the Town website on 07-25-2018. On 07-25-2018, the Town website "Parking" section was reviewed and the areas requiring the new rate change were updated by CGA (Adrian). <p>New Parking rate decals were received and they were affixed to the Parking Pay Stations in the Municipal Parking Lots on 08-22-2018.</p> <p>At the June 20, 2019, meeting of the Downtown Vision Advisory Committee (DVAC), the Committee formalized recommendations for the Town Commission to consider regarding changing the Off-Street Parking Rates. At the July 9, 2019, Town Commission Meeting the Town Commission discussed and approved parking rate changes for all Town Off-Street Parking (Municipal Parking Lots) as follows:</p> <ul style="list-style-type: none"> Weekends/Holidays: <ul style="list-style-type: none"> 9:00 AM - 5:00 PM \$3.00/hour with a 4-hour limit that is not renewable 5:00 PM – 9:00 AM \$2.00/hour with a 4-hour limit that is renewable Weekdays: <ul style="list-style-type: none"> 9:00 AM - 5:00 PM \$2.00/hour with a 4-hour limit that is not renewable 5:00 PM – 9:00 AM \$2.00/hour with a 4-hour limit that is renewable <p>For the August 13, 2019, Town Commission Meeting the Police Department submitted a memorandum for Approval to Modify the Parking Rate and Parking Time Limits for Off-Street Parking (Municipal Parking Lots) through Town Resolution.</p> <p>At the August 13, 2019, Town Commission meeting the Commission approved the Off-</p>
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			Street (Municipal Parking Lots) Modifications to the Parking Rates and Parking Time Limits as previously described. Notifications regarding the new rates and time limits were posted on the Town website and were sent out on social media. Effective August 19, 2019, the new Off-Street Parking Rates and Parking Time Limits commenced.
4.	Variable Parking Rate for On-Street Parking Spaces in the Business District (9400 and 9500 blocks of Harding Avenue)	Closed	<p>At the 03-12-19, Town Commission meeting the Town Commission approved the following changes to a staff recommendation to initiate a Variable Parking Rate for On-Street Parking Spaces in the Business District (9400 and 9500 blocks of Harding Avenue). The Variable Parking Rate will be as follows: Weekdays (Mon-Fri) only between 10:00 AM – 4:00 PM will be \$4.00/hour with a 2-hour limit (after the expiration of 2 hours the parking space is not renewable between the hours of 10:00 AM – 4:00 PM and the vehicle will not be permitted to park in an On-Street parking space in the Business District until after 4:00PM).</p> <p>The Town Commission requested a review be conducted regarding the effects of the On-Street Variable-Rate in the Business District, and the review be submitted two months after the rate change implementation date. The resolution will be voted on at the Town Commission Meeting on 04-09-19.</p> <p>The resolution was approved by the Town Commission and on Monday 04-15-2019, the Variable Parking Rate was implemented without issue for the Parking Pay Stations and Pay-By-Phone Systems. A two-month evaluation of the program will be submitted in June 2019.</p> <p>On June 18, 2019, the Police Department submitted the two-month evaluation report for the Business District Variable Parking Rate change. The report was available to the Town Commission for review. At the July 9, 2019 Commission Meeting the Business District Variable Parking Rate change was approved on a permanent basis.</p>
5.	Taxi Cab Stands added and changed	Closed	<ul style="list-style-type: none"> The Taxi Cab Stand at 94th Street & Collins Avenue was reduced from (4) vehicles to (2) vehicles.

			<ul style="list-style-type: none"> • 94th Street & Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added. • In the 200 block of 92nd Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand. • A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue. <p>On 11-15-17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94th Street and Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <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>
6.	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	Closed	<p>The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other</p>

			vehicles are subject to being issued a parking citation.
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 25th, 2019.</p>

Respectfully submitted by:



Guillermo Olmedillo, Town Manager

Town of Surfside, FL

Between Oct 01, 2019 and Oct 29, 2019

12 requests were opened

14 requests were closed

The average time to close was 6.2 days.

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Beach Issue	3	4	5.4
Other	3	3	2.2
Code Compliance (Safety Concern)	2	2	5.4
Code Compliance (Violation)	2	1	6.8
Parking Issue	1	1	0.3
Surfside Dog Park (P & R)	1	1	2.7
Construction Issues	0	1	30.9
Street lights (PW)	0	1	8.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Community Center (P & R)	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Drainage/Flooding (PW)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0
Utilities (Water/Sewer) (PW)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

Town of Surfside, FL

Between Jan 01, 2014 and Oct 29, 2019

1089 requests were opened

1073 requests were closed

The average time to close was 26.5 days.

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	241	240	25.2
Beach Issue	187	178	22.4
Code Compliance (Violation)	143	142	29.3
Parking Issue	95	95	3.4
Police (Safety Concern)	77	77	8.2
Code Compliance (Safety Concern)	88	88	32.5
Street lights (PW)	49	48	146.8
Construction Issues	40	40	15.3
Utilities (Water/Sewer) (PW)	34	33	11.5
Drainage/Flooding (PW)	30	28	26.8
Solid Waste (Residential) (PW)	21	21	26.5
Dog Stations (P & R)	15	15	4.7
Barking Dog	12	12	20.0
Surfside Dog Park (P & R)	9	9	1.3
96 Street Park (P & R)	10	10	3.2
Community Center (P & R)	10	9	12.8
Solid Waste (Commercial) (PW)	7	7	7.3
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



MEMORANDUM

To: Guillermo Olmedillo, Town Manager

From: Rachel Pinzur, Public Information Representative

Date: October 28, 2019

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

In October, 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, notifications and further information on events, meetings and initiatives. The month started with posts about the October Gazette being available and an early reminder about Halloween activities planned in Town. Other posts included information on a swimming advisory (the PIR followed up with information several times regarding this matter), information about a phone issue at Town Hall and the Community Center, and a reminder about the yearly sidewalk cleaning that was to take place in Downtown Surfside. Furthermore, the PIR also posted about King Tides, the continuation of the Surfside Farmers Market, and traffic alerts. Residents also received important updates via the Town website, e-blasts, the Gazette, flyers on community boards, and Channel 663.

In the month of October, the Town's Public Information Representative published 26 posts on Nextdoor. There are currently 1,224 verified Surfside residents in the Nextdoor community (up from September's 1,208).

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

APPENDIX "A"

Happy Halloween! Surfside Police Department to Provide Candy to Trick-Or-Treaters



Happy Halloween, Surfsiders!

Calling all ghosts, goblins and zombies... members of the Town of Surfside Police Department will be handing out candy today throughout the residential neighborhood from 6:00 pm to 8:00 pm. Keep an eye out for them!

The Surfside Police Department would also like to remind all residents to please put safety first at all times. Refer to their Halloween Safety Tips here:

[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/halloween-safety-tips-\(1\)-\(2\).pdf?sfvrsn=c8bf2f94_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/halloween-safety-tips-(1)-(2).pdf?sfvrsn=c8bf2f94_4)

Sign up for the Sunflower Society Arts and Crafts Classes!

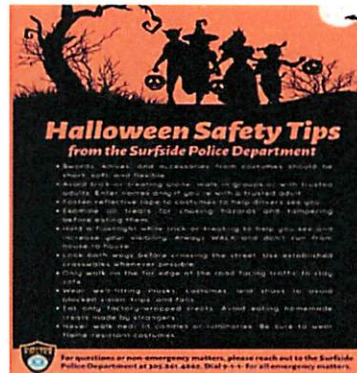


Are you feeling artsy? Residents are invited to take part in the Sunflower Society Arts and Crafts Class from 10:45 am to 12:14 pm every Monday in the Community Center.

This class is created for older adults and is offered by the Surfside Parks and Recreation Department in partnership with the Sunflower Society and the Miami Beach Adult and Community Education Center. The purpose of this program is to educate, enhance lives and enable older adults to share their knowledge and wisdom through art. At the end of the season, there will be an Art Exhibit displaying all art projects created by the students throughout the year.

To view the original flyer, please refer to: https://www.townofsursidefl.gov/docs/default-source/default-document-library/sunflower-society-arts-and-crafts-surside-flyer.pdf?sfvrsn=7f292e94_2

Surfside Police Department to Provide Candy to Trick-Or-Treaters on Halloween



Excited for Halloween? If you are planning to take out the kids to trick-or-treat, the Town of Surfside would like to remind you that members of the Surfside Police Department will be handing out candy throughout the residential neighborhood from 6:00 pm to 8:00 pm on Halloween Day, Thursday, October 31, 2019.

To view the official notice, please refer to: https://www.townofsursidefl.gov/docs/default-source/default-document-library/halloween-in-surside-2019---surside-police-department.pdf?sfvrsn=1ff22f94_2&utm_source=Police+Events+and+Notices&utm_medium=newsletter&utm_campaign=Upcoming+Surfside+Police+Department+Events+

The Surfside Police Department would also like to remind residents to put safety first to ensure a great holiday for all. Please refer to their Halloween Safety Tips [here](#):

[https://www.townofsidsidefl.gov/docs/default-source/default-document-library/halloween-safety-tips-\(1\)-\(2\).pdf?sfvrsn=c8bf2f94_4](https://www.townofsidsidefl.gov/docs/default-source/default-document-library/halloween-safety-tips-(1)-(2).pdf?sfvrsn=c8bf2f94_4)

Thanks to the Participants of the Town Hall Tour and Ice Pop Social!



The Town of Surfside would like to thank all residents that participated in today's Town Hall Tour and Ice Pop Social as part of Florida City Government Week.

The tour provided residents with a behind-the-scenes look of Town Hall, which included meeting the dedicated staff that serve the community. Afterward, residents and staff-members enjoyed paletas (popsicles) from local Surfside business, Morelia Gourmet Paletas.

For more information on Florida City Government Week, please visit:

<https://www.floridaleagueofcities.com/resources/florida-city-government-week>

Sign up your child for Kids Day Off on Monday, 11/4



Parks and Recreation Department Presents

- Indoor/Outdoor Activities
- Sports
- Arts & Crafts
- Swimming
- And more!

Kids Day Off is offered during Miami-Dade County Public Schools' teacher planning days.

2019	2020
Monday	September 30
Wednesday	October 9
Friday	October 25
Monday	November 4
Wednesday	November 27
Friday	April 10

8:00 AM - 6:00 PM

FEE PER DAY:
Resident \$30
Non-Resident \$45
Pre-registration is required

PROGRAM AND REGISTRATION:
Surfside Community Center
8301 Collins Avenue

Participants must be age 8 by day of program. Proof of residency is required at time of registration. Changes and/or cancellations are subject to administrative fees.

For more information, call (305) 866-3635 or visit www.townofsurfsidefl.gov

 **IT STARTS IN PARKS**

The Surfside Parks and Recreation Department will continue to host Kids Day Off programs in the month of November during Miami-Dade County Teacher Planning Days. The next program will take place this coming Monday, November 4, 2019.

Signing up your child for Kids Day Off is a great way to keep them entertained with hands-on activities including arts and crafts, sports, swimming and more. Sign up your child today by calling 305.866.3635.

The Parks and Recreation Department will also host the Kids Day Off program on Wednesday, November 27.

The Surfside Halloween Spooktacular is Tomorrow, 10/25



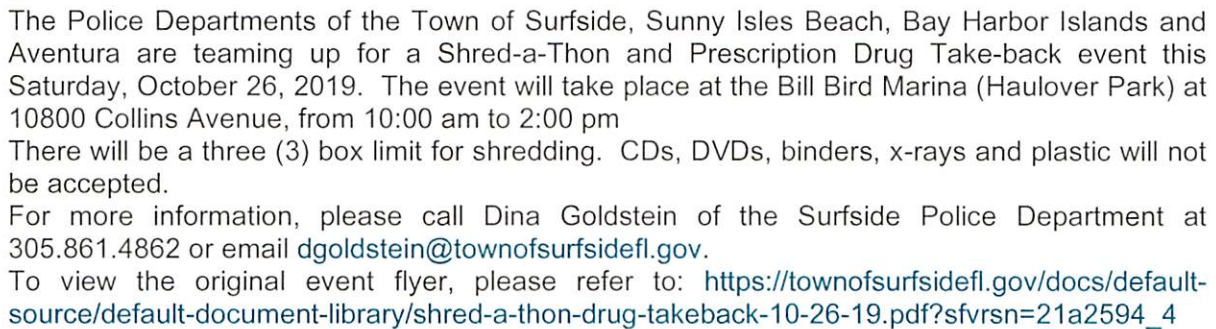
A friendly (and spooky) reminder that the Surfside Halloween Spooktacular will take place from 6:00 pm to 9:00 pm tomorrow, Friday, October 25 at the 96th Street Park and will feature family-friendly activities, including the popular haunted maze. The Spooktacular is open to Surfside residents only.

If you have any questions regarding the event, please contact the Surfside Parks and Recreation Department at 305.866.3635.

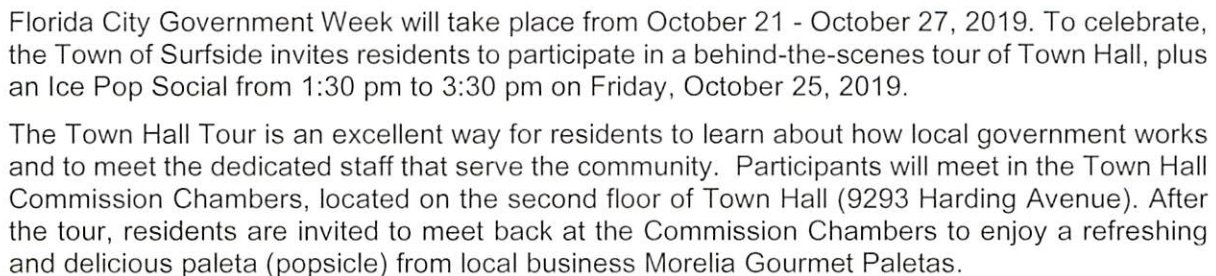
See you tomorrow!

To view the event flyer, please refer to: https://townofsurfsidefl.gov/docs/default-source/default-document-library/2019-halloween-spooktacular.pdf?sfvrsn=af902994_2

<p> Texas A&M University <small>College Station, Texas</small> </p>	<p> Texas A&M University <small>College Station, Texas</small> </p>	<p> Texas A&M University <small>College Station, Texas</small> </p>	<p> Texas A&M University <small>College Station, Texas</small> </p>
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JOIN THE TOWN OF SUDBURY FOR
Florida Site 2 Environmental Impact Study 2010



Space is limited. To register online for the Town Hall Tour and Ice Pop Social, please visit the official Eventbrite page: <https://www.eventbrite.com/e/surfside-behind-the-scenes-town-hall-tours-ice-pop-social-tickets-77137892513?ref=estw>

Residents can also call 305.722.7578 for registration information.

For more details on Florida City Government Week, please visit: Florida League of Cities: <https://www.floridaleagueofcities.com/resources/florida-city-government-week>

To view the expanded version of the attached event flyer, please visit: https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/florida-city-government-week-2019---town-hall-tour-and-ice-pop-social.pdf?sfvrsn=6af12f94_2

Please note this event is open to Surfside residents only.

Surfside PD Events Coming Up: Coffee with the Cops on 10/24 and Bike with the Chief on 10/30

The Surfside Police Department is hosting two community events that are coming up soon -- residents are encouraged to take part! Please note that though these events typically take place back-to-back on the same week, the schedule has been slightly adjusted for this month.

On Thursday, October 24, 2019, join Surfside police officers for Coffee with the Cops at the local Starbucks at 9560 Harding Avenue. This is a great opportunity to chat about community safety matters that are important to you all while enjoying some warm morning brews. View the event flyer at:

<https://www.townofsurfsidefl.gov/news-and-events/events-detail/2019/10/24/events/coffee-with-the-cops>

Then, on Wednesday, October 30, 2019, it is time again for Bike with the Chief. Bring your bicycle for a leisurely ride around Surfside with Police Chief Julio Yero. This event departs at 5:00 pm from the Town Hall parking lot. View the event flyer at:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/2019e42649bd11e362eeac30ff000090a7c7.pdf?sfvrsn=35c52b94_4

Do not forget that Surfside police officers will also be distributing candy to trick-or-treaters throughout the residential neighborhood on Halloween day, Thursday, October 31, 2019 from 6:00 pm to 8:00 pm. Keep an eye out for them! View the official flyer for that event here:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/halloween-in-surfside-2019---surfside-police-department.pdf?sfvrsn=1ff22f94_2

For questions, please contact Dina Goldstein at 305.861.4862 or email dgoldstein@townofsurfsidefl.gov.

Traffic Alert: Double Lane Closure on 8700 to 8900 Harding Ave (10/21 - 10/24/2019)



The Town of Surfside would like to inform residents that the Florida Department of Transportation has authorized a double lane closure from the 8700 to the 8900 blocks of Harding Avenue (SR A1A South) on the following dates and times:

- Monday, October 21, 2019, from 9:30 pm to 5:00 am
- Tuesday, October 22, 2019, from 9:30 pm to 5:00 am
- Wednesday, October 23, 2019, from 9:30 pm to 5:00 am

- Thursday, October 24, 2019, from 9:30 pm to 5:00 am

Florida Power and Light will be completing work in the westernmost lane of Harding Avenue. Surfside Police Officers will be on site to assist with traffic control. Please plan your commute routes accordingly and drive safely.

For questions, please call the Surfside Police Department at 305.861.4862.

To view the original notification, please refer to: https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert-8700-to-8900-harding-102119-to-102419.pdf?sfvrsn=c3de2f94_4

Be Prepared for King Tides from 10/25 - 10/31



The Town of Surfside would like to remind residents the next King Tide for the season is expected to take place this coming Friday, October 25, 2019 to Thursday, October 31, 2019. King Tides are the highest predicted high tides of the year. These tides typically occur a few times each year and can often cause flooding in coastal and low-lying areas. Severe flooding may result if King Tides coincide with poor weather conditions, such as heavy rains, strong winds, or big waves.

Please take the following safety precautions to mitigate the impacts of King Tides:

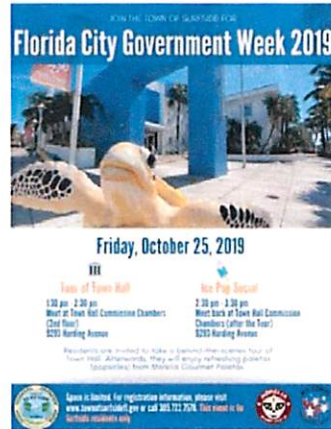
- Move vehicles to higher ground before King Tides begin.
- Do not walk through flood water. It can be a health hazard and certain dangerous animals or items may be hiding beneath. If you do walk through any floodwater, wash your hands, clothes and pets immediately.
- Do not drive through flooded areas, either. It can be dangerous and can damage your vehicle. Please find an alternative route if you must drive at the moment.
- Follow all posted road closure and detour signs.
- Boaters should be aware that high tides cause lower clearance under bridges – check the tide before leaving the dock.
- Construct a barrier, such as a floodwall, to stop flood water from entering your home or business.
- Relocate electrical panel boxes, water heaters, furnaces, washers and dryers to elevated locations.
- Be careful around manhole covers, as they can become dislodged by the high tides.

Learn more about King Tides on the Town website: <https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/08/27/be-prepared-for-king-tides-in-coastal-and-low-lying-areas>

View a flyer with King Tide dates and safety information:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/king-tides-2019---safety-tips.pdf?sfvrsn=8a322b94_2

FL City Government Week: Take Part in Town Hall Tour & Ice Pop Social on 10/25/2019



Florida City Government Week will take place from October 21 - October 27, 2019. To celebrate, the Town of Surfside invites residents to participate in a behind-the-scenes tour of Town Hall, plus an Ice Pop Social from 1:30 pm to 3:30 pm on Friday, October 25, 2019.

The Town Hall Tour is an excellent way for residents to learn about how local government works and to meet the dedicated staff that serve the community. Participants will meet in the Town Hall Commission Chambers, located on the second floor of Town Hall (9293 Harding Avenue). After the tour, residents are invited to meet back at the Commission Chambers to enjoy a refreshing and delicious paleta (popsicle) from local business Morelia Gourmet Paletas.

Space is limited. To register online for the Town Hall Tour and Ice Pop Social, please visit the official Eventbrite page: <https://www.eventbrite.com/e/surfside-behind-the-scenes-town-hall-tours-ice-pop-social-tickets-77137892513?ref=estw>

Residents can also call 305.722.7578 for registration information.

For more details on Florida City Government Week, please visit: Florida League of Cities: <https://www.floridaleagueofcities.com/resources/florida-city-government-week>

To view the expanded version of the attached event flyer, please visit:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/florida-city-government-week-2019---town-hall-tour-and-ice-pop-social.pdf?sfvrsn=6af12f94_2

Please note this event is open to Surfside residents only.

Sign Up Your Child Today for Kids Day Off on Friday, 10/25



The next Teacher Planning Day for Miami-Dade County Public Schools will take place on Friday, October 25, 2019. The Surfside Parks and Recreation Department will once again host its Kids Day Off event on that day, which means your child will be entertained with sports, swimming, arts & crafts and more.

Sign up your child today by calling 305.866.3635.

The Parks and Recreation Department will also host its Kids Day Off program on November 4 and November 27.

For further information, refer to the attached flyer or visit:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/kids-days-off---2019---2020.pdf?sfvrsn=13862994_4

AARP Driving Class and Mobile DMV this Thursday, 10/17

Residents, please be advised of two events taking place in Town this Thursday, October 17, 2019.

The Surfside Parks and Recreation Department is teaming up with AARP to host an AARP Driving Class from 10:00 am to 5:00 pm in the Community Center. Drivers 55 and older are welcome to participate in this informative class. Participants, who successfully complete the course, will be provided a certificate for their auto insurance agency. Please do not forget to bring your drivers license and your AARP membership card in order to participate. View the flyer here: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/aarp-driving-class-oct-2019.pdf?sfvrsn=ac92594_4

Also, on Thursday, the Surfside Police Department is hosting a Mobile DMV with community outreach specialists from the Department of Highway Safety and Motor Vehicles from 10:00 am to 2:00 pm in the Town Hall Commission Chambers. The services that will be provided, along with fees for the services and documentation required, is included in the following flyer: https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/201993754bbd11e362eeac30ff000090a7c7.pdf?sfvrsn=60962994_4

Tonight (10/10): Regular Town Commission Meeting

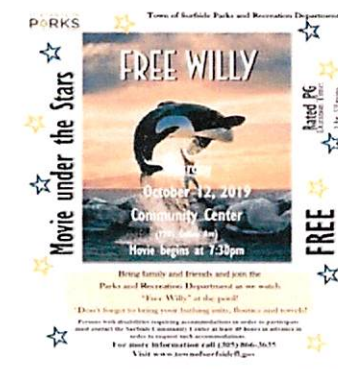


The Regular Town Commission Meeting is scheduled for tonight, Thursday, October 10, 2019 in the Town Hall Commission Chambers, starting at 7:00 pm. Residents are encouraged to attend. To view the agenda packet, please visit the Town of Surfside's website at:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-10-10-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=63b42e94_2

If unable to attend, you can still watch the meeting via live-streaming on Channel 663 at: <https://townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-663>

Movie Under the Stars this Saturday, 10/12



The Community Center pool will be the place to be this Saturday, October 12, 2019 during Movie Under the Stars. Join fellow neighbors for a screening of the classic film Free Willy, starting at 7:30 pm. Don't forget to bring your bathing suits, floaties and towels.

To view the event flyer, please refer to: https://townofsurfsidefl.gov/docs/default-source/default-document-library/movie-under-the-stars---october-12-2019.pdf?sfvrsn=dbab2994_2

Swimming Advisory Lifted for Public Beach at Surfside (10/08/2019)

The Florida Department of Health in Miami-Dade County has lifted the Swimming Advisory for the public beach at Surfside today, Tuesday, October 8, 2019. The lift was issued based on a satisfactory microbial water quality test result and means that recreational water activities may resume. The swimming advisory was originally issued on Thursday, October 3, 2019 for the public beach at Surfside (Collins Avenue and 93rd Street).

Residents are encouraged to periodically check the Florida Healthy Beaches Program website for sampling results which are conducted frequently by the Florida Department of Health. Visit the website here: <http://www.floridahealth.gov/environmental-health/beach-water-quality/county-detail.html?County=Dade&Zip=33126>

To view the news release published by the Florida Department of Health in regards to the lifting of the Swimming Advisory, please refer to: https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/swimming-advisory-lifted-for-crandon-north-vkb-kbbc-cf-and-surfside---10-08-2019.pdf?sfvrsn=2c4c2e94_2

Enjoy the rest of your week.

Yearly Sidewalk Cleaning in Surfside to start on 10/11

This month, the Public Works Department will commence yearly sidewalk cleaning operations of downtown Surfside. The dates are as follows:

Friday, October 11, 2019

Saturday, October 12, 2019

Friday, October 18, 2019

Saturday, October 19, 2019

On each of these days, the cleaning will occur between the hours of 9:00 pm to 4:00 am.

There will be officers from the Surfside Police Department present to assist with pedestrian and vehicular traffic.

Town of Surfside Experiencing Phone Issues at Town Hall and Community Center on 10/07 (UPDATE: Matter Resolved on 10/08)

(Update below)

Surfside residents, please be aware that the Town of Surfside's Town Hall and Community Center are experiencing phone issues with incoming calls as of today, Monday, October 7, 2019. This does not affect the Police Department.

We apologize for the inconvenience and will notify residents via our communication channels as soon as the matter is resolved. Thank you for your patience.

*UPDATED 10/08/2019 -- The phone issues in the Town of Surfside's Town Hall and Community Center have been resolved as of Tuesday, October 8, 2019. We apologize for any inconvenience and we thank you for your patience.

Reminder: Swimming Advisory at Surfside's Public Beach Continues in Effect

Surfside residents, please be reminded that the Swimming Advisory for the public beach at Surfside issued by the Florida Department of Health in Miami-Dade County on Thursday, October 3, 2019, is still in effect. Samples of beach water collected at Surfside (Collins Avenue and 93rd



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- Guillermo O.-TOS mentioned that the sketch on the progress schedule has completion date for 10-10-19; Hector S.-CHC responded that an updated progress map will be provided shortly covering up to station 36+100. Guillermo O.-TOS: asked when this segment will be open? Francisco J.-CHC mentioned that Segment-1 will be compromised until we reach halfway of the project, although the beach has access at the end of each workday.
- Chris R.-USACE suggested to add the projection for the week on the bullet point.

4.0 Review current definable feature of work:

4.1 Vibration Monitoring: No issues; continuing monitoring 24/7.

- Report No. 3 submitted for review. No reported issues.
- On Tuesday Sept. 24th, 2019 CHC/SSI was alerted from Sensor #9 around 9:00AM, sensor was triggered by other construction taken place near the south end of the job site at 87th street; sensor was triggered by stomping on the ground, other contractor working near sensor. Sensor was relocated to new safer location approximate 15 ft away from original point. At approx. 10:30AM the sensor #9 was relocated and up and running. This will be noted on Report No. 4.

4.2 Environmental/Turbidity Monitoring:

- Contractor receives daily Turtle Nesting clearance notification prior start of each workday. No delays up to date.
- Meghan H.-NDN:
 - Stated that turbidity monitoring is taking place, took comparison samples; all in compliance.
 - Meghan H.-NDN introduced new team member Kevin Kerkhof; environmental and turbidity monitor.
- No invasive species throughout the perimeter of the project has been found nor any turtle nesting.

4.3 Beach Fill (Truck Haul):

- *Segment-1*
 - Currently working Station 36+100 through 36+400
 - Scheduled survey for this Wednesday Sept. 25th in the afternoon for quantity verification and acceptance of Station 36+100 to 36+150.
 - Expected completion of segment-1 is October 10th.

Open Items:

1. *Pre & Post Hurricane survey, CHC and USACE to review survey data, delays and loss of material.*
2. Chris R.-USACE mentioned that USACE/CHC need to perform the "initial inspection" phase for all the definable feature of work that's ongoing.



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5.0 Review construction project schedule:

5.1 See attached 3-week look ahead.

5.2 A per contracted CHC will not be working the following days due to *Rosh Hashanah*:

- Monday 30-September 2019
- Tuesday 1-October 2019

6.0 Submittal and RFI's:

6.1 Submittals Under Review

- See attached submittals under review log, no critical submittals are overdue at this time:
 - 01 50 02-7 Contractors Temp Facility; Request for additional placement.
 - Chris R.-USACE noted that its under review and will provide update.

6.2 Request for Information (RFI's - see attached log):

- No RFI's are pending.

7.0 Review off-site activities:

- Employee parking & staging site for trucking at Haulover Park; trucks arrive and are dispatch to project site. No reported issues.

8.0 Review Site Safety & Deficiencies:

8.1 Domenic D.-CHC SSHO review weekly safety briefings and deficiencies.

- Zero incidents since project start of project.
- Weekly Safety Meetings: "Walking on Soft Sand at Recently Fill Areas"
- Domenic D.-CHC meet with USACE for follow up site safety inspections.
- Additional Identified Hazards:
 1. Walking on Soft Sand at recently Fill Areas. The hazard beach goers can sink while walking on the shoreline on recently placed material specially in the after-work hours.
 2. On deep fill areas after the material is placed this material stays loose for some days creating a soft surface between the shoreline and existing sand bars. The hazard is that beach goers can sink while walking from a hard surface to the soft surface.
- Comments to Additional Identified Hazards:
 1. Francisco J.-CHC noted that CHC found two hazards that is matter of concern, after filling an area, the are get too soft, one of our guys had his leg stuck in the sand and we had to help him out. The concern is mostly after we open the area for the public, that people walking on the shoreline are not aware of the soft sand. Any comments any questions? Duncan T.-TOS asked if there's any ways that posted signs can be installed along the water? Hector S.-CHC, we removed all signs at end of day since we cannot leave anything on site during non-working hours. Although its something we can look into for approval. Chris R.-USACE noted that never had this issue or



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concern although it's a beach and get soft areas during work time, were trying to get with USACE safety Office to hear back from them in regard to this potential hard and lesson learned. CHC has the option of how they want to treat this scenario. Lt. John H.-TOS PD asked if there was one or two incident that has happened? Chris R.-USACE noted that this happened during construction to one of CHC worker. Francisco J.-CHC there's constantly people walking around the area constantly and when we open the beach access people are walking along the beach. Lt. John H.-TOS PD noted that he will have a cop on a Polaris at night and keep an eye out. Erica Skolte-USACE noted that she was on a previous beach nourishment taking pictures and experience areas that were soft where beach fill was placed, some type of sign would help to notify the community.

2. Francisco J.-CHC noted that in deep sea areas there's some areas that we area filling up to 10 ft. and in between are hard areas, so when your walking one can potentially sink due to the soft areas. Erica Skolte-USACE asked is there lifeguard stance out there to add information on the chalkboard? Chris R.-USACE mentioned that the surfside beach is a non-monitor area. The measure to take I to update on the AHA for the duration of scope of work. Domenic D.-CHC noted that the AHA has been updated.
3. Chris R.-USACE asked that the end of the month is coming to end and when would CHC will schedule for the next Supervisor Monthly Safety Meeting ? Hector S. CHC noted that we will schedule after the meeting.

9.0 Review / Update Joint Risk Management Register:

9.1 Ongoing JRMR USACE and Contractor.

10.0 Modifications, Changes, Substitutions to the Contract:

10.1 None.

11.0 Other Business:

- *Open Items:*
 - *09/11/19: Guillermo O.-TOS mentioned and asked on behalf a nonprofit organization requested TOS that the diverted dunes that is planned to be removed on 96th street requested to see if it is possible not to remove the dunes, but to take from the other side? If it's complicated leave the program as scheduled and replace the dune when the project is completed; The claim is that there is a lot of Scaevola on the north side of 96th street dune, when public works inspected and noticed that there's also a lot of sea grapes in the area. If the answer is "no" its fine and will relay the information back to the organization. Hector S.-CHC stated that CHC will not shutdown on the question and requested a follow up meeting with Guillermo O. to review the request and go over the approved plans and determine what can be done. Chris. R-USACE mentioned that we have to get together and review depending what's allowed on the contract documents. Update 09/18/19: Schedule*



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meeting with Guillermo O.-TOS and USACE for site walkthrough with Chris R.-USACE when he returns next week to go through the plans and specs. Update 09/25/19: Francisco J. -CHC will coordinate with TOS and Town of Surfside. Guillermo O.-TOS noted that he will have Hector Gomez coordinate as well. Paul V. will also have John Oldenburg be part of coordination. Chris R.-USACE noted that this area is in the contract and what ever was indicted to be removed will be restored and will be limited on what we can do.

- Erica Skolte-USACE requested to have the updated progress map as soon as possible.

End of Meeting

Next Meeting Date: Wednesday, 10/02/19 @ 10:30 A.M.

Location: Conference call


Call In: (224) 501-3412

Access Code: 582-596-925

MEETING ADJOURNED – THANK YOU

Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.

- Ricardo Villet – Project Manager; Mobile: 305-833-6828
Email: rvillet@chcivil.com
- Francisco Juelle – Alt. Project Manager/Superintendent; Mobile: 787-238-3243
Email: fjuelle@chccaribbean.com
- Hector Sevilla- Quality Control Manager; Mobile: 954-756-5865
Email: hsevilla@chcivil.com
- Yunesky Hernandez- Project Superintendent; Mobile: 786-218-2560
Email: yhernandez@chcivil.com

		THREE WEEK LOOK AHEAD SCHEDULE														Current + 2 Weeks					
		Project: USACE Surfside Project Location: Miami-Dade County, FL																			
		START: 23-Sep-19														END: 12-Oct-19					
		23-Sep	24-Sep	25-Sep	26-Sep	27-Sep	28-Sep	30-Sep	1-Oct	2-Oct	3-Oct	4-Oct	5-Oct	7-Oct	8-Oct	9-Oct	10-Oct	11-Oct	12-Oct		
		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY		



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Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

25 Sep 2019

Miami Resident Office

Prime Contractor Missing Critical Data

Enter missing data in "Prime Contractor"

Prime Contractor Missing Data	Status
The following Prime Contractor fields need to be entered: Name, Email,	Missing Data

Subcontractors Missing Critical Data

Enter missing data in "Subcontractors"

Responsibility Code	Contractor Name	Trade	POC Name	Amount Subcontracted	Status
CHC	CHC	Prime Contractor	Ricardo Villet		Missing Data
GOV	USACE		Chris Rego		Missing Data

Contractors Requiring Insurance / SF 1413

Enter expiration dates for insurance and signature date for SF1413 in "Contractor Insurance"

Contractor	First Day on Site	Last Day on Site	General Insurance	Auto Insurance	Workman's Comp	SF1413 Acknowledged	Status
CHC	08/08/2019						Submit documents
A Falero	08/19/2019		09/26/2019	09/26/2019	09/26/2019	09/10/2019	Submit documents
Olin Hydro	08/08/2019						Submit documents
LSS	08/19/2019		01/02/2020		01/02/2020	09/10/2019	Submit documents

Contractors Requiring Payrolls

Enter payrolls for each week shown in "Contractor Payrolls"

Contractor	First Day on Site	Last Day on Site	Payrolls not submitted or submitted with problems	Status
	08/08/2019		09/22/2019, 09/29/2019	Submit Documents
CHC	08/08/2019		08/11/2019, 08/18/2019, 08/25/2019, 09/01/2019, 09/08/2019, 09/15/2019, 09/22/2019, 09/29/2019	Submit Documents

Outstanding Deficiency Items

Enter date corrected in "Deficiency Items"

Item No.	Date Issued	Description	Location	Status
QA-00010	08/20/2019	Since the first day of fill being brought to the project site, the USACE representative has had to inform the contractor of excess soil and dust being build up on the public road beyond the hardpack on 88th street and being tracked on to travel lanes and shoulder Collins Ave heading north. This does not comply with EM 385-1-1, Paragraph 04.B.13 and 04.B.14, and Contract Specification Section 01 55 26, Paragraph 3.1.3.	88th Access	Not Corrected
QA-00023	08/22/2019	In performing a quick inspection of the John Deer 310E Off Road Dump Truck operating on the beach, it was observed that the daily inspection had been performed. However, upon checking the fire extinguisher, it did not have a monthly inspection or yellow tag that is being implemented around the site. This does not comply with EM 385-1-1, paragraph 09.F.01.a.	JD 310E ORDT	Not Corrected
QC-00001	08/21/2019	CHC hereby acknowledges the deficiency of the vegetation protection plan at the 88th Street access. During the offloading procedures of the sand and placement on to the beach sand has accumulated in the Dune vegetation on the Northeast section of the access point. CHC is in the process of removing the accumulated sand from the vegetation. Following completion of the removal of the sand, if there are any impacts to the vegetation, CHC will mitigate the area is damaged. The impacted area is approximately 150 to 200 square feet. The coordinates of the impacted area are N 25.8733, W 80.12001.	88th Access	Not Corrected
QA-00026	09/06/2019	During unloading of beach fill at the 88th street access, the Contractor had spill over of fill from the bucket as it transition from the dump truck release point to the beach. This spill over went on to the dune vegetation, at the north east corner covering some vegetation. The contract picked up some but a good portion remains covered. Deficiency QC-0001 was issued for this issue but per Contract Specification Section 01 57 20, paragraph 3.1.6, if dune vegetation is impacted a plan needs to be submitted with 7 days and implemented within 30 days of the impact. This requirement has not been met.	88th Access	Not Corrected
QA-00027	09/23/2019	The Contractor is not documenting the required weekly toolbox meeting since physical work began on 8 Aug 2019 meeting as required per contract specification section 01 35 26, Paragraph 1.6.3.2.	QC Dailies	Not Corrected
QA-00028	09/23/2019	The daily reports do not include the equipment safety inspection performed as required per Contract Specification Section 01 45 05, Paragraph 3.9.	QC Dailies	Not Corrected

QC Requirements Scheduled to be Completed in Next 7 Days

Enter date QC Requirements are completed in "QC Requirements"

QC Requirement No.	QC Requirement Description	Required for Activity	Activity Start	Lag/Lead	Required Date	Status
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Range:

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Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

25 Sep 2019

Miami Resident Office

QC Requirements Scheduled to be Completed in Next 7 Days

Enter date QC Requirements are completed in "QC Requirements"

QC Requirement No.	QC Requirement Description	Required for Activity	Activity Start	Lag/Lead	Required Date	Status
CT-00001	Received sample material, inspected beach fill with approved sample (every 2,000 Tons): a. Sample 62,729 Time 5:15 AM 09-23-2019	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results

Activities Scheduled to be Started in Next 7 Days

Enter date activity started in "Activities Started/Finished"

Activity No.	Activity Description	Contractor	Scheduled Start	Days Late	Status
A1020	End Phase 1	CHC	07/18/2019	69 days	Not Started
A1030	Start Phase 2-Construction	CHC	07/18/2019	69 days	Not Started
A1405	Post Construction Survey Segme	GOV	08/26/2019	30 days	Not Started
A1406	Beach Tilling Segment One	CHC	08/27/2019	29 days	Not Started
A1410	Beach Fill Second Segment - 5	CHC	08/26/2019	30 days	Not Started
A1412	Post Construction Survey Segme	GOV	09/23/2019	2 days	Not Started
A1417	Beach Tilling Segment Two	CHC	09/24/2019	1 days	Not Started
A1420	Beach Fill Third Segment - 10	CHC	09/23/2019	2 days	Not Started

Activities Scheduled to be Finished in Next 7 Days

Enter date activity started in "Activities Started/Finished"

Activity No.	Activity Description	Contractor	Actual Start	Scheduled Finished	Status
A1010	Start Phase 1	CHC	05/14/2019	05/17/2019	Not Started
A1020	End Phase 1	CHC	07/18/2019	07/18/2019	Not Started
A1030	Start Phase 2-Construction	CHC	07/18/2019	07/18/2019	Not Started
A1400	Beach Fill First Segment - Up	CHC	08/14/2019	08/23/2019	Not Started
A1405	Post Construction Survey Segme	GOV	08/26/2019	08/26/2019	Not Started
A1406	Beach Tilling Segment One	CHC	08/27/2019	08/27/2019	Not Started
A1410	Beach Fill Second Segment - 5	CHC	08/26/2019	09/20/2019	Not Started
A1412	Post Construction Survey Segme	GOV	09/23/2019	09/23/2019	Not Started
A1417	Beach Tilling Segment Two	CHC	09/24/2019	09/24/2019	Not Started

Features of Work with no Activities Assigned

Assign features to activities in "Pay Activities"

Feature of Work	Number of Activities	Status
Clearing & Grubbing	0	No Activities

Hazard Analysis Without Features

Enter Hazard Analysis and complete (or assign Feature and complete) in "Hazard Analysis"

Hazard Analysis Title	Status
Tilling	Accepted
Envr-Turbidity Monitoring	Not Complete
Demobilization	Not Complete

Features of Work Requiring a Preparatory Inspection

Enter date Preparatory Inspection meeting is held in "Prep/Initial Inspections"

Feature of Work	First Activity	Activity Start	Preparatory Scheduled	Time	Status
Coastal Vegetation Planting					Prep Not Scheduled
Demobilization					Prep Not Scheduled
Tilling					Prep Not Scheduled

Features of Work Requiring an Initial Inspection

Enter Scheduled Date and Time for Initial Inspection meeting is held in "Prep/Initial Inspections"

Feature of Work	First Activity	Preparatory Held	Initial Scheduled	Time	Status
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Range:

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Contractor Action Items

25 Sep 2019

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

Miami Resident Office

Features of Work Requiring an Initial Inspection

Enter Scheduled Date and Time for Initial Inspection meeting is held in "Prep/Initial Inspections"

Feature of Work	First Activity	Preparatory Held	Initial Scheduled	Time	Status
Beach Fill (Truck Haul)	A1400 - Beach Fill First Segment - Up	08/12/2019			Initial Not Scheduled
Clearing & Grubbing		08/12/2019			Initial Not Scheduled
Coastal Vegetation Planting					Initial Not Scheduled
Demobilization					Initial Not Scheduled
Environmental Monitoring	A1340 - Environmental Species Coordinat	08/12/2019			Initial Not Scheduled
Mobilization	A1010 - Start Phase 1	08/07/2019	08/09/2019		Initial Not Held
MOT	A1170 - Prepare/Submit - Traffic Contr	08/12/2019			Initial Not Scheduled
Surveying		08/12/2019			Initial Not Scheduled
Tilling					Initial Not Scheduled
Turbidity Monitoring	A1350 - Turbidity Monitoring	08/12/2019			Initial Not Scheduled

Equipment Requiring Safety Inspection

Enter Inspection date in "Equipment Checks" or "Last Day on Site"

Equipment ID	Make / Model	Description / Serial No.	Last Inspection	Hrs Authorized / Run	Status
00000011	DOBBS 450K Bull Dozer	DOBBS 450K Bull Dozer 450K	08/20/2019	0 / 10	

Monthly Exposure Hours Required

Enter Exposure Hours and mark completed in "Exposure Hours"

Exposure Hours not completed for the following months	Status
Jun 2019 ,Jul 2019 ,Aug 2019	Not Completed

Range:

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SUBMITTAL REGISTER (ER 415-1-10)				TITLE AND LOCATION: 113082 Miami-Dade Surfside Contract A-Surfside, FL				DATE: 9/25/2019							
				CONTRACTOR: Continental Heavy Civil Corp				CONTRACT NUMBER: W912EP19C0017 NA							
Activity No.	TRANS MITTAL No.	ITEM No.	SPEC PARAGRAPH No.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFI CATION	REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		
						FIO, GA, DA, CR, OR S	OFFICE / NAME	SUBMIT NEEDED BY	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	CORPS RECEIVED DATE	CODE	CORPS RETURNED DATE	
Section 01 32 01 PROJECT SCHEDULE															
A1400	5	4	01 32 01 3.6.2	Periodic Schedule Update	PRECON SUBMTL	GA		14 Aug 19	14 Aug 19	14 Aug 19	A	19 Sep 19			
Section 01 50 02 TEMPORARY CONSTRUCTION FACILITY															
A1400	7	8	01 50 02	Contractor's Temporary Facilities	SHOP DRAWINGS	GA	RO Rego, Christopher	15 Jul 19	14 Aug 19	14 Aug 19	A	23 Sep 19			
Section 01 57 25 TURBIDITY AND DISPOSAL MONITORING															
A1350	5	5	01 57 25	Turbidity Monitoring Sep 09- Sep 13 2019	TEST REPORTS	FIO	RO Rego, Christopher	29 Jul 19	08 Aug 19	08 Aug 19	A	19 Sep 19			
In Review				Main Register Page 1 of 1				Sorted by Section & Item							



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Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	12	Call -In#	(224) 501-3412	
Meeting Held:	Thursday, 10/02/2019	Access Code:	582-596-925	
Project:	Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL	Contract #: FDEP Permit #	W912EP-19-C-0017 0233882-010-JM	
TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X"				
D	A	Name / Title	Company/ Organization	Email Address
X		Ricardo Villet / COO	CHC	rvillet@chcivil.com
X	X	Francisco Juelle/PM	CHC	fjuelle@chccaribbean.com
X		Yunesky Hernandez / Super	CHC	yhernandez@chcivil.com
X	X	Hector Sevilla / QCM	CHC	hsevilla@chcivil.com
X	X	Domenic DeAmicis / SSHO	CHC	ddeamicis07@gmail.com
X		Geoff Reichold	The NDN Companies	Greichold@thendncompanies.com
X	X	Meghan Harrison	The NDN Companies	mharrison@thendncompanies.com
X		William Gerrard	The NDN Companies	wgerrard@thendncompanies.com
X	X	Kevin Kerkhof	The NDN Companies	kkerkhof@thendncompanies.com
X	X	Nestor Rivera / COR	USACE	Nestor.A.Rivera@usace.army.mil
X	X	Christopher Rego / COR	USACE	Christopher.M.Rego@usace.army.mil
X		Leo Bastante / COR	USACE	Leopoldo.A.Bastante@usace.army.mil
X		Tony Jettinghoff/COR	USACE	
X		Brian Choate	USACE	Brian.C.Choate@usace.army.mil
X		Michael Neves	USACE	Michael.P.Neves@usace.army.mil
X	X	Erica Skolte	USACE	Erica.A.Skolte@usace.army.mil
X		Timothy Humphrey	USACE	Timothy.G.Humphrey@usace.army.mil
X		Piper Austin	USACE	Piper.E.Austin@usace.army.mil
X		Andrew Dutil	USACE	Andrew.S.Dutil@usace.army.mil
X		Troy Mayhew	USACE /CESAJ-EN-GG	Troy.a.mayhew@usace.army.mil
X		Guillermo Olmedillo	Town of Surfside	golmedillo@townofsurfsidefl.gov
X	X	Duncan Tavares	Town of Surfside	dtavares@townofsurfsidefl.gov
X		Randy Stokes	Town of Surfside- PWD	rstokes@townofsurfsidefl.gov



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X		Irina Mocanu	Town of Surfside	imocanu@townofsurfsidefl.gov
X		Lindsay Fast	Town of Surfside	lfast@townofsurfsidefl.gov
X	X	Lt. John Healy	TOS Police Dept.	JHealy@townofsurfsidefl.gov
X		Julio Yero	TOS Police Dept.	jyero@townofsurfsidefl.gov
X		John Bambis	TOS Police Dept.	jbambis@townofsurfsidefl.gov
X	X	Julio Nores	DERM-RER	Julio.Nores@miamidade.gov
X		Libbie McDearmid	Florida DEP	Libbie.McDearmid@FloridaDEP.gov
X		Teal Kawana	MDPR	teal.kawana@miamidade.gov
X		Colette Biondi	MDPR	Colette.Biondi@miamidade.gov
X		Carlos Fernandez-Quevedo	MDPR	Carlos.Fernandez-Quevedo@miamidade.gov
X	X	Paul Voight	MDCP-RER	Paul.Voight@miamidade.gov
X		Sarah Thanner	MDCP-RER	Sara.Thanner@miamidade.gov
X		Marina Blanco-Pape	MDCP-RER	Marina.Blanco-Pape@miamidade.gov
X		Alberto Pisani	MDCP-RER	Alberto.Pisani@miamidade.gov
X		Kelli Stamm	Precision Measurements	kstamm@precisionmeasurements.com

WEEKLY PROGRESS MEETING MINUTES

1.0 Review minutes from previous progress meeting:

1.1 No Changes.

2.0 Review RMS Contractor Action Item Report:

2.1 Attached contractors' updates for action items list; ongoing.

3.0 Review work progress since previous meeting:

3.1 Segment-1

- Worked on beach fill Station 36+100 to 36+350 placing material to build up template.
- Continued Truck Hauling:
 - 23,678.91 Tons received last week.
 - 1,052 Trucks loads received last week.
 - 85,415.65 Tons of fill material placed up to date.
- Met projected goal for the week of +1,000 truckloads to stay on schedule.



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4.0 Review this week's definable feature of work:

4.1 Beach Fill (Truck Haul):

- *Segment-1*
 - Currently working Station 36+350 through 36+400.
 - Scheduled survey for quantity verification and acceptance for:
 - Thursday October 3rd in the afternoon Sta 36+350 to 36+400.
 - Friday October 4th in the afternoon; Sta 36+400 to 36+450
 - Projection is 200 trucks Mon-Thursday; Friday between 120-150 truckloads; Saturday between 100-120 Trucks. Goal is for 1,000 trucks a week to meet schedule.
 - Expected completion of segment-1 is October 10th.
 - Chris R.-USACE noted that on the "Progress Map" that even though the whole area is colored coded "orange" which means we are still working on, some stations (250 ft.) has been completed, we are just awaiting survey verification and once CHC removed from that segment the progress map will be colored coded "green" as completed. Nestor R.-USACE asked if we are going to be able to meet this week's truck load? CHC responded "no" due to the 2-days off this week, although we are requesting maximum amount of trucks we can receive on a daily basis.

Open Items:

1. *Pre & Post Hurricane survey, CHC and USACE to review survey data, delays and loss of material. Chris R.-USACE Noted that USACE is awaiting on documentation and backup from CHC.*
2. Chris R.-USACE mentioned that USACE/CHC need to perform the "initial inspection" phase for all the definable feature of work that's ongoing.

4.2 Vibration Monitoring: No issues; continuing monitoring 24/7.

- No reported issues.

4.3 Environmental/Turbidity Monitoring:

- Contractor receives daily Turtle Nesting clearance notification prior start of each workday. No delays up to date.
- Kevin K.-NDN: Provide Update; no issues and samples are in compliance all below 29 NTU's.
- No invasive species throughout the perimeter of the project has been found nor any turtle nesting.

4.4 Project Site Coordination:

- Eruv Weekly inspections inside CHC work site by outside source.
 - No reported issues.



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5.0 Review construction project schedule:

5.1 See attached 3-week look ahead.

5.2 As per contracted CHC will not be working the following days:

- Tuesday 08-October 2019: Contractual, Stop Work at 5:00 P.M.
- Wednesday 09-October 2019: Contractual Non-Workday
- Chris R.-USACE noted that according to the tentative plan of Segment-1 completion October 10th, an invite will be sent out a week after for a prefinal walkthrough with the contractor and all affiliated parties and perform a visual observation for acceptance and open it up for the public.

6.0 Submittal and RFI's:

6.1 Submittals Under Review

- See attached submittals under review log, no critical submittals are overdue at this time:
 - 01 50 02-7 Contractors Temp Facility; Request for additional placement.
 - Chris R.-USACE noted that its under review and will provide update.

6.2 Request for Information (RFI's - see attached log):

- No RFI's are pending.

7.0 Review off-site activities:

- Employee parking & staging site for trucking at Haulover Park; trucks arrive and are dispatch to project site. No reported issues.

8.0 Review Site Safety & Deficiencies:

8.1 Domenic D.-CHC SSHO review weekly safety briefings and deficiencies.

- Zero incidents since project start of project.
- Domenic D.-CHC meet with USACE for follow up site safety inspections.

9.0 Review / Update Joint Risk Management Register:

9.1 Ongoing JRMR USACE and Contractor.

10.0 Modifications, Changes, Substitutions to the Contract:

10.1 None.

11.0 Other Business:

- Open Discussion:
 - Francisco J.-CHC noted a Potential Hazard at 96th street "Exposed Metal at Concrete Piles" on the beach. The exposed metal is right on the beach, anyone walking through could step on the exposed metal and can sustain injury. Julio Nores-DERM noted that he will have some one out there and also Paul V. will visit the site tomorrow.
- Open Items:
 - 09/11/19: Guillermo O.-TOS mentioned and asked on behalf a nonprofit organization requested TOS that the diverted dunes that is planned to



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be removed on 96th street requested to see if it is possible not to remove the dunes, but to take from the other side? If it's complicated leave the program as scheduled and replace the dune when the project is completed; The claim is that there is a lot of Scaevola on the north side of 96th street dune, when public works inspected and noticed that there's also a lot of sea grapes in the area. If the answer is "no" its fine and will relay the information back to the organization. Hector S.-CHC stated that CHC will not shutdown on the question and requested a follow up meeting with Guillermo O. to review the request and go over the approved plans and determine what can be done. Chris. R-USACE mentioned that we have to get together and review depending what's allowed on the contract documents. Update 09/18/19: Schedule meeting with Guillermo O.-TOS and USACE for site walkthrough with Chris R.-USACE when he returns next week to go through the plans and specs. Update 09/25/19: Francisco J. -CHC will coordinate with TOS and Town of Surfside. Guillermo O.-TOS noted that he will have Hector Gomez coordinate as well. Paul V. will also have John Oldenburg be part of coordination. Chris R.-USACE noted that this area is in the contract and what ever was indicted to be removed will be restored and will be limited on what we can do.

End of Meeting

Next Meeting Date: Wednesday, 10/09/19 @ 10:30 A.M.

Location: Conference call

Call In: (224) 501-3412

Access Code: 582-596-925

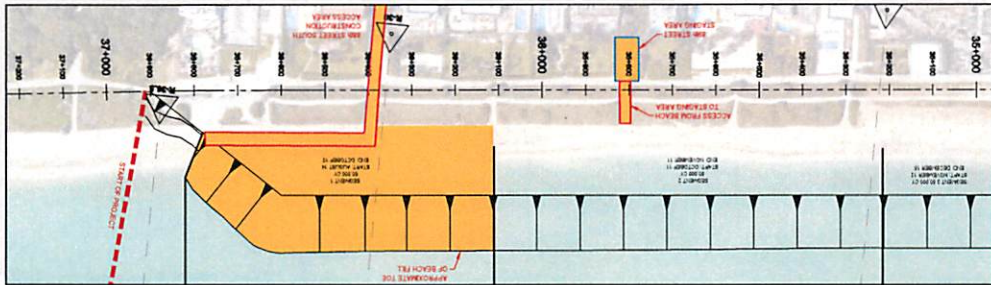
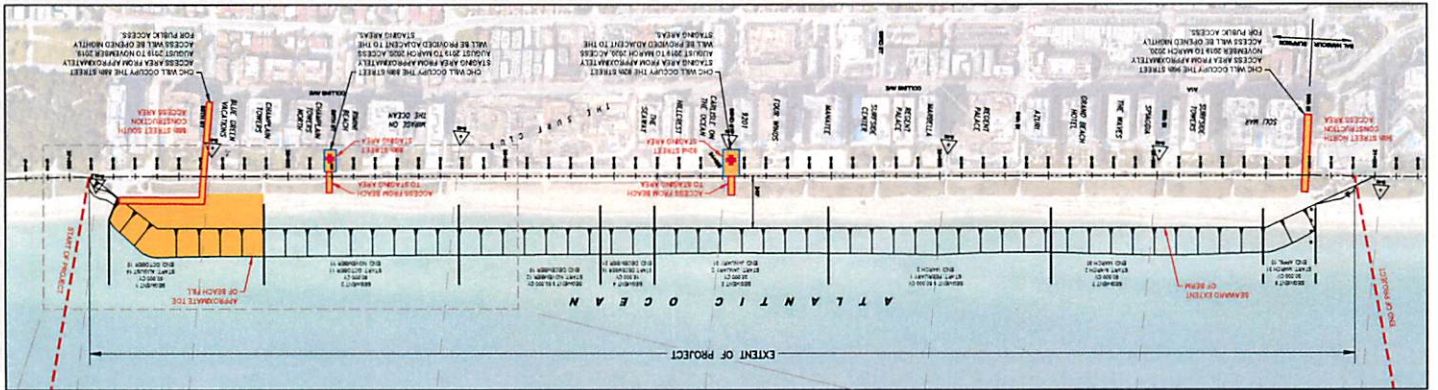
MEETING ADJOURNED – THANK YOU

Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.

- Ricardo Villet – Project Manager; Mobile: 305-833-6828
Email: rvillet@chcivil.com
- Francisco Juelle – Alt. Project Manager/Superintendent; Mobile: 787-238-3243
Email: fjuelle@chccaribbean.com
- Hector Sevilla- Quality Control Manager; Mobile: 954-756-5865
Email: hsevilla@chcivil.com
- Yunesky Hernandez- Project Superintendent; Mobile: 786-218-2560
Email: yhernandez@chcivil.com

+	FIRST AID / EYE WASH
■	AREA NOT READY FOR CONSTRUCTION
■	BEACH UNDER CONSTRUCTION
■	AREA ACCESSED BY CONSTRUCTION OFFICE/
■	STAGING AREA
■	DESIGNATED CONSTRUCTION ACCESS
---	START/END OF PROJECT

LEGEND



Last Updated: September 25, 2019
 Surfside Beach
 Miami-Dade County, Florida, Beach Nourishment Project
 Beach Erosion Control and Nourishment Project

OVERVIEW PROGRESS MAP

Project: USACE Surfside Project
Location: Miami-Dade County, FL

THREE WEEK LOOK AHEAD SCHEDULE

Current + 2 Weeks

SUBMITTAL REGISTER (ER 415-1-10)									
TITLE AND LOCATION: 113082 Miami-Dade Sunrside Contract A-Sunrside, FL									
DATE: 10/2/2019									
CONTRACTOR: Confidential Heavy Civil Corp									
CONTRACT NUMBER: W912EP19C0017 NA									
Activity No.	TRANS MITTAL No.	ITEM No.	SPEC PARAGRAPH No.	DESCRIPTION OF SUBMITTAL		TYPE OF SUBMITTAL	CLASSIFI CATION	REVIEWER	CONTRACTOR SCHEDULE DATES
							FO, GA, DA, CR, OR S	OFFICE / NAME	SUBMIT NEEDED BY
								APPROVAL NEEDED BY	MATERIAL NEEDED BY
								CODE	CODE
								CORPS RECEIVED DATE	CORPS RETURNED DATE
								GOVERNMENT ACTION	GOVERNMENT ACTION
Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS									
9.1		20	01 35 26 1.8	Activity Hazard Analysis (A-HA) Turbidity	CERTIFICATES	GA	NO	Rego. Christopher	
									A
									27 Sep 19
Section 01 50 02 TEMPORARY CONSTRUCTION FACILITY									
A1400	7	8	01 50 02	Contractor's Temporary Facilities	SHOP DRAWINGS	GA	NO	Rego. Christopher	
									A
									23 Sep 19
Section 01 57 25 TURBIDITY AND DISPOSAL MONITORING									
A1350	6	6	01 57 25	Turbidity Monitoring Sep 16- Sep 21 2019	TEST REPORTS	FIO	NO	Rego. Christopher	
									A
									25 Sep 19
Section 02 22 13 MOVEMENT AND VIBRATION ASSESSMENT									
A1330	7	11	02 22 13	Vibration Monitoring Report No.3	TEST REPORTS	FIO	NO	Rego. Christopher	
									A
									25 Sep 19



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Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

02 Oct 2019

Miami Resident Office

Prime Contractor Missing Critical Data

Enter missing data in "Prime Contractor"

Prime Contractor Missing Data

Status

The following Prime Contractor fields need to be entered: Name, Email,

Missing Data

Subcontractors Missing Critical Data

Enter missing data in "Subcontractors"

Responsibility Code	Contractor Name	Trade	POC Name	Amount Subcontracted	Status
CHC	CHC	Prime Contractor	Ricardo Villet		Missing Data
GOV	USACE		Chris Rego		Missing Data

Contractors Requiring Insurance / SF 1413

Enter expiration dates for insurance and signature date for SF1413 in "Contractor Insurance"

Contractor	First Day on Site	Last Day on Site	General Insurance	Auto Insurance	Workman's Comp	SF1413 Acknowledged	Status
CHC	08/08/2019						Submit documents
A Falero	08/19/2019		09/26/2019	09/26/2019	09/26/2019	09/10/2019	Submit documents
Olin Hydro	08/08/2019						Submit documents
LSS	08/19/2019		01/02/2020		01/02/2020	09/10/2019	Submit documents

Contractors Requiring Payrolls

Enter payrolls for each week shown in "Contractor Payrolls"

Contractor	First Day on Site	Last Day on Site	Payrolls not submitted or submitted with problems	Status
	08/08/2019		09/29/2019, 10/06/2019	Submit Documents
CHC	08/08/2019		08/11/2019, 08/18/2019, 08/25/2019, 09/01/2019, 09/08/2019, 09/15/2019, 09/22/2019, 09/29/2019, 10/06/2019	Submit Documents

Daily QC Reports not Completed

Enter Daily QC Report and mark completed "Daily QC Reports"

QC Reports not completed for the following dates

Status

10/01/2019

Not Completed

Outstanding Deficiency Items

Enter date corrected in "Deficiency Items"

Item No.	Date Issued	Description	Location	Status
QA-00010	08/20/2019	Since the first day of fill being brought to the project site, the USACE representative has had to inform the contractor of excess soil and dust being build up on the public road beyond the hardpack on 88th street and being tracked on to travel lanes and shoulder Collins Ave heading north. This does not comply with EM 385-1-1, Paragraph 04.B.13 and 04.B.14, and Contract Specification Section 01 55 26, Paragraph 3.1.3.	88th Access	Not Corrected
QA-00021	08/21/2019	There is no eye wash station at the staging area where equipment is stored/refueled and there are chemicals and other possible irritants being stored. This does not comply with EM 385-1-1, Paragraph 06.B.02.b.	Staging Area	Not Corrected
QA-00023	08/22/2019	In performing a quick inspection of the John Deer 310E Off Road Dump Truck operating on the beach, it was observed that the daily inspection had been performed. However, upon checking the fire extinguisher, it did not have a monthly inspection or yellow tag that is being implemented around the site. This does not comply with EM 385-1-1, paragraph 09.F.01.a.	JD 310E ORD	Not Corrected
QC-00001	08/21/2019	CHC hereby acknowledges the deficiency of the vegetation protection plan at the 88th Street access. During the offloading procedures of the sand and placement on to the beach sand has accumulated in the Dune vegetation on the Northeast section of the access point. CHC is in the process of removing the accumulated sand from the vegetation. Following completion of the removal of the sand, if there are any impacts to the vegetation, CHC will mitigate the area is damaged. The impacted area is approximately 150 to 200 square feet. The coordinates of the impacted area are N 25.8733, W 80.12001.	88th Access	Not Corrected
QA-00026	09/06/2019	During unloading of beach fill at the 88th street access, the Contractor had spill over of fill from the bucket as it transition from the dump truck release point to the beach. This spill over went on to the dune vegetation, at the north east corner covering some vegetation. The contract picked up some but a good portion remains covered. Deficiency QC-0001 was issued for this issue but per Contract Specification Section 01 57 20, paragraph 3.1.6, if dune vegetation is impacted a plan needs to be submitted with 7 days and implemented within 30 days of the impact. This requirement has not been met.	88th Access	Not Corrected

Range:

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Contractor Action Items

02 Oct 2019

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

Miami Resident Office

QC Requirements Missing Critical Data

Enter missing data in "QC Requirements"						
QC Requirement No.	QC Requirement Description	Section	To be performed by	Activity No.	Location	Status
CT-00003	Received sample material, inspected beach fill with approved sample: a. Sample 71696 b. Location Station 36+250 to 36+300 c. Compared to approved sample.	35 30 00	Hetor Sevilla	A1400		Missing Info

QC Requirements Scheduled to be Completed in Next 7 Days

Enter date QC Requirements are completed in "QC Requirements"						
QC Requirement No.	QC Requirement Description	Required for Activity	Activity Start	Lag/Lead	Required Date	Status
CT-00001	Received sample material, inspected beach fill with approved sample (every 2,000 Tons): a. Sample 62,729 Time 5:15 AM 09-23-2019	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00002	Received sample material, inspected beach fill with approved sample: a. Sample 71696 b. Sample 74688 b. Location Station 36+100 to 36+150	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00003	Received sample material, inspected beach fill with approved sample: a. Sample 71696 b. Location Station 36+250 to 36+300 c. Compared to approved sample.	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Outstanding

Activities Scheduled to be Started in Next 7 Days

Enter date activity started in "Activities Started/Finished"					
Activity No.	Activity Description	Contractor	Scheduled Start	Days Late	Status
A1020	End Phase 1	CHC	09/11/2019	21 days	Not Started
A1155	Review/Approve - Schedule of V	GOV	09/10/2019	22 days	Not Started
A1405	Post Construction Survey Segme	GOV	09/23/2019	9 days	Not Started
A1406	Beach Tilling Segment One	CHC	09/24/2019	8 days	Not Started
A1410	Beach Fill Second Segment - 5	CHC	09/23/2019	9 days	Not Started

Activities Scheduled to be Finished in Next 7 Days

Enter date activity started in "Activities Started/Finished"					
Activity No.	Activity Description	Contractor	Actual Start	Scheduled Finished	Status
A1020	End Phase 1	CHC	09/11/2019	09/11/2019	Not Started
A1150	Prepare/Submit - Schedule of V	CHC	09/06/2019	09/10/2019	Not Started
A1155	Review/Approve - Schedule of V	GOV	09/10/2019	09/11/2019	Not Started
A1400	Beach Fill First Segment - Up	CHC	08/14/2019	09/20/2019	Not Started
A1405	Post Construction Survey Segme	GOV	09/23/2019	09/23/2019	Not Started
A1406	Beach Tilling Segment One	CHC	09/24/2019	09/24/2019	Not Started

Features of Work with no Activities Assigned

Assign features to activities in "Pay Activities"		
Feature of Work	Number of Activities	Status
Clearing & Grubbing	0	No Activities

Hazard Analysis Without Features

Enter Hazard Analysis and complete (or assign Feature and complete) in "Hazard Analysis"	
Hazard Analysis Title	Status
Tilling	Accepted
Envr-Turbidity Monitoring	Not Complete
Demobilization	Not Complete

Range:

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Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

02 Oct 2019

Miami Resident Office

Features of Work Requiring a Preparatory Inspection

Enter date Preparatory Inspection meeting is held in "Prep/Initial Inspections"

Feature of Work	First Activity	Activity Start	Preparatory Scheduled	Time	Status
Coastal Vegetation Planting					Prep Not Scheduled
Demobilization					Prep Not Scheduled
Tilling					Prep Not Scheduled

Features of Work Requiring an Initial Inspection

Enter Scheduled Date and Time for Initial Inspection meeting is held in "Prep/Initial Inspections"

Feature of Work	First Activity	Preparatory Held	Initial Scheduled	Time	Status
Beach Fill (Truck Haul)	A1400 - Beach Fill First Segment - Up	08/12/2019			Initial Not Scheduled
Clearing & Grubbing		08/12/2019			Initial Not Scheduled
Coastal Vegetation Planting					Initial Not Scheduled
Demobilization					Initial Not Scheduled
Environmental Monitoring	A1340 - Environmental Species Coordinat	08/12/2019			Initial Not Scheduled
Mobilization	A1010 - Start Phase 1	08/07/2019	08/09/2019		Initial Not Held
MOT	A1170 - Prepare/Submit - Traffic Contr	08/12/2019			Initial Not Scheduled
Surveying		08/12/2019			Initial Not Scheduled
Tilling					Initial Not Scheduled
Turbidity Monitoring	A1350 - Turbidity Monitoring	08/12/2019			Initial Not Scheduled

Equipment Requiring Safety Inspection

Enter Inspection date in "Equipment Checks" or "Last Day on Site"

Equipment ID	Make / Model	Description / Serial No.	Last Inspection	Hrs Authorized / Run	Status
00000008	UNITED RENTAL SWEEPER 34644	UNITED RENTAL SWEEPER 34644 10191178	09/23/2019	0 / 8	
00000011	DOBBS 450K Bull Dozer	DOBBS 450K Bull Dozer 450K	08/20/2019	0 / 10	

Monthly Exposure Hours Required

Enter Exposure Hours and mark completed in "Exposure Hours"

Exposure Hours not completed for the following months	Status
Jul 2019 ,Aug 2019 ,Sep 2019	Not Completed

Range:

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Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	13	Call -In#	(224) 501-3412	
Meeting Held:	Thursday, 10/09/2019	Access Code:	582-596-925	
Project:	Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL	Contract #: FDEP Permit #	W912EP-19-C-0017 0233882-010-JM	
TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X"				
D	A	Name / Title	Company/ Organization	Email Address
X	X	Ricardo Villet / COO	CHC	rvillet@chcivil.com
X	X	Francisco Juelle/PM	CHC	fjuelle@chccaribbean.com
X		Yunesky Hernandez / Super	CHC	yhernandez@chcivil.com
X	X	Hector Sevilla / QCM	CHC	hsevilla@chcivil.com
X	X	Domenic DeAmicis / SSHO	CHC	ddeamicis07@gmail.com
X	X	Greg Close / SSHO	CHC	Gclose@chcivil.com
X		Geoff Reichold	The NDN Companies	Greichold@thendncompanies.com
X	X	Meghan Harrison	The NDN Companies	mharrison@thendncompanies.com
X		William Gerrard	The NDN Companies	wgerrard@thendncompanies.com
X		Kevin Kerkhof	The NDN Companies	kkerkhof@thendncompanies.com
X		Nestor Rivera / ACO	USACE	Nestor.A.Rivera@usace.army.mil
X	X	Christopher Rego / COR	USACE	Christopher.M.Rego@usace.army.mil
X	X	Leo Bastante / COR	USACE	Leopoldo.A.Bastante@usace.army.mil
X		Tony Jettinghoff/ACO	USACE	
X	X	Brian Choate	USACE	Brian.C.Choate@usace.army.mil
X	X	Michael Neves	USACE	Michael.P.Neves@usace.army.mil
X		Erica Skolte	USACE	Erica.A.Skolte@usace.army.mil
X		Timothy Humphrey	USACE	Timothy.G.Humphrey@usace.army.mil
X		Piper Austin	USACE	Piper.E.Austin@usace.army.mil
X		Andrew Dutil	USACE	Andrew.S.Dutil@usace.army.mil
X		Troy Mayhew	USACE /CESAJ-EN-GG	Troy.a.mayhew@usace.army.mil
X	X	Guillermo Olmedillo	Town of Surfside	golmedillo@townofsurfsidefl.gov
X	X	Duncan Tavares	Town of Surfside	dtavares@townofsurfsidefl.gov



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X	X	Randy Stokes	Town of Surfside-PWD	rstokes@townofsurfsidefl.gov
X		Irina Mocanu	Town of Surfside	imocanu@townofsurfsidefl.gov
X		Lindsay Fast	Town of Surfside	lfast@townofsurfsidefl.gov
X		Lt. John Healy	TOS Police Dept.	JHealy@townofsurfsidefl.gov
X		Julio Yero	TOS Police Dept.	jyero@townofsurfsidefl.gov
X	X	John Bambis	TOS Police Dept.	jbambis@townofsurfsidefl.gov
X	X	Julio Nores	DERM-RER	Julio.Nores@miamidade.gov
X		Libbie McDearmid	Florida DEP	Libbie.McDearmid@FloridaDEP.gov
X	X	Alexandra Wagner	Florida DEP	Alexandra.Wagner@FloridaDEP.gov
X		Teal Kawana	MDPR	teal.kawana@miamidade.gov
X		Colette Biondi	MDPR	Colette.Biondi@miamidade.gov
X		Carlos Fernandez-Quevedo	MDPR	Carlos.Fernandez-Quevedo@miamidade.gov
X		Paul Voight	MDCP-RER	Paul.Voight@miamidade.gov
X		Sarah Thanner	MDCP-RER	Sara.Thanner@miamidade.gov
X		Marina Blanco-Pape	MDCP-RER	Marina.Blanco-Pape@miamidade.gov
X		Alberto Pisani	MDCP-RER	Alberto.Pisani@miamidade.gov
X	X	Leanne	MD Sea Turtle	
X	X	Kelli Stamm	Precision Measurements	kstamm@precisionmeasurements.com

WEEKLY PROGRESS MEETING MINUTES

1.0 Review minutes from previous progress meeting:

1.1 No Changes.

2.0 Review RMS Contractor Action Item Report:

2.1 Attached contractors' updates for action items list; ongoing.

2.2 Scheduled Preparatory Meeting:

- Tilling Segment-1

2.3 3-Phase Inspection scheduled for 10 Oct. 2019

- Beach Fill
- MOT
- Turbidity Monitoring

2.4 Chris R.-USACE noted that CHC needs to check the schedule and fix the item in the subcontractor portion that has CHC listed as a subcontractor in order to be cleared.



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3.0 Review work progress since previous meeting:

3.1 Segment-1

- Worked on beach fill Station 36+350 to 36+700 placing material to build up template.
- Continued Truck Hauling:
 - 13,593.59 Tons received last week.
 - 603 Trucks loads received last week.
 - 99,009.24 Tons of fill material placed up to date.
 - Short week due to 2-days of contractual non work days.
 - Completed beach fill placement yesterday 08 Oct. 2019 CHC is preparing survey submittal for.

4.0 Review this week's definable feature of work:

4.1 Beach Fill (Truck Haul):

- Segment-1
 - Tilling station 36+400 to 36+900.
 - Submit certified survey for acceptance.
 - Finalize Segment-1 to open for public use.
 - Chris R.-USACE noted that we have scheduled preparatory tomorrow and we can inspect the south of the active 88th str. Perform a prefinal on Friday or early next week with all affiliated parties. Upon approval of survey data.
- Segment -2
 - Place beach fill material station 35+500 to 36+000.
 - 800 Trucks loads projected this week.

Open Items:

1. Pre & Post Hurricane survey, CHC and USACE to review survey data, delays and loss of material. Chris R.-USACE Noted that USACE is awaiting on documentation and backup from CHC.
2. Chris R.-USACE mentioned that USACE/CHC need to perform the "initial inspection" phase for all the definable feature of work that's ongoing.

4.2 Vibration Monitoring: No issues; continuing monitoring 24/7.

- Submitted Vibration Morning Report No.4
- No reported issues.



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4.3 Environmental/Turbidity Monitoring:

- Contractor receives daily Turtle Nesting clearance notification prior start of each workday. No delays up to date.
- Meghan H.-NDN: Provide Update; no issues and samples are in compliance all below 29 NTU's. This Monday & Tuesday no samples were taken due to swimming advisory that's still in effect, no sampling today since is non workday. Turbidity will resume tomorrow. Visual monitoring of the site, no invasive species on site has been found. Noticing that some wooden post on the beach walkway has been pushed over, need to keep an eye out. Guillermo O.-TOS noted that the posts are checked every day; Randy S.-TOS confirmed. Duncan T.-TOS asked if the swimming advisory was for water quality or wave action? Meghan H.-NDN answered it was for "water quality"; Duncan T.-TOS noted that the advisory was lifted yesterday; Meghan H.-NDN noted that CHC is not dumping sand and since the advisory has been lifted turbidity will resume tomorrow.
- No invasive species throughout the perimeter of the project has been found nor any turtle nesting.

4.4 Project Site Coordination:

- Eruv Weekly inspections within CHC work site by outside source.
 - No reported issues.
 - The Eruv inspector was inspected on Tuesday.
 - Duncan T.-TOS requested if there's a possibility to the minutes reflect the outcome of the actual meeting, meeting on a certain day? Hector S.-CHC stated that CHC can note down the days he inspects, the gentlemen get to the project site, CHC provides access and he moves on inspecting. Duncan T.-TOS noted that there looking for more specific information to, at least have a record of the meeting and the only way is through the meeting minutes. Francisco J.-CHC stated that he never makes contact with us, he gets close to the fence, he's wearing his protection equipment and asked for permission to enter, CHC lets him through and comes back. He just goes through the project site checks and leaves the site, no further information. Duncan T.-TOS will follow up with Rabbi for further information.



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5.0 Review construction project schedule:

5.1 See attached 3-week look ahead.

5.2 As per contracted CHC will not be working the following days:

- Wednesday 09-October 2019: Contractual Non-Workday
- Monday 14-October 2019: Contractual Non-Workday
- Tuesday 15-October 2019: Contractual Non-Workday
- 10/02/19: Chris R.-USACE noted that according to the tentative plan of Segment-1 completion October 10th, an invite will be sent out a week after for a prefinal walkthrough with the contractor and all affiliated parties and perform a visual observation for acceptance and open it up for the public.

5.3 Chris R.-USACE mentioned that we need to update the progress map and show more of the haul road the corridor of segment -2 and show what's going to be open in Segment -1. Hector S.-CHC noted that we will update the progress map showing more elaborate and detailed information.

6.0 Submittal and RFI's:

6.1 Submittals Under Review

- See attached submittals under review log, no critical submittals are overdue at this time:
 - 01 50 02-7 Contractors Temp Facility; Request for additional placement. Chris R.-USACE noted that there's no issue just awaiting official response, also asked if Duncan, Randy or Guillermo had any comments in regard to the mats? Randy S.-TOS stated that would approve it, that would help in the cleanup.
 - Randy S.-TOS noted that wanted to make a clarification, that the mix design that they provide for the hard pack, that's mix is for the hard pack only, cannot be placed on the approaches, dunes or on the beach; there was a confusion with one of the agencies and wanted to clarify. Guillermo O.-TOS noted that Paul V.-DERM thought that someone was going to place it on the beach. Chris R.-USACE mentioned that he also talked to Paul V. and made clarification during his visit last week that the mix is going on the hard pack only.

6.2 Request for Information (RFI's - see attached log):

- No RFI's are pending.

7.0 Review off-site activities:

- Employee parking & staging site for trucking at Haulover Park; trucks arrive and are dispatched to project site. No reported issues.



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8.0 Review Site Safety & Deficiencies:

8.1 Domenic D.-CHC SSHO review weekly safety briefings and deficiencies.

- Domenic D.-CHC Provide Update: Near Misses
 - 4 Oct. 2019 near miss; at 88th street; flagger almost hit by truck driver not following directions; broker was notified, truck will no longer be allowed on site. Chris R.-USACE advised SSHO to make sure all information is documented in the files.
- Gregg C.-CHC Provide Update: Accidents/Injuries
 - (1) Injury Sat Oct. 5th, 2019; On 89th street worker was pressure washing his equipment stepped up on the back side of an ATV slipped and fell injured his right knee; he previously had a pre-existing condition due to an automobile accident on the same right knee, we are not sure how much the pre-existing will play out, he lost capacity and ability of some form, he was transported to Mount Sinai for observation for dislocated right knee, his knee would not stabilize, tried air casted it into place although right knee kept popping back out, was able to stabilize overnight and did not need surgery, currently has a hard cast on and will be released sometime today. Unknown what light duties outcome will be, anticipating will return to work on light duties activities. Chris R.-USACE mentioned that all needs to be documented on the form 3394 of with 5 days of incident and all corrective actions.
- Contractors/Agencies going through construction site need to wear proper Personal Protective Equipment (PPE).
- Francisco J.-USACE noted that two sea turtle inspectors was going through the site during construction time, they went around and got stuck on the sand, all personnel going through the site needs to wear PPE. Alexandra W.-MD Sea Turtle stated that they were told by one of the workers told them to go through the back; and if they need PPE would the contractor provide PPE because they don't have any. Chris R.-USACE noted that on previous projects usually don't need a escort it should be something quick, they should be able to go through fairly quickly and if they have an escort it would be better off and quick. Domenic D.-CHC noted to contact him by radio for assistance. Francisco J.-CHC mentioned that it would be beneficial to meet and go through the procedures. Alexandra W-MD asked Domenic if he wanted to meet with their supervisor and meet to make sure everyone is on the same page for access.

9.0 Review / Update Joint Risk Management Register:

9.1 Ongoing JRMR USACE and Contractor.

10.0 Modifications, Changes, Substitutions to the Contract:

10.1 None.



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11.0 Other Business:

- Open Discussion:
- Open Items:
 - 09/11/19: Guillermo O.-TOS mentioned and asked on behalf a nonprofit organization requested TOS that the diverted dunes that is planned to be removed on 96th street requested to see if it is possible not to remove the dunes, but to take from the other side? If it's complicated leave the program as scheduled and replace the dune when the project is completed; The claim is that there is a lot of Scaevola on the north side of 96th street dune, when public works inspected and noticed that there's also a lot of sea grapes in the area. If the answer is "no" its fine and will relay the information back to the organization. Hector S.-CHC stated that CHC will not shutdown on the question and requested a follow up meeting with Guillermo O. to review the request and go over the approved plans and determine what can be done. Chris R.-USACE mentioned that we have to get together and review depending what's allowed on the contract documents. Update 09/18/19: Schedule meeting with Guillermo O.-TOS and USACE for site walkthrough with Chris R.-USACE when he returns next week to go through the plans and specs. Update 09/25/19: Francisco J. -CHC will coordinate with TOS and Town of Surfside. Guillermo O.-TOS noted that he will have Hector Gomez coordinate as well. Paul V. will also have John Oldenburg be part of coordination. Chris R.-USACE noted that this area is in the contract and what ever was indicted to be removed will be restored and will be limited on what we can do.

End of Meeting

Next Meeting Date: Wednesday, 10/16/19 @ 10:30 A.M.

Location: Conference call

Call In: (224) 501-3412

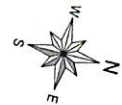
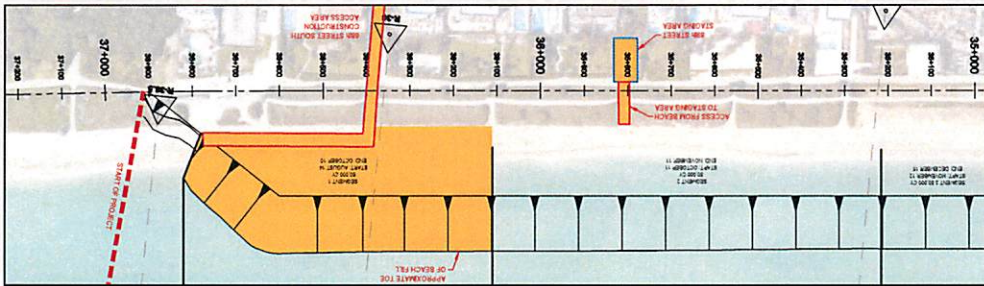
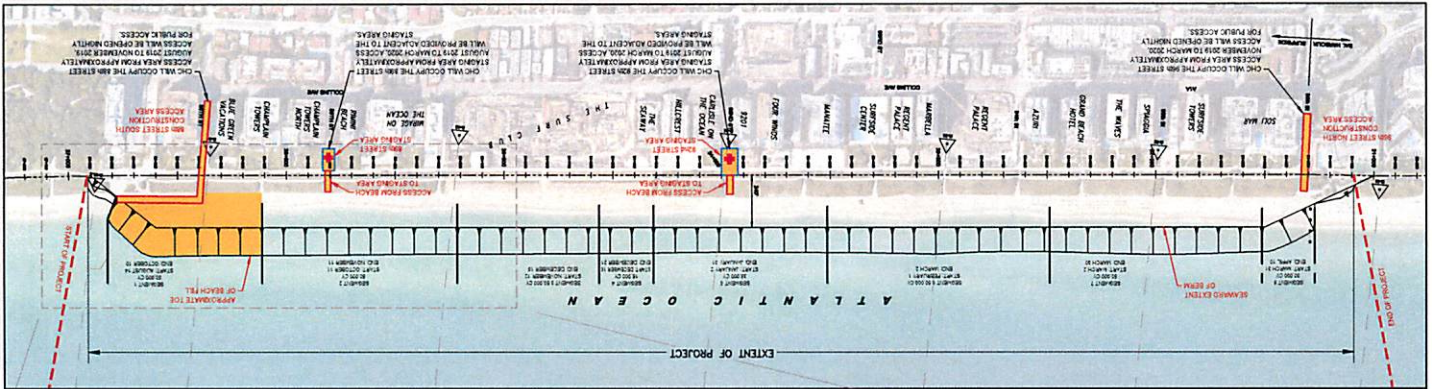
Access Code: 582-596-925

MEETING ADJOURNED – THANK YOU

Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.


- Ricardo Villet – Project Manager; Mobile: 305-833-6828
Email: rvillet@chcivil.com
- Francisco Juelle – Alt. Project Manager/Superintendent; Mobile: 787-238-3243
Email: fjuelle@chccaribbean.com
- Hector Sevilla- Quality Control Manager; Mobile: 954-756-5865
Email: hsevilla@chcivil.com
- Yunesky Hernandez- Project Superintendent; Mobile: 786-218-2560
Email: yhernandez@chcivil.com

	FIRST AID / EYE WASH
	AREA NOT READY FOR CONSTRUCTION
	BEACH UNDER CONSTRUCTION
	READY FOR PUBLIC USE
	STAGING AREA
	DESIGNATED CONSTRUCTION ACCESS
	START/END OF PROJECT
LEGEND	



Last Updated: September 25, 2019
 Beach Erosion Control and Hurricane Protection Project
 Miami-Dade County, Florida Beach Renourishment Project

OVERVIEW **PROGRESS MAP**

				Project: USACE Surfside Project Location: Miami-Dade County, FL		THREE WEEK LOOK AHEAD SCHEDULE														Current + 2 Weeks											
						START:		7-Oct-19														END:		26-Oct-19							
		7-Oct	8-Oct	9-Oct	10-Oct	11-Oct	12-Oct	14-Oct	15-Oct	16-Oct	17-Oct	18-Oct	19-Oct	21-Oct	22-Oct	23-Oct	24-Oct	25-Oct	26-Oct												
ACTIVITY ID / KTR	ACTIVITY DESCRIPTION	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	ITEM COMPLETED + Y/N or O Ongoing	COMMENTS										
	<u>Meetings</u>			Non Work Day (YOM KIPPUR)				Non Work Day (SUKKOT)																							
	Preparatory Meetings for DFOV:																														
	Tilling																					Date Time TBD									
	Weekly Project Status Meeting											X						X				Via Conf Call @ 10:30 AM									
A1330	Vibration Control Monitoring	X	X			X	X		X			X	X	X	X	X	X	X	X	X	X	Ongoing									
A1340	Environmental/Turbidity Monitoring	X	X			X	X		X			X	X	X	X	X	X	X	X	X	X	Ongoing									
A1400	Beach Fill Segment 1: STA 36+800 to 36+100																					Completed To Submit Survey Approval									
A1405	Post Construction Survey Segment 1 Sta 36+800 to 36+600																					TBD									
A1406	Beach Tilling Segment 1 Sta 36+800 to 36+100					X																									
A1410	Beach Fill Segment 2: Station 36+100 to 35+200					X	X		X			X	X																		
	Station 35+500 to 35+600										X	X																			
	Station 35+600 to 35+700												X	X																	
	Station 35+700 to 35+800											X	X																		
	Station 35+800 to 35+900													X	X		X	X													
	Station 35+900 to 36+000																														
	<u>Deliveries</u>																														
	None Scheduled																														



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Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

09 Oct 2019

Miami Resident Office

Prime Contractor Missing Critical Data

Enter missing data in "Prime Contractor"

Prime Contractor Missing Data

Status

The following Prime Contractor fields need to be entered: Name, Email,

Missing Data

Subcontractors Missing Critical Data

Enter missing data in "Subcontractors"

Responsibility Code	Contractor Name	Trade	POC Name	Amount Subcontracted	Status
CHC	CHC	Prime Contractor	Ricardo Villet		Missing Data
GOV	USACE		Chris Rego		Missing Data

Contractors Requiring Insurance / SF 1413

Enter expiration dates for insurance and signature date for SF1413 in "Contractor Insurance"

Contractor	First Day on Site	Last Day on Site	General Insurance	Auto Insurance	Workman's Comp	SF1413 Acknowledged	Status
CHC	08/08/2019						Submit documents
A Falero	08/19/2019		09/26/2019	09/26/2019	09/26/2019	09/10/2019	Submit documents
Olin Hydro	08/08/2019						Submit documents
LSS	08/19/2019		01/02/2020		01/02/2020	09/10/2019	Submit documents

Contractors Requiring Payrolls

Enter payrolls for each week shown in "Contractor Payrolls"

Contractor	First Day on Site	Last Day on Site	Payrolls not submitted or submitted with problems	Status
	08/08/2019		10/06/2019, 10/13/2019	Submit Documents
CHC	08/08/2019		08/11/2019, 08/18/2019, 08/25/2019, 09/01/2019, 09/08/2019, 09/15/2019, 09/22/2019, 09/29/2019, 10/06/2019, 10/13/2019	Submit Documents

Daily QC Reports not Completed

Enter Daily QC Report and mark completed "Daily QC Reports"

QC Reports not completed for the following dates

Status

10/07/2019, 10/08/2019

Not Completed

Outstanding Deficiency Items

Enter date corrected in "Deficiency Items"

Item No.	Date Issued	Description	Location	Status
QA-00021	08/21/2019	There is no eye wash station at the staging area where equipment is stored/refueled and there are chemicals and other possible irritants being stored. This does not comply with EM 385-1-1, Paragraph 06.B.02.b.	Staging Area	Not Corrected
QC-00001	08/21/2019	CHC hereby acknowledges the deficiency of the vegetation protection plan at the 88th Street access. During the offloading procedures of the sand and placement on to the beach sand has accumulated in the Dune vegetation on the Northeast section of the access point. CHC is in the process of removing the accumulated sand from the vegetation. Following completion of the removal of the sand, if there are any impacts to the vegetation, CHC will mitigate the area is damaged. The impacted area is approximately 150 to 200 square feet. The coordinates of the impacted area are N 25.8733, W 80.12001.	88th Access	Not Corrected
QA-00026	09/06/2019	During unloading of beach fill at the 88th street access, the Contractor had spill over of fill from the bucket as it transition from the dump truck release point to the beach. This spill over went on to the dune vegetation, at the north east corner covering some vegetation. The contract picked up some but a good portion remains covered. Deficiency QC-0001 was issued for this issue but per Contract Specification Section 01 57 20, paragraph 3.1.6, if dune vegetation is impacted a plan needs to be submitted with 7 days and implemented within 30 days of the impact. This requirement has not been met.	88th Access	Not Corrected
QA-00029	10/07/2019	Per Contract Specification Section 01 45 05, Paragraph 3.6.2, an initial inspection is to be conducted at the beginning of physical work on each acceptance section. Fill placement began on 19 Aug 2019 and as of 7 Oct 2019, an initial has not been performed on any DFOV, expect for Vibration Monitoring.	3 Phase Insp	Not Corrected

QC Requirements Scheduled to be Completed in Next 7 Days

Enter date QC Requirements are completed in "QC Requirements"

QC Requirement No.	QC Requirement Description	Required for Activity	Activity Start	Lag/Lead	Required Date	Status
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Range:

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Contractor Action Items

09 Oct 2019

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

Miami Resident Office

QC Requirements Scheduled to be Completed in Next 7 Days

Enter date QC Requirements are completed in "QC Requirements"

QC Requirement No.	QC Requirement Description	Required for Activity	Activity Start	Lag/Lead	Required Date	Status
CT-00001	Received sample material, inspected beach fill with approved sample (every 2,000 Tons): a. Sample 62,729 Time 5:15 AM 09-23-2019	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00002	Received sample material, inspected beach fill with approved sample: a. Sample 71696 b. Sample 74688 b. Location Station 36+100 to 36+150	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00003	Received sample material, inspected beach fill with approved sample: a. Sample 71696 b. Location Station 36+250 to 36+300 c. Compared to approved sample.	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00004	Received sample material, inspected beach fill with approved sample: 09/27/19 a. Sample 80673 b. Location Station 36+300 to 36+350 c. Compared to approved sample.	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00005	Received sample material, inspected beach fill with approved sample: 09-28-19 a. Sample 83646 b. Location Station 36+300 to 36+350 c. Compared to approved sample.	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00006	Quarry Sample: a. @ 92,608 Tons b. Location Station 36+350 to 36+400 c. 10:30 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00007	Sand Placement Observation: a. Time 10:30 AM b. Location Station 36+350 to 36+400 c. Status: Sand In compliance	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00008	Quarry Sample: a. @ 86634 Tons b. Location Station 36+400 to 36+450 c. 9:30 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00009	Quarry Sample 1: a. At 95,609Tons b. Location Station 36+400 to 36+500 c. 5:01 AM Quarry Sample 2: a. At 98,604Tons b. Location Station 36+400 to 36+500 c. 10:56 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00010	Sand Placement Observation: a. Time 8:00 AM b. Location Station 36+500 to 36+700 c. Status: Sand In compliance	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results

Activities Scheduled to be Started in Next 7 Days

Enter date activity started in "Activities Started/Finished"

Activity No.	Activity Description	Contractor	Scheduled Start	Days Late	Status
A1020	End Phase 1	CHC	09/11/2019	28 days	Not Started
A1155	Review/Approve - Schedule of V	GOV	09/10/2019	29 days	Not Started
A1405	Post Construction Survey Segme	GOV	09/23/2019	16 days	Not Started
A1406	Beach Tilling Segment One	CHC	09/24/2019	15 days	Not Started

Range:

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US Army Corps
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Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

09 Oct 2019

Miami Resident Office

Activities Scheduled to be Started in Next 7 Days

Enter date activity started in "Activities Started/Finished"					
Activity No.	Activity Description	Contractor	Scheduled Start	Days Late	Status
A1410	Beach Fill Second Segment - 5	CHC	09/23/2019	16 days	Not Started

Activities Scheduled to be Finished in Next 7 Days

Enter date activity started in "Activities Started/Finished"					
Activity No.	Activity Description	Contractor	Actual Start	Scheduled Finished	Status
A1020	End Phase 1	CHC	09/11/2019	09/11/2019	Not Started
A1150	Prepare/Submit - Schedule of V	CHC	09/06/2019	09/10/2019	Not Started
A1155	Review/Approve - Schedule of V	GOV	09/10/2019	09/11/2019	Not Started
A1400	Beach Fill First Segment - Up	CHC	08/14/2019	09/20/2019	Not Started
A1405	Post Construction Survey Segme	GOV	09/23/2019	09/23/2019	Not Started
A1406	Beach Tilling Segment One	CHC	09/24/2019	09/24/2019	Not Started
A1410	Beach Fill Second Segment - 5	CHC	09/23/2019	10/16/2019	Not Started

Features of Work with no Activities Assigned

Assign features to activities in "Pay Activities"		
Feature of Work	Number of Activities	Status
Clearing & Grubbing	0	No Activities

Hazard Analysis Without Features

Enter Hazard Analysis and complete (or assign Feature and complete) in "Hazard Analysis"	
Hazard Analysis Title	Status
Tilling	Accepted
Envr-Turbidity Monitoring	Not Complete
Demobilization	Not Complete

Features of Work Requiring a Preparatory Inspection

Enter date Preparatory Inspection meeting is held in "Prep/Initial Inspections"					
Feature of Work	First Activity	Activity Start	Preparatory Scheduled	Time	Status
Coastal Vegetation Planting					Prep Not Scheduled
Demobilization					Prep Not Scheduled
Tilling			10/10/2019	9:30AM	Prep Not Held

Features of Work Requiring an Initial Inspection

Enter Scheduled Date and Time for Initial Inspection meeting is held in "Prep/Initial Inspections"					
Feature of Work	First Activity	Preparatory Held	Initial Scheduled	Time	Status
Beach Fill (Truck Haul)	A1400 - Beach Fill First Segment - Up	08/12/2019			Initial Not Scheduled
Clearing & Grubbing		08/12/2019			Initial Not Scheduled
Coastal Vegetation Planting					Initial Not Scheduled
Demobilization					Initial Not Scheduled
Environmental Monitoring	A1340 - Environmental Species Coordinat	08/12/2019			Initial Not Scheduled
Mobilization	A1010 - Start Phase 1	08/07/2019	08/09/2019		Initial Not Held
MOT	A1170 - Prepare/Submit - Traffic Contr	08/12/2019			Initial Not Scheduled
Surveying		08/12/2019			Initial Not Scheduled
Tilling					Initial Not Scheduled
Turbidity Monitoring	A1350 - Turbidity Monitoring	08/12/2019			Initial Not Scheduled

Equipment Requiring Safety Inspection

Enter Inspection date in "Equipment Checks" or "Last Day on Site"					
Equipment ID	Make / Model	Description / Serial No.	Last Inspection	Hrs Authorized / Run	Status
00000008	UNITED RENTAL SWEEPER 34644	UNITED RENTAL SWEEPER 34644 10191178	09/23/2019	0 / 8	
00000011	DOBBS 450K Bull Dozer	DOBBS 450K Bull Dozer 450K	08/20/2019	0 / 10	

Range:

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SUBMITTAL REGISTER (ER 415-1-10)									
TITLE AND LOCATION: 113082 Miami-Dade Surfride Contract A-Surfride, FL									
DATE: 10/9/2019									
CONTRACTOR: Continental Heavy Civil Corp									
CONTRACT NUMBER: W912EP19C0017 NA									
Activity No.	TRANS MITTAL No.	ITEM No.	SPEC PARAGRAPH No.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFI CATION	REVIEWER	CONTRACTOR SCHEDULE DATES	CONTRACTOR ACTION
					OR S DA, GA, CR		OFFICE / NAME	SUBMIT NEEDED BY	CODE RECEIVED DATE
							APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE RETURNED DATE
Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS									
9.1	20	01 35 26 1.8	Activity Hazard Analysis (AHA) Turbidity	CERTIFICATES	GA	RO	Rego, Christopher		27 Sep 19
Section 01 50 02 TEMPORARY CONSTRUCTION FACILITY									
A1400	7	01 50 02	Contractor's Temporary Facilities	SHOP DRAWINGS	GA	RO	Rego, Christopher	15 Jul 19	14 Aug 19
								14 Aug 19	23 Sep 19
Main Register									
Page 1 of 1									
Sorted by Section & Item									
In Review									



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Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	14	Call -In#	(224) 501-3412	
Meeting Held:	Thursday, 10/16/2019	Access Code:	582-596-925	
Project:	Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL	Contract #: FDEP Permit #	W912EP-19-C-0017 0233882-010-JM	
TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X"				
D	A	Name / Title	Company/ Organization	Email Address
X		Ricardo Villet / COO	CHC	rvillet@chcivil.com
X	X	Francisco Juelle/PM	CHC	fjuelle@chccaribbean.com
X		Yunesky Hernandez / Super	CHC	yhernandez@chcivil.com
X	X	Hector Sevilla / QCM	CHC	hsevilla@chcivil.com
X	X	Domenic DeAmicis / SSHO	CHC	ddeamicis07@gmail.com
X		Greg Close / SSHO	CHC	Gclose@chcivil.com
X		Geoff Reichold	The NDN Companies	Greichold@thendncompanies.com
X		Meghan Harrison	The NDN Companies	mharrison@thendncompanies.com
X		William Gerrard	The NDN Companies	wgerrard@thendncompanies.com
X	X	Kevin Kerkhof	The NDN Companies	kkerkhof@thendncompanies.com
X	X	Nestor Rivera / ACO	USACE	Nestor.A.Rivera@usace.army.mil
X	X	Christopher Rego / COR	USACE	Christopher.M.Rego@usace.army.mil
X	X	Leo Bastante / COR	USACE	Leopoldo.A.Bastante@usace.army.mil
X		Tony Jettinghoff/ACO	USACE	
X	X	Brian Choate	USACE	Brian.C.Choate@usace.army.mil
X		Michael Neves	USACE	Michael.P.Neves@usace.army.mil
X		Erica Skolte	USACE	Erica.A.Skolte@usace.army.mil
X		Timothy Humphrey	USACE	Timothy.G.Humphrey@usace.army.mil
X		Piper Austin	USACE	Piper.E.Austin@usace.army.mil
X		Andrew Dutil	USACE	Andrew.S.Dutil@usace.army.mil
X		Troy Mayhew	USACE /CESAJ-EN-GG	Troy.a.mayhew@usace.army.mil
X	X	Guillermo Olmedillo	Town of Surfside	golmedillo@townofsurfsidefl.gov
X	X	Duncan Tavares	Town of Surfside	dtavares@townofsurfsidefl.gov



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X		Randy Stokes	Town of Surfside-PWD	rstokes@townofsurfsidefl.gov
X		Irina Mocanu	Town of Surfside	imocanu@townofsurfsidefl.gov
X		Lindsay Fast	Town of Surfside	lfast@townofsurfsidefl.gov
X	X	Lt. John Healy	TOS Police Dept.	JHealy@townofsurfsidefl.gov
X		Julio Yero	TOS Police Dept.	jyero@townofsurfsidefl.gov
X		John Bambis	TOS Police Dept.	jbambis@townofsurfsidefl.gov
X		Julio Nores	DERM-RER	Julio.Nores@miamidade.gov
X		Libbie McDearmid	Florida DEP	Libbie.McDearmid@FloridaDEP.gov
X		Alexandra Wagner	Florida DEP	Alexandra.Wagner@FloridaDEP.gov
X		Teal Kawana	MDPR	teal.kawana@miamidade.gov
X		Colette Biondi	MDPR	Colette.Biondi@miamidade.gov
X		Carlos Fernandez-Quevedo	MDPR	Carlos.Fernandez-Quevedo@miamidade.gov
X		Paul Voight	MDCP-RER	Paul.Voight@miamidade.gov
X	X	Sarah Thanner	MDCP-RER	Sara.Thanner@miamidade.gov
X		Marina Blanco-Pape	MDCP-RER	Marina.Blanco-Pape@miamidade.gov
X		Alberto Pisani	MDCP-RER	Alberto.Pisani@miamidade.gov
X		Leanne	MD Sea Turtle	
X		Kelli Stamm	Precision Measurements	kstamm@precisionmeasurements.com



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WEEKLY PROGRESS MEETING MINUTES

1.0 Review minutes from previous progress meeting:

- 1.1 No Changes.

2.0 Review RMS Contractor Action Item Report:

- 2.1 Attached contractors' updates for action items list; ongoing.

3.0 Review work progress since previous meeting:

3.1 Segment-1: Completed Oct. 8th Pending Survey

- *Tilling has not started, CHC is modifying the tiller to meet specs.*

3.2 Segment-2:

- Worked on beach fill Station 35+500 to 35+700 placing material to build up template.
- Continued Truck Hauling:
 - 17,395.51 Tons received last week.
 - 773 Trucks loads received last week (5 day run).
 - 116,404.75 Tons of fill material placed up to date.
 - Short week due to 2-days of contractual non workdays.

4.0 Review this week's definable feature of work:

4.1 Beach Fill (Truck Haul):

- *Segment-1*
 - Tilling station 36+400 to 36+900; Pending tiller modification.
 - Final walkthrough to be held after completion of tilling. TBD
- *Segment -2*
 - Place beach fill material station 35+500 to 36+100.
16,000 Tons (Approx. 700 Trucks loads) projected this week from Today through Saturday.
 - Scheduled Survey for:
 - Station 35+700 to 35+800 Thursday at 4:30 PM
 - Station 35+800 to 35+900 Friday time TBD
 - CHC to install additional mats for the haul road.

4.2 Vibration Monitoring: No issues; continuing monitoring 24/7.

- No reported issues.

4.3 Environmental/Turbidity Monitoring:

- Contractor receives daily Turtle Nesting clearance notification prior start of each workday. No delays up to date.



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- Kevin K.-NDN: Provide Update; no issues and samples are in compliance all below 29 NTU's. Visual monitoring has continued to produce similar results as previous weeks, nothing has changed, conditions are the same.
- Chris R.-USACE mentioned that last week it was noted that it was added to the report that a cloudiness/plume on the water between 92nd and 93rd was reported. Kevin K.-NDN stated although turbidity was in compliance and that the plume was way out of the project site, he doesn't think is associated with the project.

4.4 Project Site Coordination:

- Eruv Weekly inspections within CHC work site by outside source.
 - No reported issues.
 - The Eruv inspector was on site, inspected last Thursday in the afternoon.

4.5 Scheduled Preparatory Meeting:

- Non-Scheduled.

4.6 3-Phase Inspection Schedule:

- Surveying TBD

5.0 Review construction project schedule:

5.1 See attached 3-week look ahead.

5.2 A per contracted CHC will not be working the following days:

- Wednesday 09-October 2019: Contractual Non-Workday
- Monday 21-October 2019 (Semini ALzeret): Contractual Non-Workday
- Tuesday 22-October 2019 (Scmchat Torah): Contractual Non-Workday
- Tilling Segment-1:
 - Held, CHC is awaiting on modification of tiller to meet (36 in. depth).

6.0 Submittal and RFI's:

6.1 Submittals Under Review

- See attached submittals under review log, no critical submittals are overdue at this time:

6.2 Request for Information (RFI's - see attached log):

- No RFI's are pending.

7.0 Review off-site activities:

- Employee parking & staging site for trucking at Haulover Park; trucks arrive and are dispatch to project site. No reported issues.
- Chris R.-USACE recommended that we have a plant visit at Vulcan Quarry Monday Oct. 21st. Hector S.-CHC agreed. Will follow up with tentative time to meet at Quarry.

8.0 Review Site Safety & Deficiencies:

8.1 Domenic D.-CHC SSHO review weekly safety briefings and deficiencies.



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- Domenic D.-CHC Provide Update: Eye wash station to be installed.
- Chris R.-USACE noted on safety is to make sure that the haul road is set up correctly.
- Nestor R.-USACE asked about the gentlemen that had the injury (Jeremy Thomas) if CHC is on lost time? Francisco J.-CHC stated that he is on medical leave and is on cast and that he has a upcoming medical leave and that he has a appointment and we will be notified if he can be on light duty as latest update. Chris R.-USACE noted CHC to remember to update the board.

9.0 Review / Update Joint Risk Management Register:

9.1 Ongoing JRMR USACE and Contractor.

10.0 Modifications, Changes, Substitutions to the Contract:

- Mod 1: *Pre & Post Hurricane survey, CHC and USACE to review survey data, delays and loss of material. Chris R.-USACE Noted that USACE is a awaiting on documentation and backup from CHC.*

11.0 Other Business:

- No-Work Dates for 2020
 - Duncan T.-TOS asked how are we going to address “no work” dates for 2020? TOS schedule only goes up to 2019, so they have a list that’s going to commission on November and need to submit 2020 no work dates. Nestor R.-USACE stated that this will be discussed separately; contractor (CHC) shall continue to follow the contract schedule.
- *Open Items:*
 - *Dunes site visit at 96th street.*

End of Meeting

Next Meeting Date: Wednesday, 10/23/19 @ 10:30 A.M.

Location: Conference call

Call In: (224) 501-3412

Access Code: 582-596-925

MEETING ADJOURNED – THANK YOU

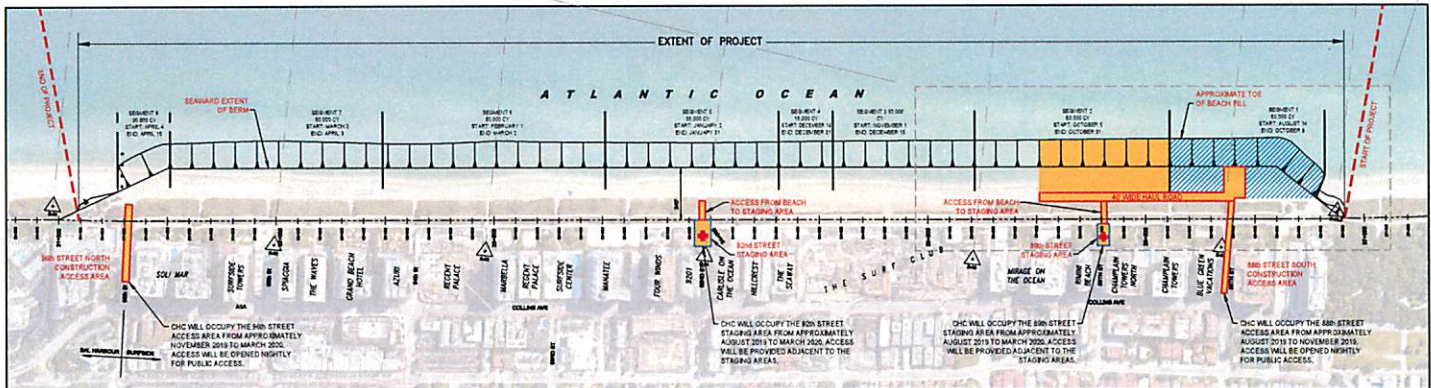
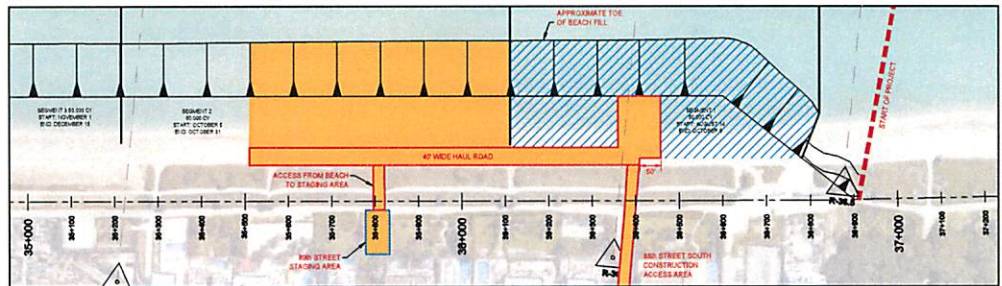
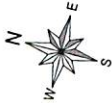
Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.

- Ricardo Villet – Project Manager; Mobile: 305-833-6828
Email: rvillet@chcivil.com
- Francisco Juelle – Alt. Project Manager/Superintendent; Mobile: 787-238-3243
Email: fjuelle@chccaribbean.com
- Hector Sevilla- Quality Control Manager; Mobile: 954-756-5865
Email: hsevilla@chcivil.com
- Yunesky Hernandez- Project Superintendent; Mobile: 786-218-2560
Email: yhernandez@chcivil.com

PROGRESS MAP OVERVIEW

Beach Erosion Control and Hurricane Protection Project,
Miami-Dade County, Florida, Beach Renourishment 2019
Surfside Beach


Last Updated: October 17, 2019



LEGEND

---	START/END OF PROJECT
	DESIGNATED CONSTRUCTION ACCESS
	STAGING AREA
	AREA ACCEPTED BY CONTRACTING OFFICE/ READY FOR PUBLIC USE
	BEACH UNDER CONSTRUCTION
	AREA NOT READY FOR CONSTRUCTION
	PENDING TILLING
+	FIRST AID / EYE WASH





Project: USACE Surfside Project

Location: Miami-Dade County, FL

THREE WEEK LOOK AHEAD SCHEDULE

Current + 2 Weeks

		THREE WEEK LOOK AHEAD SCHEDULE														Current + 2 Weeks							
		START: 14-Oct-19														END: 2-Nov-19							
		14-Oct	15-Oct	16-Oct	17-Oct	18-Oct	19-Oct	21-Oct	22-Oct	23-Oct	24-Oct	25-Oct	26-Oct	28-Oct	29-Oct	30-Oct	31-Oct	1-Nov	2-Nov				
ACTIVITY ID / KTR	ACTIVITY DESCRIPTION	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	ITEM COMPLETED - Y/N or O - Ongoing	COMMENTS		
	<div>Meetings</div> <div>Preparatory Meetings for DFOV:</div> <div>Tilling</div> <div>Weekly Project Status Meeting</div>	Non Work Day (SUKKOT)	Non Work Day (SUKKOT)					Non Work Day (Semini Alarret)	Non Work Day (Semchah Terah)														
	Completed																						
	Via Conf Call @ 10:30 AM																						
A1330	Vibration Control Monitoring				X																		Ongoing
A1340	Environmental/Turbidity Monitoring				X	X	X			X				X	X	X	X	X	X	X	X	X	Ongoing
A1400	Beach Fill Segment 1: STA 36+800 to 36+100																						Completed To Submit Survey for Approval
A1405	Post Construction Survey Segment 1 Sta 36+800 to 36+600																						TBD After Tilling is Completed
A1406	Beach Tilling Segment 1 Sta 36+800 to 36+100																						
A1410	Beach Fill Segment 2: Station 36+100 to 35+200																						
	Station 35+500 to 35+600																						
	Station 35+600 to 35+700																						
	Station 35+700 to 35+800			X	X																		
	Station 35+800 to 35+900				X	X																	
	Station 35+900 to 36+000							X															
	Install Additional Mats																						
	<div>Deliveries</div> <div>None Scheduled</div>																						



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Contractor Action Items

16 Oct 2019

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

Miami Resident Office

Subcontractors Missing Critical Data

Enter missing data in "Subcontractors"

Responsibility Code	Contractor Name	Trade	POC Name	Amount Subcontracted	Status
GOV	USACE		Chris Rego		Missing Data

Contractors Requiring Insurance / SF 1413

Enter expiration dates for insurance and signature date for SF1413 in "Contractor Insurance"

Contractor	First Day on Site	Last Day on Site	General Insurance	Auto Insurance	Workman's Comp	SF1413 Acknowledged	Status
Olin Hydro	08/08/2019						Submit documents

Contractors Requiring Payrolls

Enter payrolls for each week shown in "Contractor Payrolls"

Contractor	First Day on Site	Last Day on Site	Payrolls not submitted or submitted with problems	Status
	08/08/2019		10/06/2019, 10/13/2019, 10/20/2019	Submit Documents
CHC	08/08/2019		08/11/2019, 08/18/2019, 08/25/2019, 09/01/2019, 09/08/2019, 09/15/2019, 09/22/2019, 10/13/2019, 10/20/2019	Submit Documents

Daily QC Reports not Completed

Enter Daily QC Report and mark completed "Daily QC Reports"

QC Reports not completed for the following dates	Status
10/16/2019	Not Completed

Outstanding Deficiency Items

Enter date corrected in "Deficiency Items"

Item No.	Date Issued	Description	Location	Status
QA-00021	08/21/2019	There is no eye wash station at the staging area where equipment is stored/refueled and there are chemicals and other possible irritants being stored. This does not comply with EM 385-1-1, Paragraph 06.B.02.b.	Staging Area	Not Corrected
QC-00001	08/21/2019	CHC hereby acknowledges the deficiency of the vegetation protection plan at the 88th Street access. During the offloading procedures of the sand and placement on to the beach sand has accumulated in the Dune vegetation on the Northeast section of the access point. CHC is in the process of removing the accumulated sand from the vegetation. Following completion of the removal of the sand, if there are any impacts to the vegetation, CHC will mitigate the area is damaged. The impacted area is approximately 150 to 200 square feet. The coordinates of the impacted area are N 25.8733, W 80.12001.	88th Access	Not Corrected
QA-00026	09/06/2019	During unloading of beach fill at the 88th street access, the Contractor had spill over of fill from the bucket as it transition from the dump truck release point to the beach. This spill over went on to the dune vegetation, at the north east corner covering some vegetation. The contract picked up some but a good portion remains covered. Deficiency QC-0001 was issued for this issue but per Contract Specification Section 01 57 20, paragraph 3.1.6, if dune vegetation is impacted a plan needs to be submitted with 7 days and implemented within 30 days of the impact. This requirement has not been met.	88th Access	Not Corrected
QA-00029	10/07/2019	Per Contract Specification Section 01 45 05, Paragraph 3.6.2, an initial inspection is to be conducted at the beginning of physical work on each acceptance section. Fill placement began on 19 Aug 2019 and as of 7 Oct 2019, an initial has not been performed on any DFOV, expect for Vibration Monitoring.	3 Phase Insp	Not Corrected

QC Requirements Scheduled to be Completed in Next 7 Days

Enter date QC Requirements are completed in "QC Requirements"

QC Requirement No.	QC Requirement Description	Required for Activity	Activity Start	Lag/Lead	Required Date	Status
CT-00001	Received sample material, inspected beach fill with approved sample (every 2,000 Tons): a. Sample 62,729 Time 5:15 AM 09-23-2019	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00002	Received sample material, inspected beach fill with approved sample: a. Sample 71696 b. Sample 74688 c. Location Station 36+100 to 36+150	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00003	Received sample material, inspected beach fill with approved sample: a. Sample 71696 b. Location Station 36+250 to 36+300 c. Compared to approved sample.	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results

Range:

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Contractor Action Items

16 Oct 2019

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

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QC Requirements Scheduled to be Completed in Next 7 Days

Enter date QC Requirements are completed in "QC Requirements"						
QC Requirement No.	QC Requirement Description	Required for Activity	Activity Start	Lag/Lead	Required Date	Status
CT-00004	Received sample material, inspected beach fill with approved sample: 09/27/19 a. Sample 80673 b. Location Station 36+300 to 36+350 c. Compared to approved sample.	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00005	Received sample material, inspected beach fill with approved sample: 09-28-19 a. Sample 83646 b. Location Station 36+300 to 36+350 c. Compared to approved sample.	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00006	Quarry Sample: a. @ 92,608 Tons b. Location Station 36+350 to 36+400 c. 10:30 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00007	Sand Placement Observation: a. Time 10:30 AM b. Location Station 36+350 to 36+400 c. Status: Sand In compliance	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00008	Quarry Sample: a. @ 86634 Tons b. Location Station 36+400 to 36+450 c. 9:30 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00009	Quarry Sample 1: a. At 95,609Tons b. Location Station 36+400 to 36+500 c. 5:01 AM Quarry Sample 2: a. At 98,604Tons b. Location Station 36+400 to 36+500 c. 10:56 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00010	Sand Placement Observation: a. Time 8:00 AM b. Location Station 36+500 to 36+700 c. Status: Sand In compliance	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00011	Quarry Sample 1: a. At 101,754 Tons b. Location Station 35+500 to 36+100 c. 10:38 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00012	Sand Placement Observation: a. Time 10:00 AM b. Location Station 36+500 to 36+100 c. Status: Sand In compliance	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00013	Sand Placement Observation: a. Time 10:45 AM b. Location Station 35+500 to 35-700 c. Status: Sand In compliance	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results

Activities Scheduled to be Started in Next 7 Days

Enter date activity started in "Activities Started/Finished"					
Activity No.	Activity Description	Contractor	Scheduled Start	Days Late	Status
A1020	End Phase 1	CHC	09/11/2019	35 days	Not Started
A1405	Post Construction Survey Segme	GOV	09/23/2019	23 days	Not Started
A1406	Beach Tilling Segment One	CHC	09/24/2019	22 days	Not Started
A1412	Post Construction Survey Segme	GOV	10/17/2019	1 days	Not Started
A1417	Beach Tilling Segment Two	CHC	10/18/2019	2 days	Not Started
A1420	Beach Fill Third Segment - 10	CHC	10/17/2019	1 days	Not Started

Range:

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Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

16 Oct 2019

Miami Resident Office

Activities Scheduled to be Finished in Next 7 Days

Enter date activity started in "Activities Started/Finished"

Activity No.	Activity Description	Contractor	Actual Start	Scheduled Finished	Status
A1020	End Phase 1	CHC	09/11/2019	09/11/2019	Not Started
A1405	Post Construction Survey Segme	GOV	09/23/2019	09/23/2019	Not Started
A1406	Beach Tilling Segment One	CHC	09/24/2019	09/24/2019	Not Started
A1410	Beach Fill Second Segment - 5	CHC	10/07/2019	10/16/2019	Not Started
A1412	Post Construction Survey Segme	GOV	10/17/2019	10/17/2019	Not Started
A1417	Beach Tilling Segment Two	CHC	10/18/2019	10/18/2019	Not Started

Features of Work with no Activities Assigned

Assign features to activities in "Pay Activities"

Feature of Work	Number of Activities	Status
Clearing & Grubbing	0	No Activities

Hazard Analysis Without Features

Enter Hazard Analysis and complete (or assign Feature and complete) in "Hazard Analysis"

Hazard Analysis Title	Status
Tilling	Accepted
Envr-Turbidity Monitoring	Not Complete
Demobilization	Not Complete

Features of Work Requiring a Preparatory Inspection

Enter date Preparatory Inspection meeting is held in "Prep/Initial Inspections"

Feature of Work	First Activity	Activity Start	Preparatory Scheduled	Time	Status
Coastal Vegetation Planting					Prep Not Scheduled
Demobilization					Prep Not Scheduled
Tilling			10/10/2019	9:30AM	Prep Not Held

Features of Work Requiring an Initial Inspection

Enter Scheduled Date and Time for Initial Inspection meeting is held in "Prep/Initial Inspections"

Feature of Work	First Activity	Preparatory Held	Initial Scheduled	Time	Status
Clearing & Grubbing		08/12/2019			Initial Not Scheduled
Coastal Vegetation Planting					Initial Not Scheduled
Demobilization					Initial Not Scheduled
Surveying		08/12/2019			Initial Not Scheduled
Tilling					Initial Not Scheduled

Equipment Requiring Safety Inspection

Enter Inspection date in "Equipment Checks" or "Last Day on Site"

Equipment ID	Make / Model	Description / Serial No.	Last Inspection	Hrs Authorized / Run	Status
00000008	UNITED RENTAL SWEEPER 34644	UNITED RENTAL SWEEPER 34644 10191178	09/23/2019	0 / 8	
00000011	DOBBS 450K Bull Dozer	DOBBS 450K Bull Dozer 450K	08/20/2019	0 / 10	

Range:

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Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	15	Call -In#	(224) 501-3412	
Meeting Held:	Wednesday, 10/23/2019	Access Code:	582-596-925	
Project:	Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL	Contract #: FDEP Permit #	W912EP-19-C-0017 0233882-010-JM	
TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X"				
D	A	Name / Title	Company/ Organization	Email Address
X		Ricardo Villet / COO	CHC	rvillet@chcivil.com
X		Francisco Juelle/PM	CHC	fjuelle@chccaribbean.com
X		Yunesky Hernandez / Super	CHC	yhernandez@chcivil.com
X	X	Hector Sevilla / QCM	CHC	hsevilla@chcivil.com
X	X	Domenic DeAmicis / SSHO	CHC	ddeamicis07@gmail.com
X	X	Greg Close / SSHO	CHC	gclose@chcivil.com
X		Geoff Reichold	The NDN Companies	Greichold@thendncompanies.com
X		Meghan Harrison	The NDN Companies	mharrison@thendncompanies.com
X		William Gerrard	The NDN Companies	wgerrard@thendncompanies.com
X	X	Kevin Kerkhof	The NDN Companies	kkerkhof@thendncompanies.com
X	X	Nestor Rivera / ACO	USACE	Nestor.A.Rivera@usace.army.mil
X	X	Christopher Rego / COR	USACE	Christopher.M.Rego@usace.army.mil
X	X	Leo Bastante / COR	USACE	Leopoldo.A.Bastante@usace.army.mil
X		Tony Jettinghoff/ACO	USACE	
X	X	Brian Choate	USACE	Brian.C.Choate@usace.army.mil
X		Michael Neves	USACE	Michael.P.Neves@usace.army.mil
X	X	Erica Skolte	USACE	Erica.A.Skolte@usace.army.mil
X		Timothy Humphrey	USACE	Timothy.G.Humphrey@usace.army.mil
X		Piper Austin	USACE	Piper.E.Austin@usace.army.mil
X		Andrew Dutil	USACE	Andrew.S.Dutil@usace.army.mil
X		Troy Mayhew	USACE /CESAJ-EN-GG	Troy.a.mayhew@usace.army.mil
X	X	Guillermo Olmedillo	Town of Surfside	golmedillo@townofsurfsidefl.gov
X	X	Duncan Tavares	Town of Surfside	dtavares@townofsurfsidefl.gov



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X		Randy Stokes	Town of Surfside-PWD	rstokes@townofsurfsidefl.gov
X		Irina Mocanu	Town of Surfside	imocanu@townofsurfsidefl.gov
X		Lindsay Fast	Town of Surfside	lfast@townofsurfsidefl.gov
X	X	Lt. John Healy	TOS Police Dept.	JHealy@townofsurfsidefl.gov
X		Julio Yero	TOS Police Dept.	jyero@townofsurfsidefl.gov
X		John Bambis	TOS Police Dept.	jbambis@townofsurfsidefl.gov
X	X	Julio Nores	DERM-RER	Julio.Nores@miamidade.gov
X	X	Libbie McDearmid	Florida DEP	Libbie.McDearmid@FloridaDEP.gov
X		Alexandra Wagner	Florida DEP	Alexandra.Wagner@FloridaDEP.gov
X		Teal Kawana	MDPR	teal.kawana@miamidade.gov
X	X	Colette Biondi	MDPR	Colette.Biondi@miamidade.gov
X		Carlos Fernandez-Quevedo	MDPR	Carlos.Fernandez-Quevedo@miamidade.gov
X		Paul Voight	MDCP-RER	Paul.Voight@miamidade.gov
X		Sarah Thanner	MDCP-RER	Sara.Thanner@miamidade.gov
X		Marina Blanco-Pape	MDCP-RER	Marina.Blanco-Pape@miamidade.gov
X		Alberto Pisani	MDCP-RER	Alberto.Pisani@miamidade.gov
X		Leanne	MD Sea Turtle	
X		Kelli Stamm	Precision Measurements	kstamm@precisionmeasurements.com





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WEEKLY PROGRESS MEETING

1.0 Review minutes from previous progress meeting:

- 1.1 No Changes.

2.0 Review RMS Contractor Action Item Report:

- 2.1 Attached contractors' updates for action items list; ongoing contractor updates on daily basis.

3.0 Review work progress since previous meeting:

3.1 Segment-1: Completed Oct. 8th Pending Survey

- Tilling has not started, CHC is awaiting modified parts for tiller.

3.2 Segment-2:

- Worked on beach fill Station 35+500 to 35+750 placing material to build up template.
- Continued Truck Hauling:
 - 13,928.88 Tons received last week.
 - 617 Trucks loads received last week (5 day run).
 - 130,333.63 Tons of fill material placed up to date.
 - Short week due to 2-days of contractual non workdays.
 - Survey:
 - Station 35+700 to 35+800 Friday at 2:30 PM
 - Installed mats on beach side as per approved submittal.
 - Chris R.-USACE and CHC went to Vulcan Quarry for material quality control site visit inspection.

4.0 Review this week's definable feature of work:

4.1 Beach Fill (Truck Haul):

- Segment-1
 - Tilling station 36+400 to 36+900; Pending tiller modification.
 - Final walkthrough to be held after completion of tilling. TBD
- Segment -2
 - Place beach fill material station 35+800 to 36+100.
16,000 Tons (Approx. 800 Trucks loads) projected this week from Today through Saturday.
 - Scheduled Survey for:
 - Station 35+800 to 35+900 time TBD
 - CHC to install additional mats for the haul road.

4.2 Vibration Monitoring: No issues; continuing monitoring 24/7.

- No reported issues.
- On October 18th SSI relocated Sensor #27430 to station #6 at 9011 Collins Ave. due to CHC is working up further north on Segment #2. Report No.5 is forthcoming.



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4.3 Environmental/Turbidity Monitoring:

- Contractor receives daily Turtle Nesting clearance notification prior start of each workday. No delays up to date.
- Kevin K.-NDN Provide Update: Samples collected continues to be in compliance; visual environmental monitoring no invasive species reported. On Oct. 17th spoke with a concerned citizen that called Surfside Police Department about a yellowish foam that traveled north from the site, investigation was made, it was seafoam located on the surface on the water, the color is due to some to small amount of sand trapped on the foam, no wave action so it was steady on the surface, conclusion no real concern.

4.4 Project Site Coordination:

- Eruv Weekly inspections within CHC work site by outside source.
 - No reported issues.
 - CHC Followed up with Rabbi Bernardo Coiffman for site coordination.

4.5 Scheduled Preparatory Meeting:

- Non-Scheduled.

4.6 3-Phase Inspection Schedule:

- Surveying TBD

5.0 Review construction project schedule:

5.1 See attached 3-week look ahead.

5.2 Chris R.-USACE stated that CHC started on 35+200 working way back south, CHC need to work on one direction. Hector S.-CHC noted that this was brought up with site superintendent and the schedule will be revised to show CHC will be working one direction which is north.

5.3 Chris. R.-USACE asked is the additional mats are in place? Hector S.-CHC noted that CHC only placed the mats on the beach side, the remaining mats will be placed on the weekend maybe Saturday.

6.0 Submittal and RFI's:

6.1 Submittals Under Review

- See attached submittals under review log, no critical submittals are overdue at this time, just general updates.
- Chris R.-USACE mentioned that he will follow up on the accident report awaiting on comments from USACE safety officer.

6.2 Request for Information (RFI's - see attached log):

- No RFI's are pending.

7.0 Review off-site activities:

- Employee parking & staging site for trucking at Haulover Park; trucks arrive and are dispatch to project site. No reported issues.
- Hector S.-CHC asked Ltd. Healy if the department of Town of Surfside had any comments; Lt. Healy responded that there's no issues or complaints so far.



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- CHC continues the effort to sweep the road daily and has a contractor to sweep/vac the street from 88th street to 92nd street Collins Ave.

8.0 Review Site Safety & Deficiencies:

8.1 Domenic D.-CHC SSHO review weekly safety briefings and deficiencies.

- Domenic D.-CHC Provide Update:
 - Eye wash station installed.
 - Safety is really good on this project.
 - Installing Haul Road signs on the beach of the access road.
 - Update on Work Injury that occurred on October 5th. No update, the worker is still on leave.

9.0 Review / Update Joint Risk Management Register:

9.1 Ongoing JRMR USACE and Contractor.

10.0 Modifications, Changes, Substitutions to the Contract:

- Mod 1: *Pre & Post Hurricane survey, CHC and USACE to review survey data, delays and loss of material. Chris R.-USACE Noted that USACE is awaiting on documentation and backup from CHC.*

11.0 Other Business:

- *Non-Workdays:*
 - *CHC mentioned that the contract has Nov. 21st -23rd for Thanksgiving; CHC assumes is a typo and the Non-Workdays is actually Nov. 28th -30th; Chris R.-USACE will follow up.*
- *Open Items:*
 - *Dunes site visit at 96th street.*

End of Meeting

Next Meeting Date: Wednesday, 10/30/19 @ 10:30 A.M.

Location: Conference call

Call In: (224) 501-3412

Access Code: 582-596-925

MEETING ADJOURNED – THANK YOU

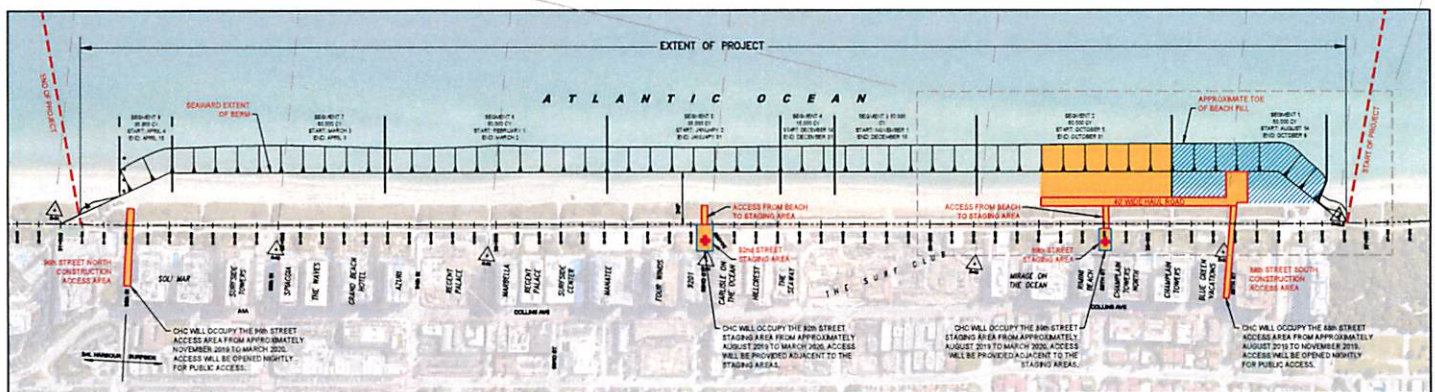
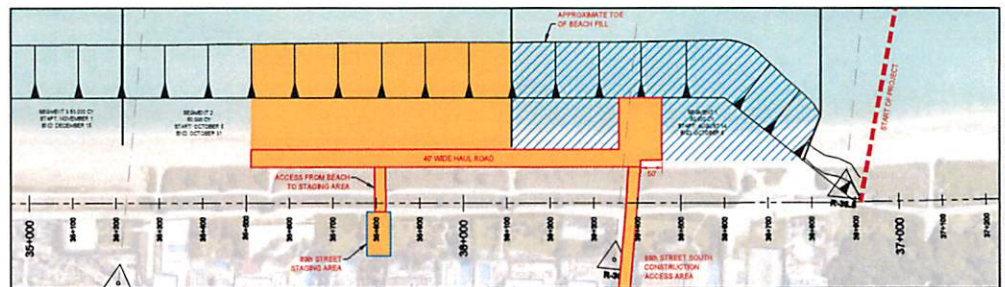
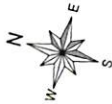
Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.

- Ricardo Villet – Project Manager; Mobile: 305-833-6828
Email: rvillet@chcivil.com
- Francisco Juelle – Alt. Project Manager/Superintendent; Mobile: 787-238-3243
Email: fjuelle@chccaribbean.com
- Hector Sevilla- Quality Control Manager; Mobile: 954-756-5865
Email: hsevilla@chcivil.com
- Yunesky Hernandez- Project Superintendent; Mobile: 786-218-2560
Email: yhernandez@chcivil.com

PROGRESS MAP OVERVIEW

Beach Erosion Control and Hurricane Protection Project,
Miami-Dade County, Florida, Beach Renourishment 2019
Surfside Beach


Last Updated: October 17, 2019



LEGEND

---	START/END OF PROJECT
	DESIGNATED CONSTRUCTION ACCESS
	STAGING AREA
	AREA ACCEPTED BY CONTRACTING OFFICER/ READY FOR PUBLIC USE
	BEACH UNDER CONSTRUCTION
	AREA NOT READY FOR CONSTRUCTION
	PENDING TILLING
+	FIRST AID / EYE WASH





Project: USACE Surfside Project

Location: Miami-Dade County, FL

THREE WEEK LOOK AHEAD SCHEDULE

Current + 2 Weeks

		START: 21-Oct-19														END: 9-Nov-19							
		21-Oct	22-Oct	23-Oct	24-Oct	25-Oct	26-Oct	28-Oct	29-Oct	30-Oct	31-Oct	1-Nov	2-Nov	4-Nov	5-Nov	6-Nov	7-Nov	8-Nov	9-Nov				
ACTIVITY ID / KTR	ACTIVITY DESCRIPTION	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	ITEM COMPLETED 1/2 or 10 Ongoing	COMMENTS		
	<div>Meetings</div> <div>Preparatory Meetings for DFOV:</div> <div>None Scheduled</div> <div>Weekly Project Status Meeting</div>	Non Work Day (Semini Alzeres)	Non Work Day (Sernatch Torah)																				
A1330	Vibration Control Monitoring					X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Ongoing	
A1340	Environmental/Turbidity Monitoring					X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Ongoing	
A1400	Beach Fill Segment 1: STA 36+800 to 36+100																					Completed To Submit Survey for Approval	
A1405	Post Construction Survey Segment 1 Sta 36+800 to 36+600																					TDB Pending Tilling	
A1406	Beach Tilling Segment 1 Sta 36+800 to 36+100																					Awaiting Custom Parts	
A1410	Beach Fill Segment 2: Station 35+200 to 36+100																					Completed 10/17/19	
	Station 35+700 to 35+800																						
	Station 35+800 to 35+900			X																			
	Station 35+900 to 36+000			X		X																	
	Station 35+700 to 35+600						X																
	Station 35+600 to 35+500							X	X														
	Station 35+500 to 35+400									X	X												
	Station 35+400 to 35+300											X	X										
	Station 35+300 to 35+200													X	X								
	Install Additional Mats																						
A1417	Beach Tilling Segment 2 Sta 35+200 to 36+100																						
A1420	Beach Fill Segment 3: Station 35+200 to 34+550															X	X	X	X				



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Contractor Action Items

23 Oct 2019

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K3001519

Miami Resident Office

Subcontractors Missing Critical Data

Enter missing data in "Subcontractors"

Responsibility Code	Contractor Name	Trade	POC Name	Amount Subcontracted	Status
GOV	USACE		Chris Rego		Missing Data

Contractors Requiring Insurance / SF 1413

Enter expiration dates for insurance and signature date for SF1413 in "Contractor Insurance"

Contractor	First Day on Site	Last Day on Site	General Insurance	Auto Insurance	Workman's Comp	SF1413 Acknowledged	Status
Olin Hydro	08/08/2019						Submit documents

Contractors Requiring Payrolls

Enter payrolls for each week shown in "Contractor Payrolls"

Contractor	First Day on Site	Last Day on Site	Payrolls not submitted or submitted with problems	Status
	08/08/2019		10/06/2019, 10/13/2019, 10/20/2019, 10/27/2019	Submit Documents
CHC	08/08/2019		08/11/2019, 08/18/2019, 08/25/2019, 09/01/2019, 09/08/2019, 09/15/2019, 09/22/2019, 10/20/2019, 10/27/2019	Submit Documents

Daily QC Reports not Completed

Enter Daily QC Report and mark completed "Daily QC Reports"

QC Reports not completed for the following dates	Status
10/16/2019, 10/17/2019, 10/18/2019, 10/19/2019, 10/20/2019, 10/21/2019, 10/22/2019	Not Completed

Outstanding Deficiency Items

Enter date corrected in "Deficiency Items"

Item No.	Date Issued	Description	Location	Status
QC-00001	08/21/2019	CHC hereby acknowledges the deficiency of the vegetation protection plan at the 88th Street access. During the offloading procedures of the sand and placement on to the beach sand has accumulated in the Dune vegetation on the Northeast section of the access point. CHC is in the process of removing the accumulated sand from the vegetation. Following completion of the removal of the sand, if there are any impacts to the vegetation, CHC will mitigate the area is damaged. The impacted area is approximately 150 to 200 square feet. The coordinates of the impacted area are N 25.8733, W 80.12001.	88th Access	Not Corrected
QA-00026	09/06/2019	During unloading of beach fill at the 88th street access, the Contractor had spill over of fill from the bucket as it transition from the dump truck release point to the beach. This spill over went on to the dune vegetation, at the north east corner covering some vegetation. The contract picked up some but a good portion remains covered. Deficiency QC-0001 was issued for this issue but per Contract Specification Section 01 57 20, paragraph 3.1.6, if dune vegetation is impacted a plan needs to be submitted with 7 days and implemented within 30 days of the impact. This requirement has not been met.	88th Access	Not Corrected
QA-00029	10/07/2019	Per Contract Specification Section 01 45 05, Paragraph 3.6.2, an initial inspection is to be conducted at the beginning of physical work on each acceptance section. Fill placement began on 19 Aug 2019 and as of 7 Oct 2019, an initial has not been performed on any DFOV, expect for Vibration Monitoring.	3 Phase Insp	Not Corrected

QC Requirements Scheduled to be Completed in Next 7 Days

Enter date QC Requirements are completed in "QC Requirements"

QC Requirement No.	QC Requirement Description	Required for Activity	Activity Start	Lag/Lead	Required Date	Status
CT-00001	Received sample material, inspected beach fill with approved sample (every 2,000 Tons): a. Sample 62,729 Time 5:15 AM 09-23-2019	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00002	Received sample material, inspected beach fill with approved sample: a. Sample 71696 b. Sample 74688 c. Location Station 36+100 to 36+150	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00003	Received sample material, inspected beach fill with approved sample: a. Sample 71696 b. Location Station 36+250 to 36+300 c. Compared to approved sample.	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results

Range:

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Contractor Action Items

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QC Requirements Scheduled to be Completed in Next 7 Days

Enter date QC Requirements are completed in "QC Requirements"

QC Requirement No.	QC Requirement Description	Required for Activity	Activity Start	Lag/Lead	Required Date	Status
CT-00004	Received sample material, inspected beach fill with approved sample: 09/27/19 a. Sample 80673 b. Location Station 36+300 to 36+350 c. Compared to approved sample.	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00005	Received sample material, inspected beach fill with approved sample: 09-28-19 a. Sample 83646 b. Location Station 36+300 to 36+350 c. Compared to approved sample.	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00006	Quarry Sample: a. @ 92,608 Tons b. Location Station 36+350 to 36+400 c. 10:30 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00007	Sand Placement Observation: a. Time 10:30 AM b. Location Station 36+350 to 36+400 c. Status: Sand In compliance	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00008	Quarry Sample: a. @ 86634 Tons b. Location Station 36+400 to 36+450 c. 9:30 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00009	Quarry Sample 1: a. At 95, 609Tons b. Location Station 36+400 to 36+500 c. 5:01 AM Quarry Sample 2: a. At 98, 604Tons b. Location Station 36+400 to 36+500 c. 10:56 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00010	Sand Placement Observation: a. Time 8:00 AM b. Location Station 36+500 to 36+700 c. Status: Sand In compliance	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00011	Quarry Sample 1: a. At 101,754 Tons b. Location Station 35+500 to 36+100 c. 10:38 AM	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00012	Sand Placement Observation: a. Time 10:00 AM b. Location Station 36+500 to 36+100 c. Status: Sand In compliance	Beach Fill First Segment - Up	08/14/2019A	0	08/14/2019	Awaiting Results
CT-00013	Sand Placement Observation: a. Time 10:45 AM b. Location Station 35+500 to 35-700 c. Status: Sand In compliance	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results
CT-00014	Quarry Sample: a. At 104,565 Tons b. Location Station 35+500 to 36+600 c. 10:13 AM	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results
CT-00015	Sand Placement Observation: a. Time 9:30 AM b. Location Station 35+500 to 35-700 c. Status: Sand In compliance	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results
CT-00016	Quarry Sample: a. At 107,557 Tons b. Location Station 35+600 to 36+700 c. 7:33 AM	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results

Range:

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Miami Resident Office

QC Requirements Scheduled to be Completed in Next 7 Days

Enter date QC Requirements are completed in "QC Requirements"						
QC Requirement No.	QC Requirement Description	Required for Activity	Activity Start	Lag/Lead	Required Date	Status
CT-00017	Sand Placement Observation: a. Time 2:30 PM b. Location Station 35+600 to 35-800 c. Status: Sand In compliance	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results
CT-00018	Quarry Sample: a. At 119,511 Tons b. Location Station 35+700 to 36+800 c. 9:51AM	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results
CT-00019	Sand Placement Observation: a. Time 9:30 AM b. Location Station 35+700 to 35-800 c. Status: Sand In compliance	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results
CT-00020	Quarry Sample: 1. a. At 122,506 Tons b. Location Station 35+700 to 36+800 c. 5:59AM 2. a. At 125,483 Tons b. Location Station 35+700 to 36+800 c. 12:22PM	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results
CT-00021	Sand Placement Observation: a. Time 10:30 AM b. Location Station 35+700 to 35-800 c. Status: Sand In compliance	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results
CT-00022	Quarry Sample: 1. a. At 128,481 Tons b. Location Station 35+700 to 36+850 c. 8:30AM	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results
CT-00023	Sand Placement Observation: a. Time 2:30 PM b. Location Station 35+700 to 35-850 c. Status: Sand In compliance	Beach Fill Second Segment - 5	10/07/2019A	0	10/07/2019	Awaiting Results

Activities Scheduled to be Started in Next 7 Days

Enter date activity started in "Activities Started/Finished"					
Activity No.	Activity Description	Contractor	Scheduled Start	Days Late	Status
A1020	End Phase 1	CHC	09/11/2019	42 days	Not Started
A1405	Post Construction Survey Segme	GOV	09/23/2019	30 days	Not Started
A1406	Beach Tilling Segment One	CHC	09/24/2019	29 days	Not Started
A1412	Post Construction Survey Segme	GOV	10/17/2019	6 days	Not Started
A1417	Beach Tilling Segment Two	CHC	10/18/2019	5 days	Not Started
A1420	Beach Fill Third Segment - 10	CHC	10/17/2019	6 days	Not Started

Activities Scheduled to be Finished in Next 7 Days

Enter date activity started in "Activities Started/Finished"					
Activity No.	Activity Description	Contractor	Actual Start	Scheduled Finished	Status
A1020	End Phase 1	CHC	09/11/2019	09/11/2019	Not Started
A1405	Post Construction Survey Segme	GOV	09/23/2019	09/23/2019	Not Started
A1406	Beach Tilling Segment One	CHC	09/24/2019	09/24/2019	Not Started
A1410	Beach Fill Second Segment - 5	CHC	10/07/2019	10/16/2019	Not Started
A1412	Post Construction Survey Segme	GOV	10/17/2019	10/17/2019	Not Started
A1417	Beach Tilling Segment Two	CHC	10/18/2019	10/18/2019	Not Started

Features of Work with no Activities Assigned

Assign features to activities in "Pay Activities"		
Feature of Work	Number of Activities	Status
Clearing & Grubbing	0	No Activities

Hazard Analysis Without Features

Enter Hazard Analysis and complete (or assign Feature and complete) in "Hazard Analysis"	
Hazard Analysis Title	Status

Range:

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Contractor Action Items

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23 Oct 2019

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Hazard Analysis Without Features

Enter Hazard Analysis and complete (or assign Feature and complete) in "Hazard Analysis"

Hazard Analysis Title	Status
Tilling	Accepted
Envr-Turbidity Monitoring	Not Complete
Demobilization	Not Complete

Features of Work Requiring a Preparatory Inspection

Enter date Preparatory Inspection meeting is held in "Prep/Initial Inspections"

Feature of Work	First Activity	Activity Start	Preparatory Scheduled	Time	Status
Coastal Vegetation Planting					Prep Not Scheduled
Demobilization					Prep Not Scheduled
Tilling			10/10/2019	9:30AM	Prep Not Held

Features of Work Requiring an Initial Inspection

Enter Scheduled Date and Time for Initial Inspection meeting is held in "Prep/Initial Inspections"

Feature of Work	First Activity	Preparatory Held	Initial Scheduled	Time	Status
Clearing & Grubbing		08/12/2019			Initial Not Scheduled
Coastal Vegetation Planting					Initial Not Scheduled
Demobilization					Initial Not Scheduled
Surveying		08/12/2019			Initial Not Scheduled
Tilling					Initial Not Scheduled

Equipment Requiring Safety Inspection

Enter Inspection date in "Equipment Checks" or "Last Day on Site"

Equipment ID	Make / Model	Description / Serial No.	Last Inspection	Hrs Authorized / Run	Status
00000008	UNITED RENTAL SWEEPER 34644	UNITED RENTAL SWEEPER 34644 10191178	09/23/2019	0 / 8	
00000011	DOBBS 450K Bull Dozer	DOBBS 450K Bull Dozer 450K	08/20/2019	0 / 10	

Range:

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MEMORANDUM

TO: Chief Julio Yero
FROM: Captain John Bambis
DATE: 10-24-2019
SUBJECT: Evaluation-Observation Period: Additional Commercial Loading Zone in the 300 block of 95th Street (South-side in the Ride Share Spaces)

Sir:

In an effort to enhance the flow of vehicular traffic on Harding Avenue, mitigate commercial truck congestion, and increase the availability of commercial loading zones for trucks servicing the Business District, the Town of Surfside authorized an additional trial commercial loading zone in the 300 block of 95th Street (South-side in the Ride Share Spaces) between the hours of 6am–10am, Monday through Friday. This loading zone compliments the existing commercial zones servicing the Business District at the following locations:

- 9500 block of Harding Avenue on the west-side in front of the CVS store
- 9400 block of Harding Avenue on the west-side in front of the Publix Supermarket
- 300 block of 95th Street (north-side)
- 200 block of 95th Street (south-side)

The additional commercial loading zone in the 300 block of 95th Street (South-side in the Ride Share Spaces) became operational in August 2019 after proper signage was installed. The loading zone was evaluated/observed daily by on-duty police supervisors, officers, and parking enforcement personnel starting on August 1st, 2019 and concluding on October 23, 2019. The observations concluded that the new loading zone was being heavily utilized on a daily basis, Monday-Friday, between 6AM-10AM. Often times three to four commercial trucks were observed utilizing the loading zones in the 300 block of 95th Street between 6AM-10AM. There were no complaints received by the police department as a result of the additional loading zone.

The additional loading zone in the 300 block of 95th Street met expectations in enhancing the flow of vehicular traffic on Harding Avenue, mitigating commercial truck congestion, and increasing the availability of commercial loading zones for trucks servicing the Business District.

Based on the evaluation/observations during the trial period, we recommend that the loading zone located in the 300 block of 95th Street (South-side in the Ride Share Spaces) between the hours of 6am–10am, Monday through Friday, be allowed to continue on a permanent basis.

Respectfully submitted,

Captain John Bambis



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: November 6, 2019

SUBJECT: Office of the Town Attorney Report for November 12, 2019

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

October 7, 2019 – Tourist Board Meeting

October 10, 2019 – Regular Commission Meeting

October 16, 2019 – Sustainability & Resiliency Committee

October 24, 2019 - Planning & Zoning Board Meeting

October 29, 2019 – Special Town Commission Meeting, Quasi-Judicial Hearings

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

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 continue to work in transitioning the office, fine-tune schedules, evaluate and adjust prior practices.

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, procurement and purchasing, budgetary requirements and approval process, for various solicitations and agreements for the Tourist Bureau, IT related agreements, ADA compliance agreements, code enforcement and interpretation, attendance at Code Enforcement Hearings, beach furniture operator permits and administration, police related issues and matters, review and preparation of RFP for design/build services for the Downton LED Lighting Upgrade Project, various procurement issues and service provider contracts for Town Departments, vehicle purchases for Town Departments, building permit and enforcement issues, subpoenas, and public records requests, research, document review, legal review of various issues, oversight and case management for litigation, monitoring of Florida legislative session and new bills, 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
- Code of Ethics and Lobbying Code
- Roof Height Ordinance
- Freeboard Ordinance
- Sign Code Amendment Ordinance
- Amendments to the Town's Purchasing Code and Code of Silence

- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Ethics Ordinance
- Driveway Modifications
- Ordinance Banning Plastic Straws and Resolution Establishing Fees/Fines for Violations
- Solar Panel Permitting Ordinance and Resolution Providing for Waiver of Fees and Expediting of Permit Process
- Ordinance Lifting Prohibition on Surfboards
- Ordinance on Building Lengths and Building Separations
- Ordinance Revising Development Application Procedures
- Ordinance on Marine Turtle Lighting
- Ordinance on Development Approvals Procedures
- Ordinance on Cone of Silence Procurement Process
- Sensible Gun Reform Resolution
- Plastic Bag Ban Legislation and Analysis
- Tourist Board Agreements and Procurement
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Firearm Preemption Lawsuit
- Beach Furniture Ordinance and Regulations
- Comprehensive Plan Amendments
- Solid Waste Service Assessment Ordinance, and accompany Preliminary and Final Rate Resolutions
- PACE District Agreements
- Aggregation of Single Family Lots Ordinance
- DIC/DRG/DRB Procedures Ordinance
- Building Length Ordinance & Grandfathering Amendments
- Beach Re-nourishment
- Recycling Agreement

- Agreement for Landscape Maintenance Services
- Agreement for Concession Services at the Community Center
- Agreement for Tourist Board Marketing Services
- Ordinance for Reasonable Accommodations Procedures
- Ordinance Amending Secondary Frontage Fence and Ornamental Wall Regulations
- Ordinance Amending Plastic Straw Ban Ordinance
- Ordinance Corner Lot Fencing
- Ordinance Amending Ethics Code to Require Disclosure of Business Relationships
- Ordinance on Hotels in H40 District
- Ordinance Banning the Sale and Distribution of Sunscreens Containing Oxybenzone and/or Octinoxate
- Request for Proposals (RFP) for Downtown LED Lighting
- Florida Friendly Landscape and Fertilizer Ordinance
- State of Florida Model Flood Ordinance
- Parking Waiver Ordinance (and Extension) for Business District
- Ordinance Regulating Single-Use Plastics and Repeal of Ordinance
- Ordinance Regulating Hurricane Shutters
- Ordinance Regarding Waiver of Lobbyist Registration Fees for Town Businesses.
- Ordinance Amending Qualifying Dates for March 17, 2020 Election
- Ordinance Restricting Hotel Accessory Uses in H40 District South of 93 Street
- Resolution and Preparation of Adoption of Travel, Transportation and Meal Policy for Town Officials and Employees
- Resolutions Adopting Proposed 2019/2020 Millage Rate and Budget
- Regulation of Herbicides/Glyphosate
- Ordinance Establishing Limitations for Hotels in the H40 District South of 93 Street
- Renewal/Amendment of Post Office Lease with USPS
- Ordinance on Artificial Turf
- Ordinance on Residential Setbacks
- Text Messaging Policy for Town Employees

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

No 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, conceptual parking strategies, sustainability initiatives, programs and legislation, issues pertaining to the Downtown Vision Advisory Committee and Sustainability and Resiliency Committee, enforcement of beach furniture regulations and policies, sidewalk café permits and compliance, private alley compliance issues, stormwater utility fees' methodology and collection, implementation of the Town's Climate Action Crisis Plan, ADA website compliance issues, challenge to and implementation of the single-use plastic straw regulation ordinance, text messaging policy, campaign and election issues, updating of the Town's Purchasing Code, and various procurements and service or provider agreements.



Town of Surfside

DOWNTOWN VISION ADVISORY COMMITTEE MINUTES

September 12, 2019 – 6:00 p.m.

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

Opening Items:

1. Call to Order/Roll Call

Chair Grenald called the meeting to order at 6:05 pm.

The following Members introduced themselves:

Chair Shaun Grenald
Fred Landsman
George Kousoulas
Marianne Meischeid

Absent: Vice Chair Elliot Kula
Asmaa Benkirane
Sandra Oliva

Commissioner Barry Cohen, Commission Liaison*

Also, present: Duncan Tavares, Assistant Town Manager
Frank Trigueros, Marketing & Special Projects Coordinator
Frantza Duval, Recording Clerk
Evelyn Herbello, Deputy Town Clerk
Lindsay Fast, Tourism Director
Jeff Lehman, Tourist Board Liaison

A motion was made by Committee Member Landsman to move item 4 to the beginning of the agenda. The motion received a second from Committee Member Kousoulas. All voted in favor.

2. Approval of Minutes: June 20, 2019

A motion was made by Committee Member Landsman to approve the June 20, 2019 Committee Meeting Minutes. The motion received a second from Committee Member Meischheid. All voted in favor.

3. Meeting Recap

A. Parking Lot Rate Recommendation update from July 9, 2019 Town Commission Meeting (verbal)

Tourism Director Fast gave an update and gave a recap on what was approved at the August 10, 2019 Town Commission Meeting.

B. Parking Waiver update from July 9, 2019 Town Commission Meeting (verbal)

Tourism Director Fast gave an update of the item and advised the Committee of the Town Commission's extension of the Parking Waiver.

Assistant Town Manager Tavares also gave an update of the Commission's direction.

4. Skype Meeting with Mainstreet USA

Assistant Town Manager Tavares introduced the item and introduced Katherine Beck from Mainstreet USA.

Katherine Beck, Mainstreet USA Coordinator, gave a presentation of the program via telephone conference.

After further discussion, the Committee requested for Staff to look at the City of Homestead, who is currently using Mainstreet USA, and provide an update at the next meeting.

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

5. Discussion Items

A. LGBTQ Sensitivity Training: GMCVB + Yes Institute Session 9/26/2019 Offered to Local Businesses and Hotels – Frank Trigueros, Marketing & Special Projects Coordinator

Marketing & Special Projects Coordinator Trigueros gave an update of the upcoming LGBTQ Sensitivity Training for Surfside businesses and hotels.

B. Art in Public Places – Review of other Municipalities' Ordinances

Tourism Director Fast gave an update of the item.

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

The Committee requested for Tourism Director Fast to come back at the next meeting with a proposal.

C. Design Guidelines from Planning & Zoning (deferred from June 20, 2019 meeting)

Tourism Director Fast gave an update of the item.

Discussion among the Committee took place regarding low iron glass and making it a requirement for buildings.

The Committee directed Staff to add an item to the Planning & Zoning Meeting agenda to discuss low iron glass and making it a requirement for buildings.

A motion was made by Committee Member Meischeid directing staff to add an item on the Planning & Zoning Meeting agenda to discuss low iron glass and making it a requirement for buildings. The motion received a second from Committee Member Landsman. All voted in favor.

D. Code Compliance – Downtown maintenance code section

Tourism Director Fast gave an update on the item.

Discussion among the Committee took place regarding code compliance in the Downtown area.

E. Local Business Tax Receipts and Vacancies (verbal – deferred from June 20, 2019 meeting)

Tourism Director Fast gave an update on the item.

After further discussion among the Committee and staff, the Committee requested for staff to bring this item back at the next month's meeting and for staff to add wording for the term "clean".

F. Addition of new Ride Share Drop Off Point

Tourism Director Fast gave an update on the item.

Committee members requested for a new ride share drop off point be added near the Post Office.

G. Downtown Alleys

Assistant Town Manager Tavares gave an update on the item.

After a lengthy discussion, the Committee made the following motion deferring the item until the next meeting when the Town Manager is able to attend.

A motion was made by Committee Member Meischeid to defer the item until the next meeting. The motion received a second by Committee Member Landsman. All voted in favor.

A motion was made by Committee Chair Grenald to extend the meeting ten (10) minutes until 8:20 p.m. Motion passed on consensus.

6. Future Meeting Dates

Tourism Director Fast to provide an update on tourist dollars and how they have been spent.

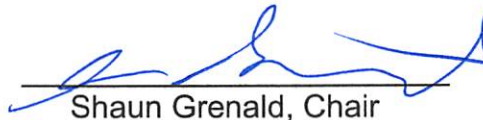
Committee members agreed by consensus to have the next DVAC meeting on October 17, 2019.

7. Adjournment

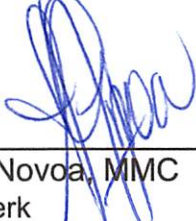
Committee Member Kousoulas made a motion to adjourn the meeting at 8:20 p.m. The motion received a second from Committee Member Meischeid and all voted in favor.

Respectfully submitted:

Accepted this 17 day of October, 2019


Shaun Grenald, Chair

Attest:



Sandra Novoa, MMC
Town Clerk



**Town of Surfside
PARKS & RECREATION COMMITTEE
MEETING**

MINUTES

September 16, 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
 Louisa Agresti

Absent Vice Chair Eliana Salzhauer
 Committee Member Shlomo Danzinger

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: August 22, 2019

Committee Member Javier made a motion to approve the minutes. The motion was seconded by Committee Member Agresti. The motion carried 3-0.

4. October Meeting Date – Tim Milian, Parks and Recreation Director

Parks Director Milian stated to the Board that the October meeting was changed to October 28, 2019 as the next meeting date.

5. Possible Impacts for After School License (State of Florida) - Tim Milian, Parks and Recreation Director

Parks Director Milian gave an update and mentioned that the State is considering in making parks and summer camps a licensed program like they do with day cares. He also stated that he would keep the Committee updated.

Parks Director Milian also gave a verbal update on the after-school program.

6. Budget Update - Tim Milian, Parks and Recreation Director

Parks Director Milian gave a budget update that took place September 10, 2019. He stated the Final Budget Meeting will be September 24, 2019. He also discussed as part of the budget update some of the items under the Parks and Recreation Budget. The items discussed were the fence replacement at the Community Center, upgrading the recreation track system, the painting of the interior and exterior of the Community Center, repair and maintenance of the tot lot. He also stated that in the past they were asked to have a swim coach and they are looking at staffing for that position. He also mentioned having a full-time custodian, full-time lifeguard, security camera at the Tennis Center, and additional security cameras at the Community Center.

Parks and Recreation Director Milian spoke regarding the 96th Street Park and he stated that funding is budgeted for FY 20-21 starting with \$775,000 to start the project and then increase the budget to \$1.725 million for FY 2021. He also discussed the reconstruction of the facility.

Chair Logan stated that she discussed with Parks and Recreation Director Milian discussing this at the next meeting to review the list of priorities and wording for the facility prior to the formal RFP to go out in November.

Further discussion continued on items being identified by priority and the items to be brought back at the October Meeting.

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

Nicholas Handelsman, spoke regarding the fountain station serving purified water while using reusable bottles.

Vice Chair Salzhauer entered at 7:12 p.m.

The Committee members commented on Mr. Handelsman's presentation of the fountain station and questions were asked and answered regarding the use, maintenance and possible sponsorship of the stations with local businesses.

Mr. Handelsman stated that he would provide specifics and a proposal to be presented to the Commission.

8. Adjournment

Committee Member Javier made a motion to adjourn the meeting at 7:35 p.m. The motion received a second from Committee Member Agresti.

Respectfully submitted:

Accepted this 28 day of October, 2019


Retta Logan, Chair

Attest :


Sandra Novoa, MMC
Town Clerk



Town of Surfside

SUSTAINABILITY & RESILIENCY COMMITTEE MEETING

MINUTES

September 18, 2019 – 6:30 p.m.

Chief Terrill Williamson Police Training Room
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

1. Call to Order/Roll Call

The meeting was called to order at 6:32 p.m.

The following were present:

Chair	Andrea Travani
Vice Chair	Clara Diaz-Leal
	Deborah Cimadevilla
	Bertha Goldenberg

Absent:

	Nirit Tayas Zamir
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Also present:

Mayor	Daniel Dietch, Town Commission Liaison
	Guillermo Olmedillo, Town Manager
	Duncan Tavares, Assistant Town Manager
	Sandra Lee, Director of Environmental Services (CGA)
	Lillian Arango, Town Attorney
	Frantza Duval, Recording Clerk
	Evelyn Herbello, Deputy Town Clerk

2. Approval of Meeting Minutes: July 17, 2019

Committee Member Goldenberg made a motion to approve the minutes. The motion received a second from Committee Member Diaz-Leal and all voted in favor.

3. Miami Beach Environmental & Sustainability overview presentation – Elizabeth Wheaton, Miami Beach Director, Environment & Sustainability.

Elizabeth Wheaton, Director, City of Miami Beach Environment & Sustainability Department gave a presentation of the environmental and sustainable projects in the City of Miami Beach and answered questions from the Committee and staff regarding those projects. She also spoke regarding how some projects can be conceived in the Town of Surfside and possible assistance from grants.

Committee members asked Ms. Wheaton regarding the projects the City of Miami Beach has currently underway and how some of those projects would be able to assist the Town of Surfside, specifically with the flooding.

Ms. Wheaton and Staff answered the Committee's questions regarding the different projects and the need for funding for those projects.

4. Beach Renourishment Project Update

Town Manager Olmedillo and Assistant Town Manager Tavares gave an update project and explained the delays experienced were due to Hurricane Dorian. They further stated that the truck loads of sand will continue to increase and the project is slated to be completed in eight (8) months.

5. Stormwater Master Plan Update

Town Manager Olmedillo and Assistant Town Manager Tavares gave an update of the plan and advised the Committee that this will come back before the Town Commission for approval at the October 10, 2019 Commission Meeting.

Chair Travani asked if there was already a master plan.

Assistant Town Manager Tavares answered Chair Travani's question and stated that there is not a master plan and explained what was done in the past.

Mayor Dietch also provided clarification and explanation of what was done in the past.

6. Climate Action Plan / Climate Crisis Action Plan Drafts

Assistant Town Manager Tavares and Sandra Lee from CGA provided a presentation of the item.

Shawna Meyer, University of Miami and Sandra Lee from CGA presented the item in combination with the University of Miami Walkability/Resiliency Plan.

Ms. Meyer and Ms. Lee provided answers to questions presented by the Committee regarding the plan and future possible projects.

7. University of Miami Walkability / Resiliency Plan

Shawna Meyer, University of Miami, Reid Wenyor, University of Miami and Sandra Lee from CGA presented the item in combination with the Climate Crisis Report/Climate Action Plan.

Ms. Meyer and Ms. Lee provided answers to questions presented by the Committee regarding both the Climate Crisis Report/Climate Action Plan and the Walkability/Resiliency Plan.

Assistant Town Manager Tavares also commented to the Committee regarding both plans and advised the Committee of an upcoming Resiliency Workshop by the University of Miami for November 6, 2019 at 6:30 p.m.

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

Chair Travani opened the floor to public comments.

There being no one from the public to comment on any of the items on this agenda, Chair Travani closed the floor to public comments.

9. Adjournment

A motion was made by Committee Member Goldenberg to adjourn the meeting at 8:48 p.m. Committee Member Diaz-Leal seconded the motion and all voted in favor.


Respectfully submitted:

Accepted this 16 day of October, 2019.



Andrea Travani, Chair

Attest:



Sandra Novoa, MMC
Town Clerk



Town of Surfside PLANNING & ZONING BOARD MINUTES

September 26, 2019 – 6:00 p.m.

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

1. Call to Order/Roll Call

Chair Lindsey Lecour called the meeting to order at 6:02 p.m.

Present: Chair Lindsey Lecour, Vice Chair Judith Frankel, Board Member Jorge Garcia, Board Member Rochel Kramer and Board Member Rochel Kramer

*Vice Mayor Gielchinsky absent.

Absent: Board Member Peter Glynn, Board Member Marina Gershanovich and *Board Member Jorge Garcia.

2. Town Commission Liaison Report – Vice Mayor Gielchinsky –

*Vice Mayor Gielchinsky arrived at 6:17 p.m.

Town Planner Sinatra gave an update to the Board members from the last meeting.

Vice Mayor Gielchinsky stated that there was nothing further to add to what Town Planner Sinatra had already given in her update.

3. Approval of Minutes – August 29, 2019

A motion was made by Board Member Rochel Kramer to approve the August 29, 2019 minutes, motion received a second by Vice Chair Judith Frankel. Motion passed with a 4-0 vote.

4. Applications:

- A. 8818 Froude Avenue -** The applicant is requesting to enclose their carport to approximately 375 square feet of additional living space

Town Planner Sinatra introduced the item and gave the staff findings and requirements: Staff finds that the application meets the code requirements.

Vice Chair Judith Frankel asked regarding the landscaping requirements and if the applicant is aware of those requirements.

Town Planner Sinatra stated that the applicants are aware of the landscape requirements and they will meet those requirements.

A motion was made by Vice Chair Judith Frankel to approve the item with the conditions that the applicant will provide the appropriate landscaping, the motion received a second by Board Member Rochel Kramer. Motion passed with a 4-0 vote.

*Board Member Brian Roller entered at 6:11 p.m.

- B. 8866 Hawthorne Avenue** - The applicant is requesting fencing in the secondary frontage. A 6' foot high wood fence is proposed on the side of the property.

Town Planner Sinatra introduced the item and gave the staff findings and requirements.

Staff finds that the application does not meet the Code due to not providing the setback and landscaping as described below, however this requirement can be a condition of approval as follows:

- Provide a 3-foot setback between the fence and the property line. Per code section 90-56.5, shrubs shall be installed at the time the fence or wall is installed. Shrubs shall be planted a minimum of 36" in height and shall be placed a maximum of 24" on center and shall cover the exterior of the fence or wall within one year after the final inspection of the fence.

A motion was made by Board Member Jorge Garcia to approve the item with staff conditions, the motion received a second by Board Member Rochel Kramer. Motion passed with a 5-0 vote.

- C. 8900 Harding Avenue** - The applicant is requesting to upgrade/re-roof from their existing three-tab shingle roof to a new dimensional shingle roof.

Town Planner Sinatra introduced the item to the Board members with the following staff conditions.

- Although shingles are not a permitted roof material under the design guidelines, the zoning code permits an applicant to request approval of a different roof material by the Planning & Zoning Board if said material is approved by the Florida Building Code. Therefore, the applicant is requesting consideration by the Planning & Zoning Board to install dimensional shingles, which is an upgrade from the three-tab single roof material that has existed since 1993.

Juan Alvarez, Roofer for the owner/applicant, explained the material that is being used for the new roof.

Discussion among the Board members, staff and Mr. Alvarez continued regarding the roof materials.

A motion was made by Board Member Rochel Kramer to approve the item with staff conditions, the motion received a second by Board Member Brian Roller. Motion passed with a 5-0 vote.

D. 9264 Bay Drive - The applicant is requesting to build a 7,017 square foot two-story new home

Town Planner Sinatra introduced the item and gave the staff findings and requirements

Staff finds the application meets the Code with the following conditions of approval:

- 1) The approval of the first and second story setback variances.
- 2) Provide the required 50% minimum front setback permeability. Currently, the plans provide for 39% permeability. The applicant indicates that the required permeability is 30%, however per **Code Section 90.61** the required minimum front setback permeability is 50%.
- 3) Provide a 5 foot setback for the pool equipment.
- 4) The glass railing on the roof cannot exceed the maximum height of the parapet, which is no greater than 3 feet above the maximum height of the roof.

Note: the future stairs for the roof cannot exceed the 30 foot height limitation.

Discussion among the neighbors that came to speak continued regarding the size of the home, the side setbacks and the variance being requested.

After further discussion among the Board, the applicant, the applicant's architect and neighbors the Board made the following motion.

A motion was made by Board Member Brian Roller, seconded by Vice Chair Judith Frankel to table the item for 30 minutes in order to give the owner of the property, the architect for the owner and the neighbors to come to an agreement and for the owner to explain his project to the neighbors and then come back at 7:45 p.m. to the Board. Motion passed with a 5-0 vote.

The owner, the owner's architect and the neighbors came back and reached an agreement.

A motion was made by Board Member Brian Roller to approve the site plan with conditions presented by staff and for the owners/applicants to continue to work with their neighbors on any objections the neighbors might have. The motion received a second by Vice Chair Judith Frankel. Motion passed with a 5-0 vote.

E. 8810 Abbott Avenue - The applicant is requesting to convert the existing garage into an extension of the living room

Town Planner Sinatra introduced the item and gave the staff findings and requirements.

Staff finds the application meets the Code subject to the following:

- 1) Approval of the practical difficulty variance.
- 2) All elevations for single story additions to existing structures shall result in a zero percent net loss of wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades. Demonstrate how the north elevation meets this requirement. (*Code Section 90.50*)
- 3) Provide landscaping along the base of where the garage is to be converted. Per code section 90-50.1 landscaping shall be provided along the base of the new exterior wall. Only when the installation of landscaping results in insufficient off-street parking can a landscaped planter be permitted in lieu of the required landscaping.
- 4) Move shed to subject property. It is currently encroaching onto the neighbor's rear lot.

The Board requested that part of the above conditions to include landscaping of the property.

A motion was made by Board Member Rochel Kramer to approve the item with the staff conditions stated along with the condition of landscaping to be addressed. The motion received a second by Vice Chair Judith Frankel. Motion passed with a 5-0 vote.

5. Quasi – Judicial Hearing Items

A. 9264 Bay Drive - The architect, Daniel Sorogon, on behalf of the owners Dr. David Krieger and Bella Tendler Krieger, is requesting two variances for side

setbacks for the first floor and upper story level from the Town of Surfside Zoning Code.

Town Planner Sinatra introduced the item and gave the Staff findings as follows:

Staff finds that the applicant has met the criteria for a variance.

A motion was made by Board Member Brian Roller to approve the site plan with conditions presented by staff and for the owners/applicants to continue to work with their neighbors on any objections the neighbors might have. The motion received a second by Vice Chair Judith Frankel. Motion passed with a 5-0 vote.

- B. 8810 Abbott Avenue** - The property owner, Samuel Front, is requesting a practical difficulty variance to permit 3% additional lot coverage for the home at 8810 Abbott Avenue. Mr. Front is proposing an addition and renovation to the existing one-story single-family home.

Town Planner Sinatra introduced the item and gave the staff findings and requirements:

Staff finds that the 3% lot coverage increase of 175 square feet is minimal and is not expected to impact the neighbors. Staff also finds that the applicant is providing the required pervious area and therefore the 3% increase of lot coverage will not negatively impact the required green space.

A motion was made by Vice Chair Judith Frankel to approve the variance with the conditions stated and to include landscaping as part of the requirements for approval. The motion received a second by Board Member Rochel Kramer. Motion passed with a 5-0 vote.

6. Discussion Items:

A. Reduction in Massing of Single Family Homes

Town Planner Sinatra presented the item and gave the calculations that were discussed. She also stated that she would give the Board graphics at the next meeting.

Discussion among the Board took place regarding the percentage on the calculations of the massing.

The Board gave a directive to design guidelines on pitched roofs and a visual on 64% and bring back to them.

B. Freeboard

George Kousoulas gave an update on the item.

Chair Lindsey Lecour requested to bring this item back at a future meeting agenda.

C. Prohibition of Subdivision of Aggregated Lots

Town Planner Sinatra introduced the item.

The Board as a whole decided to focus and concentrate on the massing for now.

Vice Mayor Gielchinsky left at 8:14 p.m.

D. Future Agenda Items

Town Planner Sinatra introduced the item and the Board members requested to continue discussing the massing issue.

The Board also requested to have as a future item the tinted of the window glass on businesses that was discussed and was a recommendation by the DVAC Committee.

7. Adjournment

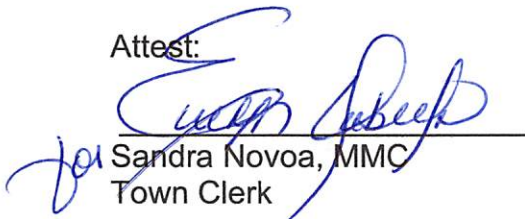
A motion was made by Vice Chair Judith Frankel to adjourn the meeting without objection at 9:03 p.m. The motion received a second by Board Member Brian Roller. Motion passed 5-0.

Respectfully submitted,

Accepted this 24 day of October, 2019.


Lindsay Lecour, Chair

Attest:

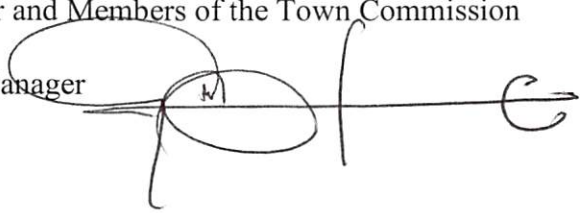

Sandra Novoa, MMC
Town Clerk



MEMORANDUM

ITEM NO. 3E

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

From: Guillermo Olmedillo, Town Manager 

Date: November 12, 2019

Subject: Resolution authorizing Mutual Aid and Joint Declaration Agreements between the Town of Surfside and the Town of Golden Beach

It is the responsibility of the governments of the Town of Surfside, Florida, and the Town of Golden Beach, Florida, to ensure the public safety of their citizens by providing adequate police service to address any foreseeable routine or emergency situation; and because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural or manmade conditions which are likely to be, beyond the control of the services, personnel, equipment or facilities 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. The Mutual Aid Agreement specifies the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations.

The Town of Surfside Police Department has mutual aid agreements with many Miami-Dade County law enforcement agencies and the Town of Golden Beach Police Department has been one of them for years. The Town of Surfside and the Town of Golden Beach are located in a way that it is advantageous and in their best interest to receive and extend mutual aid in the form of law enforcement services and resources.

The new Mutual Aid Agreement between the Town of Surfside and the Town of Golden Beach will be in effect upon execution and approval by both parties and shall continue in full force and effect through and including January 1, 2023. The Surfside Police Department requires approval and authorization to enter into the new Mutual Aid Agreement at the request of the Town of Golden Beach Police Department.

Staff recommends a motion to approve a resolution authorizing the Mutual Aid and Joint Declaration Agreements between the Town of Surfside and the Town of Golden Beach.

Prepared by: Chief Julio Yero

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MUTUAL AID AGREEMENT WITH THE TOWN OF GOLDEN BEACH, A JOINT DECLARATION OF THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE CHIEF OF THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT, AND A JOINT DECLARATION AMENDMENT UNDER TOWN OF SURFSIDE POLICE DEPARTMENT AND THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT'S MUTUAL AID AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") has historically entered into mutual aid agreements with other municipalities for the purpose of providing voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

WHEREAS, the Town and the Town of Golden Beach wish to enter into a Mutual Aid Agreement, a Joint Declaration of the Chief of the Town of Surfside Police Department and the Chief of the Town of Golden Beach Police Department Pursuant to Mutual Aid Agreement, and a Joint Declaration Amendment under Town of Surfside Police Department and the Town of Golden Beach Police Department's Mutual Aid Agreement in the form attached hereto as Exhibit "A" (collectively, the "Agreement"); and

WHEREAS, the Town Commission wishes to approve the Agreement and authorize the Town Manager and Chief of Police to execute the Agreement approved by this Resolution; and

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

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

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

Section 2. **Approval.** That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. **Authorization.** That the Town Manager and Chief of Police are hereby authorized to execute the Agreement in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. **Implementation.** The Town Manager, the Town’s Chief of Police, and/or their respective designees are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

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

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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

MUTUAL AID AGREEMENT

Between the Town of Surfside
and the Town of Golden Beach

WHEREAS, it is the responsibility of the governments of the Town of Surfside, Florida and the Town of Golden Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to 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 participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that the Town of Golden Beach, subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement

2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

- a) Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.
- b) Agency or participating law enforcement agency: Either the Surfside Police Department or the Town of Golden Beach Police Department.
- c) Agency head: Either the Chief of the Surfside Police Department, or the Chief's designees; and the Chief of Police of the Town of Golden Beach Police Department, or the Chief's designees.
- d) Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- e) Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

a) All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d) All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification:

The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures:

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency.

This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts:

Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

9. Effective Date and Duration:

This Agreement shall be in effect from date of signing, through and including January 1, 2023. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. Cancellation:

This Agreement may be canceled by either party upon sixty-(60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____ 20____

Town Manager,
Town of Surfside, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

Town Clerk,
Town of Surfside, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Town Attorney,
Town of Surfside, Florida

Town Attorney,
Town of Golden Beach, Florida

JOINT DECLARATION OF THE CHIEF OF THE
TOWN OF SURFSIDE POLICE DEPARTMENT
AND THE CHIEF OF THE TOWN OF GOLDEN BEACH POLICE
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by Town of Surfside, Florida and the Town of Golden Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person's calls.
9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: _____

Julio Yero, Chief
Surfside Police Department

ATTEST:

Town Clerk

DATE: 9/16/2019



Rudy Herbello, Chief
Golden Beach Police Department

ATTEST:



Town Clerk

**JOINT DECLARATION AMENDMENT UNDER
TOWN OF SURFSIDE POLICE DEPARTMENT AND THE TOWN OF
GOLDEN BEACH POLICE DEPARTMENT'S
MUTUAL AID AGREEMENT**

This Agreement amends the Joint Declaration under the Mutual Aid Agreement of the Town of Surfside and the Town of Golden Beach, to include and permit concurrent **marine patrol** related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (1CW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **Town of Surfside** and the **Town of Golden Beach** to the following conditions of concurrent marine patrol related jurisdiction:

1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree that such property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the *provisions of the Florida Contraband Forfeiture Act. The jurisdiction of civil forfeiture action shall be filed by seizing agency.*
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of Mutual Aid Agreement.

This Amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement or Joint Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **Town of Surfside Police Department** and the **Town of Golden Beach Police Department**.

Date

Town Manager
Town of Surfside, Florida

Julio Yero
Chief of Police
Town of Surfside, Florida

9/19/2019

Date

Mayor Glenn H. Singer
Town of Golden Beach, Florida

Rudy Herbello
Chief of Police
Town of Golden Beach, Florida



MEMORANDUM

ITEM NO. 3F

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

From: Guillermo Olmedillo, Town Manager

Date: November 8, 2019

Subject: Purchase of a Waste Collection Vehicle Through Florida Sheriffs Association & Florida Association of Counties FY 2020 Pricing

The Town of Surfside performs the collection of refuse waste and recycling material internally through the sanitation department which is a sub-department of Public Works. All collections are performed with 2 (two) waste collection trucks, 1 (one) recycling truck and 1 (one) bulk collection grapple truck. The trucks are on a 10-year life cycle from initial purchase before they are thoroughly assessed for replacement. Even though the Town of Surfside is approximately 1 (one) square mile, the sanitation fleet is used beyond normal wear and tare due to 5 (five) days a week residential collection and 7 (seven) days a week commercial collection. Currently sanitation fleet vehicle # 45, a 2005 MAC truck (Model CV713) with a 25 cubic yard capacity LEACH body, used for refuse waste collection is beyond life cycle having been used by the department for a total of 15 years. The vehicle averaged \$20,000 in repair costs in FY 2018 and FY 2019. Due to this, the Public Works Department performed an overall internal assessment on vehicle with Town of Surfside mechanic and determined the vehicle is in need of replacement.

Replacement of fleet vehicle # 45 will be made through the purchase of a new 2019 MAC truck (Model GU813) with a 29 cubic yard LEACH body. The vehicle will be procured through the Florida Sheriffs Association & Florida Association of Counties FY 2020 Pricing Specification # 015. Refer to **Attachment A** – “FSA Specification # 015”. The truck will be provided through dealership NEXTRAN Truck Centers through FSA BID # 14-12-0904 for a total cost of \$232,151. The Town has purchased previous sanitation fleet vehicles using the same vendor and procurement methodology. Refer to **Attachment B** – “Vendor Proposal” for full cost breakdown. The Town budgeted under approved 2019-2020 fiscal year budget a total of \$240,000 for the replacement as a FY 2020 New Capital Outlay Request with funds appropriations from Solid Waste Collection Fund (SWCF) account number 403-4400-534-64-10. Administration recommendation is for the Town Commission to approve the execution of proposal submitted by NEXTRAN dated 10/02/2019 for the purchase of a new sanitation fleet vehicle to replace existing fleet vehicle # 45 by procurement of a new 2019 MAC truck (Model GU813) with a 29 cubic yard LEACH body (FSA BID # 14-12-0904) for a total cost of \$ 232,151 with a \$7,000 contingency for vehicle wrapping and additional strobe lights.

Reviewed by

Prepared by

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A MACK TRUCK FOR THE PUBLIC WORKS DEPARTMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) is in need of a new garbage truck to facilitate the provision of day-to-day operations of the Public Works Department; and

WHEREAS, the Town Commission desires to authorize the purchase of a Mack Granite HD GU813 truck (the “Vehicle”); and

WHEREAS, the Town Commission finds that the type of purchase contemplated by the Town for the Vehicle has already been competitively bid by the Florida Association of Sheriffs (“Sheriffs’ Bid”); and

WHEREAS, the Sheriffs’ Bid resulted in Florida Association of Sheriffs’ Contract Number FSA18-VEH16.0 (“Sheriffs’ Contract”) which allows local governments statewide to utilize the contract for their own benefit; and

WHEREAS, in accord with Section 3-12 of the Town’s Code of Ordinances (“Code”), the Town Manager has recommended that it is in the Town’s best interest to utilize the Sheriffs’ Contract and waive competitive bidding procedures to purchase the Vehicle; and

WHEREAS, pursuant to Section 3-12 of the Town Code, the Town Commission seeks to authorize the Town Manager to purchase the Vehicle from Nextran Corporation a/k/a Nextran Truck Center - Miami consistent with the terms and conditions of the Sheriffs’ Contract and the quote attached hereto as Exhibit “A” in an amount not to exceed \$233,000.00 (“Vehicle Purchase”); 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. **Approval of Purchase.** That the Town Commission hereby approves the Vehicle Purchase.

Section 3. **Waiver of Competitive Bidding.** That the Town Commission hereby waives the Town's competitive bidding procedures for the purchase of the Vehicle from Nextran Corporation a/k/a Nextran Truck Center - Miami by utilizing the Sheriff's Contract pursuant to Section 3-12 of the Town Code.

Section 4. **Authorization for Vehicle Purchase.** That the Town Commission hereby authorizes the Town Manager to make the Vehicle Purchase consistent with the terms and conditions of the Sheriffs' Contract and the quote attached hereto as Exhibit "A" in an amount not to exceed \$233,000.00.

Section 5. **Implementation.** That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required documentation for the purchase described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

Mayor Daniel Dietch _____

Daniel Dietch

Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

SPECIFICATION #015 - 52,000 LB GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRUCK

2019 Freightliner M2-112 ; 2019 International HX
2019 International HV ; 2019 Kenworth T880
2019 Mack AN or G Series ; 2019 Mack MHD
2019 Peterbilt 567 ; 2019 Volvo V Series
2019 Western Star 4700

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED.

1. FSA BASE VEHICLE REQUIREMENTS

- a. Air conditioning
- b. Standard full-size spare tire, if available
- c. 2 - keys

2. ENGINE:

- a. 350 HP 6 cylinder diesel engine, manufacturer's 11L minimum

3. TRANSMISSION & CLUTCH:

- a. The following or approved equivalents are acceptable:
- b. Fuller 14210B 10 Speed Manual with OD

4. ENGINE EQUIPMENT:

- a. Alternator – 12 volt 100A
- b. Premium engine hoses
- c. Injection pump – electronic engine control
- d. Radiator – aluminum core
- e. Air restriction monitor – intake mounted

5. CAB:

- a. Cab – welded steel galvanized or aluminum shell with rust preventative coating.
- b. Floor covering – black rubber mats
- c. Seating – driver air suspension mid back, passenger fixed mid back.
- d. Steering wheel – 18" two spoke
- e. Standard air conditioning and heating

6. FRAME:

- a. Frame – steel construction matched to GVW and mounted body of truck.
- b. Wheelbase – 187"
- c. Front bumper – painted steel
- d. Fuel tank – 70 gallon, minimum
- e. Air dryer – Bendix AD9 heated, or approved equivalent.

7. SAFETY:

- a. Horn – single air trumpet
- b. Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket.
- c. Brakes – "S" cam type 16.5" x 5" Q + front and 16.5" x 7" Q + rear with anti-lock without automatic traction control, or approved equivalent.
- d. Slack adjusters – Haldex automatic front and rear.
- e. Daytime running lights.
- f. Backup alarm

8. FRONT AXLE:

- a. Front axle – 12,000 lb.
- b. Front wheels – steel 10 hole hub piloted
- c. Front tires – 11R22.5 Goodyear G397LHS, steer or approved equivalent.
- d. Front hubs – Ferrous, or approved equivalent.
- e. Oil type with synthetic lube

9. REAR AXLE:

- a. Rear axle – 40,000 lb.
- b. Rear wheels – steel 10 hole hub piloted
- c. Rear tires – 11R22.5 Goodyear G124 unisteeel traction or approved equivalent.

- d. Hubs – Ferrous, or approved equivalent.
- e. Power divider with warning light and buzzer (includes in cab control)

10. ELECTRICAL:

- a. Circuit protection – fuses except headlamp and wiper circuits which utilize circuit breakers.
- b. Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only.
- c. Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp.

PROPOSAL PRICE

**BID NO. FSA18-VEH16.0 Cab & Chassis Trucks and Heavy
Equipment**

Specification #15 52,000 LB GYWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

Unit Price Per Base	Western District \$108,182.00 /ea.
	Northern District \$108,182.00 /ea.
	Central District \$108,182.00 /ea.
	Southern District \$108,182.00 /ea.

Brand Name: ☒ Mack AN or G Series

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

BIDDERS MUST INCLUDE A MANUFACTURER'S PRINT-OUT TO VERIFY THE VEHICLE BID MEETS ALL THE FSA AND MANUFACTURER STANDARD REQUIREMENTS OF EACH MAKE AND MODEL/TRIM LEVEL. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER'S PRINT-OUT. ALL CONDITIONS AND REQUIREMENTS SHALL APPLY.

Delivery should occur within 30 - 60 calendar days after receipt of Purchase Order.
FSA18-VEH16.0 Cab & Chassis Trucks and Heavy Equipment

38

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

Std. = Manufacturer's standard equip.

Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

Order code	Delete options	Credit
	Engine/transmission - specify	Not Applicable
	Engine/transmission - specify	Not Applicable
	Engine/transmission - specify	Not Applicable
	Engine/transmission - specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
Order code	Add options	Price
1001764	Engine upgrade - specify <i>Mack MP7 395HP</i>	\$800.00
1001761	Engine upgrade - specify <i>Mack MP7 425HP</i>	\$1,190.00
1001770	Engine upgrade - specify <i>Mack MP8 455HP, Includes: FRO-18210C (1362174) and Spicer Heavy Duty Driveline (1952203)</i>	\$3,469.00
1001785	Engine upgrade - specify <i>Mack MP8 505HP, Includes: FRO-18210C (1362174) ad Spicer Heavy Duty Driveline (1952203)</i>	\$4,578.00
	Engine upgrade - specify	Not Applicable
1362131	Transmission upgrade - specify <i>Eaton Fuller 14908LL, Includes: Transmission Cooler (1390001)</i>	\$1,438.00
1361311	Transmission upgrade - specify <i>Mack T310M or Eaton Fuller 16908LL</i>	\$2,080.00
1361328	Transmission upgrade - specify <i>Mack T313 or Eaton Fuller 16913A</i>	\$2,649.00
1361327	Transmission upgrade - specify <i>Mack T318 or Eaton Fuller 18918B</i>	\$3,745.00
1361509	Transmission upgrade - specify <i>Mack 13 speed M- Drive Creeper Gear and Multi Speed Reverse</i>	\$8,152.00
14F44R	58,000 lb. GVWR package <i>Includes Options: 14K Front Axle (2401507), 44K Rear Axle (2681004), Mack Camelback Suspension (1861034) 1122.5 Tires (9001176), Upgraded Frame Rail (2741028)</i>	\$3,233.00

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

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SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

20F44R	64,000 lb. GVWR package <i>Includes Options: 20K Front Axle (2401501), 44K Rear Axle (2681004), Mack Camelback Suspension (1861034), 425 Front Tires (9001384) Steel 12.25 Wheels (5312726, Upgraded Steering Box (2452211) Heavy Frame Rail (2741029)</i>	\$4,877.00
20F46R	GVWR upgrade - specify <i>66,000 lb GVWR Package, Includes Options: 20K Front Axle (2401501) 46K Rear Axle (2681020), Mack Camelback Suspension (1861035), 425 Front Tires (9001364), Steel 12.25 Wheels (5312726), Upgraded Steering Box (2452211) Heavy Frame Rail (2741029)</i>	\$5,323.00
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	Bi-fuel model - specify	Not Applicable
	CNG prep - specify	Not Applicable
	CNG conversion (discuss with dealer)	Not Applicable
	LPG conversion (discuss with dealer)	Not Applicable
2902A50	Dual fuel tanks, or equivalent	\$561.00
	Nitrogen filled tires including spare tire	Not Applicable
	Allison 4000RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent	Not Applicable
136450	Allison 4500RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent	\$12,460.00
2710208	Double Frame: full steel insert	\$1,930.00
	Front Axle: 14,000 lb rating to include equal capacity steering gear and springs	Not Applicable
2401507	Front Axle: 14,600 lb rating to include equal capacity steering gear and springs	\$743.00
	Front Axle: 16,000 lb rating to include equal capacity steering gear and springs	Not Applicable
2401500	Front Axle: 18,000 lb rating to include equal capacity steering gear and springs <i>Includes: 425 Front Tires (9001384) 12.25" Steel Wheels (5312726), 16.5x6 Front Brakes (2411105) Upgraded Steering Box (2452211)</i>	\$2,877.00

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

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SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

2401501	Front Axle: 20,000 lb. rating to include equal capacity steering gear and springs <i>Includes: 425 Front Tires (9001384) 12.25" Steel Wheels (5312726), 16.5x6 Front Brakes (2411105) Upgraded Steering Box (2452211) Heavy Duty Frame Rail (2741029)</i>	\$3,926.00
2681026	Rear Axle: 46,000 lb Arvin Meritor, Eaton, Mack, or equivalent <i>Includes 46K Mack Rear Axle with Camelback or M-ride Suspension</i>	\$2,875.00
NEX 13 RDA	Rigid Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels	\$6,146.00
NEX 13 SDA	Steerable Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels	\$7,657.00
NEX 20 RDA	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels	\$6,952.00
NEX 20 SDA	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels	\$8,450.00
	Rear Suspension: 40,000 lb air ride	Not Applicable
1862450	Rear Suspension: 46,000 lb Chalmers, Hendrickson, Mack, Volvo "T" ride or equivalent <i>46K Haulmax Suspension (1862420) Includes: 46K Rear Axle (2681026), 16.5x7 Brakes (2531104)</i>	\$3,044.00
1861508	Rear Suspension: 46,000 lb air ride <i>Includes 46K Rear Axle (2681904)</i>	\$1,734.00
NEX 12 SD	12 yd. dump body with hoist and electric tarp system. State model bid.	\$15,770.00
NEX 18 SD	18 yd. dump body with hoist and electric tarp system. State model bid.	\$19,500.00
NEX 60 174/RP4500	Rolloff hoist system and tarp system. State model bid.	\$36,270.00
	Cab suspension - air ride	Standard
2540401	Driver controlled differential lock	\$953.00
NEX 20 RRL	Optional mounted body - specify <i>20 Cubic Yard Refuse Rear Loader</i>	\$53,815.00
NEX 25 RRL	Optional mounted body - specify <i>25 Cubic Yard Refuse Rear Loader</i>	\$77,875.00
NEX 32 RRL	Optional mounted body - specify <i>32 Cubic Yard Refuse Rear Loader</i>	\$80,200.00
66K GVW Lube Fuel TK	Optional mounted body - specify <i>66K GVW Lube Fuel Truck</i>	\$120,880.00
6X6 Option	Optional mounted body - specify <i>6x6 Option From Mod Center</i>	\$46,850.00
NEX 60 KGF	Optional mounted body - specify <i>60,000 lb Above Frame Roll-off Hoist and Tarp</i>	\$53,025.00

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
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Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

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SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

5,000 GL Tanker	Optional mounted body - specify <i>5,000 GL Tanker</i>	\$112,664.00
6x6 Wetline	Optional mounted body - specify <i>6x6 Wet Kit and Catwalk Option with Skid Plates</i>	\$18,500.00
NEX 18 ST	Optional mounted body - specify <i>16FT. 18CU Stampede Body</i>	\$23,025.00
AL1	Optional mounted body - specify <i>Grapple Loader with Dump Body</i>	\$98,305.00
2882088	Optional equipment - specify <i>LH 111 Gallon Fuel Tank</i>	\$226.00
2901A50	Optional equipment - specify <i>RH 50 Gallon Fuel Tank</i>	\$495.00
5313774	Optional equipment - specify <i>All Aluminum Wheels</i>	\$1,056.00
NEX WKLB	Optional equipment - specify <i>Hydraulic Wet Kit, Low Boy Application</i>	\$7,000.00
NEX WKS LD	Optional equipment - specify <i>Hydraulic Wet Kit, Single Line Dump</i>	\$6,000.00
NEX WK2LWF	Optional equipment - specify <i>Hydraulic Wet Kit, Two Line Walking Floor</i>	\$7,000.00
NEX WKS LD AMT	Optional equipment - specify <i>Hydraulic Wetline Single Line Dump with Automatic Manual Transmission</i>	\$7,800.00
1890011	Optional equipment - specify <i>M-Drive Transmission PTO</i>	\$2,800.00
1919007	Optional equipment - specify <i>Factory Prep for PTO</i>	\$224.00
BV	Optional equipment - specify <i>Body Vibrator</i>	\$843.00
HLT	Optional equipment - specify <i>High Lift Tail Gate</i>	\$1,740.00
25 Ton Pintle Hook	Optional equipment - specify <i>25 Ton Pintle Hook with Electric and Air Hook Up</i>	\$2,500.00
MFG. List	Optional equipment - specify <i>We furnish refuse bodies from the following, OX, Rogers, GarP, Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New-Way, Pac-Mac, Palfinger, Wayne, Labrie, and others.</i>	Not Applicable
4160007	Optional equipment - specify <i>Rear Engine PTO for Mdrive Application</i>	\$2,615.00
2681030	Optional equipment - specify <i>52,000 Rear Axle. Granite Model only. Must include order Code 20F46R</i>	\$5,033.00

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

Std. = Manufacturer's standard equip.

Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

33K GVW Lube Fuel TK	Optional equipment - specify <i>33K GVW Lube Fuel Truck</i>	\$92,475.00
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Temporary tag	Included
Transfer	Transfer existing registration (must provide tag number)	\$100.00
New	New state tag (specify state, county, city, sheriff, etc.)	\$300.00
	Maintenance Plan - specify	Not Applicable
	Maintenance Plan - specify	Not Applicable
	Maintenance Plan - specify	Not Applicable
3YR/300K	Warranty - specify <i>3 Year, 300,000 Mile Warranty on Mack Engine Plan 2 and Exhaust after Treatment System with Engines Under 460HP</i>	\$1,750.00
4YR/300K	Warranty - specify <i>4 Year, 300,000 Mile Warranty on Mack Engine Plan 2 and Exhaust after Treatment System with Engines under 460HP</i>	\$2,475.00
5YR/400K	Warranty - specify <i>5 Year, 400,000 Mile Warranty on ack Engine Plan 2 and Exhaust after Treatment System with Engines under 460HP</i>	\$4,200.00
	Diesel Warranty - specify	Not Applicable
	Diesel Warranty - specify	Not Applicable
	Diesel Warranty - specify	Not Applicable

PROPOSAL PRICE

BID NO. FSA18-VEH16.0 Cab & Chassis Trucks and Heavy Equipment

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

Unit Price Per Base	Western District \$96,955.00 /ea.
	Northern District \$96,955.00 /ea.
	Central District \$96,955.00 /ea.
	Southern District \$96,955.00 /ea.

Brand Name:

☒ Mack MHD

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

BIDDERS MUST INCLUDE A MANUFACTURER'S PRINT-OUT TO VERIFY THE VEHICLE BID MEETS ALL THE FSA AND MANUFACTURER STANDARD REQUIREMENTS OF EACH MAKE AND MODEL/TRIM LEVEL. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER'S PRINT-OUT. ALL CONDITIONS AND REQUIREMENTS SHALL APPLY.

Delivery should occur within 30 - 60 calendar days after receipt of Purchase Order.
FSA18-VEH16.0 Cab & Chassis Trucks and Heavy Equipment

44

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

Std. = Manufacturer's standard equip.

Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

Order code	Delete options	Credit
	Engine/transmission - specify	Not Applicable
	Engine/transmission - specify	Not Applicable
	Engine/transmission - specify	Not Applicable
	Engine/transmission - specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
Order code	Add options	Price
	Engine upgrade - specify	Not Applicable
	Engine upgrade - specify	Not Applicable
	Engine upgrade - specify	Not Applicable
	Engine upgrade - specify	Not Applicable
	Engine upgrade - specify	Not Applicable
1364540	Transmission upgrade - specify <i>Allison 4500 RDS</i>	\$12,460.00
1364511	Transmission upgrade - specify <i>Allison 3000 RDS</i>	\$6,689.00
1362131	Transmission upgrade - specify <i>Eaton Fuller 14908LL, Includes: Transmission Cooler (1390001</i>	\$1,393.00
1362158	Transmission upgrade - specify <i>Eaton Fuller 16913A, Includes: Transmission Cooler</i>	\$2,510.00
	Transmission upgrade - specify	Not Applicable
14F44R	58,000 lb. GVWR package <i>Includes Options: 14K Front Axle (2401507), 44K Rear Axle 1122.5 Tires (9001176), Upgraded Frame Rail (2741028)</i>	\$3,510.00
20F44R	64,000 lb. GVWR package <i>Includes Option: 20K Front Axle (2401501), 44K Rear Axle, (2681004), 425 Front Tires (9001364), Steel 12.25 Wheels (5312726), Upgraded Steering Box (2452211) Heavy Frame Rail (2741029)</i>	\$4,092.00
20F46R	GVWR upgrade - specify <i>66,000 lb GVWR Package, Includes Options: 20K Front Axle (2401501) 46K Axle Suspension (1861035), 425 Front Tires (9001364), Steel 12.25 Wheels (5312726), Upgraded Steering Box (2452211) Heavy Frame Rail (2741029)</i>	\$5,815.00

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

Std. = Manufacturer's standard equip.

Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	Bi-fuel model - specify	Not Applicable
	CNG prep - specify	Not Applicable
	CNG conversion (discuss with dealer)	Not Applicable
	LPG conversion (discuss with dealer)	Not Applicable
2902A50	Dual fuel tanks, or equivalent	\$561.00
	Nitrogen filled tires including spare tire	Not Applicable
	Allison 4000RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent	Not Applicable
1364540	Allison 4500RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent	\$12,460.00
2710208	Double Frame: full steel insert	\$1,930.00
	Front Axle: 14,000 lb rating to include equal capacity steering gear and springs	Not Applicable
2401507	Front Axle: 14,600 lb rating to include equal capacity steering gear and springs	\$764.00
	Front Axle: 16,000 lb rating to include equal capacity steering gear and springs	Not Applicable
2401500	Front Axle: 18,000 lb rating to include equal capacity steering gear and springs	\$2,877.00
2401501	Front Axle: 20,000 lb. rating to include equal capacity steering gear and springs	\$3,926.00
2381026	Rear Axle: 46,000 lb Arvin Meritor, Eaton, Mack, or equivalent	\$2,875.00
NEX 13 RDA	Rigid Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels	\$6,146.00
NEX 13 SDA	Steerable Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels	\$7,657.00
NEX 20 RDA	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels	\$6,952.00
NEX 20 SDA	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels	\$8,450.00
	Rear Suspension: 40,000 lb air ride	Not Applicable
1862420	Rear Suspension: 46,000 lb Chalmers, Hendrickson, Mack, Volvo "T" ride or equivalent	\$3,044.00

FSA18-VEH16.0 Cab & Chassis Trucks and Heavy Equipment

46

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

Std. = Manufacturer's standard equip.

Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

1861508	Rear Suspension: 46,000 lb air ride	\$1,734.00
NEX 12 SD	12 yd. dump body with hoist and electric tarp system. State model bid.	\$15,770.00
NEX 18 SD	18 yd. dump body with hoist and electric tarp system. State model bid.	\$19,500.00
NEX 60 174RP4500	Rolloff hoist system and tarp system. State model bid.	\$36,270.00
	Cab suspension - air ride	Standard
2540401	Driver controlled differential lock	\$953.00
NEX 18 ST	Optional mounted body - specify <i>16FT. 18yd. Stampede Body</i>	\$23,025.00
NEX 20 RRL	Optional mounted body - specify <i>20 Cubic Yard Refuse Rear Loader</i>	\$53,815.00
NEX 25 RRL	Optional mounted body - specify <i>25 Cubic Yard Refuse Rear Loader</i>	\$78,875.00
NEX 32 RRL	Optional mounted body - specify <i>32 Cubic Yard Refuse Rear Loader</i>	\$80,200.00
66K GVW Lube Fuel TK	Optional mounted body - specify <i>66K GVW Lube Fuel Truck</i>	\$120,880.00
6x6 Option	Optional mounted body - specify <i>6x6 Option From Mod Center</i>	\$46,850.00
NEX 60 KGF	Optional mounted body - specify <i>60,000 lb Above Frame Roll-off Hoist and Tarp</i>	\$53,025.00
5,000 GL Tanker	Optional mounted body - specify <i>5,000 GL Tanker</i>	\$112,664.00
6x6 Wetline	Optional mounted body - specify <i>6x6 Wet Kit and Catwalk Option with Skid Plates</i>	\$18,500.00
MFG. List	Optional mounted body - specify <i>We furnish refuse bodies from the following, Ox, GarP, Rogers, Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New-Way, Pac-Mac, Palfinger, Wayne, Labrie, and others.</i>	Not Applicable
AT1	Optional equipment - specify <i>Grapple Loader with Dump 2236 Dump Body</i>	\$98,305.00
TL3	Optional equipment - specify <i>Grapple Loader with 1824 Dump Body</i>	\$72,800.00
1919007	Optional equipment - specify <i>Factor Prep PTO</i>	\$224.00
BV	Optional equipment - specify <i>Body Vibrator</i>	\$843.00
HLT	Optional equipment - specify <i>High Lift Tailgate</i>	\$1,740.00

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

Std. = Manufacturer's standard equip.

Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

25 Ton Pintle Hook	Optional equipment - specify <i>25 Ton Pintle Hook with Electric and Air Hook Up</i>	\$2,500.00
33K GVW Lube Fuel TK	Optional equipment - specify <i>33K GVW Lube Fuel Truck</i>	\$92,475.00
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
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	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Temporary tag	Included
Transfer	Transfer existing registration (must provide tag number)	\$100.00
New	New state tag (specify state, county, city, sheriff, etc.)	\$300.00
	Maintenance Plan - specify	Not Applicable
	Maintenance Plan - specify	Not Applicable
	Maintenance Plan - specify	Not Applicable
2yr/250K	Warranty - specify <i>2 year 250K Mile warranty</i>	Standard
	Warranty - specify	Not Applicable
	Warranty - specify	Not Applicable
	Diesel Warranty - specify	Not Applicable
	Diesel Warranty - specify	Not Applicable
	Diesel Warranty - specify	Not Applicable

PROPOSAL PRICE

**BID NO. FSA18-VEH16.0 Cab & Chassis Trucks and Heavy
Equipment**

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

Unit Price Per Base	Western District	\$98,552.00 /ea.
	Northern District	\$98,552.00 /ea.
	Central District	\$98,552.00 /ea.
	Southern District	\$98,552.00 /ea.

Brand Name: ☒ Volvo V Series

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

BIDDERS MUST INCLUDE A MANUFACTURER'S PRINT-OUT TO VERIFY THE VEHICLE BID MEETS ALL THE FSA AND MANUFACTURER STANDARD REQUIREMENTS OF EACH MAKE AND MODEL/TRIM LEVEL. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER'S PRINT-OUT. ALL CONDITIONS AND REQUIREMENTS SHALL APPLY.

Delivery should occur within 30 - 60 calendar days after receipt of Purchase Order.
FSA18-VEH16.0 Cab & Chassis Trucks and Heavy Equipment

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

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NC = no additional charge

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SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

Order code	Delete options	Credit
	Engine/transmission - specify	Not Applicable
	Engine/transmission - specify	Not Applicable
	Engine/transmission - specify	Not Applicable
	Engine/transmission - specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
	Delete Option - Specify	Not Applicable
Order code	Add options	Price
VNR 1017V2	Engine upgrade - specify <i>Volvo D11 365HP</i>	\$415.00
VNR 1017V5	Engine upgrade - specify <i>Volvo D11 425HP. Includes: Eaton Fuller FRO-15210C (270733), Transmission Cooler (T2XC3X).</i>	\$2,550.00
VNR 1017W8	Engine upgrade - specify <i>Volvo D13 425HP. Includes: Eaton Fuller FRO-15210C (270733) Transmission Cooler (T2XC3X).</i>	\$3,250.00
VNR 1017X8	Engine upgrade - specify <i>Volvo D13 455HP. Includes: Eaton Fuller 17210C (270735), Transmission Cooler (T2XC3X), Clutch Upgrade (250112).</i>	\$5,175.00
VNR 1017Y7	Engine upgrade - specify <i>Volvo D13 500HP. Includes: Eaton Fuller 18210C (270736), Transmission Cooler (T2XC3X), Clutch Upgrade (250112)</i>	\$6,380.00
VNR 270734	Transmission upgrade - specify <i>Eaton Fuller 16210C</i>	\$495.00
VHD 270737	Transmission upgrade - specify <i>Fuller 14908LL (VHD Required)</i>	\$5,875.00
VNR 270738	Transmission upgrade - specify <i>Eaton Fuller RTO-16908LL</i>	\$1,160.00
VNR 270702	Transmission upgrade - specify <i>Volvo I-Shift ATO2612F</i>	\$3,170.00
	Transmission upgrade - specify	Not Applicable
VNR 1246	58,000 lb. GVWR package <i>58,000 lb. GVWR Package. Includes: 12,000 Front, 46,000 Rear, 46k Capacity Rear Axle (330444), 46k Volvo Air Suspension (350424), Upgraded Frame Rail (403006)</i>	\$2,340.00

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

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NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

VHD 2044	64,000 lb. GVWR package <i>Includes: 20,800 Front, 44,000 Rear, 20,800 Front Springs (370407), 44k Capacity Rear Axle (330687), Volvo T-Ride Suspension (350379), Upgraded Frame Rail (403011), Upgraded Tires & Wheels. (VHD Required)</i>	\$7,502.00
VHD 2046	GVWR upgrade - specify <i>66k GVWR Package. Includes: 20,800 Front, 46,000 Rear, 20,800 Front Springs (370407), 46k Capacity Rear Axle (330507), Volvo T-Ride Suspension (350380), Upgraded Frame Rail (403011), Upgraded Tires & Wheels. (VHD Required)</i>	\$8,460.00
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	GVWR upgrade - specify	Not Applicable
	Bi-fuel model - specify	Not Applicable
	CNG prep - specify	Not Applicable
	CNG conversion (discuss with dealer)	Not Applicable
	LPG conversion (discuss with dealer)	Not Applicable
VNR J9XB1X	Dual fuel tanks, or equivalent <i>Dual 75 Gallon Aluminum Tanks</i>	\$425.00
	Nitrogen filled tires including spare tire	Not Applicable
VHD 270765	Allison 4000RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent <i>(VHD REQUIRED)</i>	\$17,200.00
VHD 270769	Allison 4500RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent <i>(VHD REQUIRED)</i>	\$17,940.00
VHD Z9XB1X	Double Frame: full steel insert <i>Double Frame Rail Larger Frame Rail Required (403011), (VHD Required)</i>	\$1,665.00
VNR 370403	Front Axle: 14,000 lb rating to include equal capacity steering gear and springs	\$585.00
VNR 370403B	Front Axle: 14,600 lb rating to include equal capacity steering gear and springs	\$1,260.00
VHD 370405	Front Axle: 16,000 lb rating to include equal capacity steering gear and springs <i>(VHD Required)</i>	\$5,435.00
VHD 370406	Front Axle: 18,000 lb rating to include equal capacity steering gear and springs <i>(VHD Required)</i>	\$5,710.00

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

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SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

VHD 370407	Front Axle: 20,000 lb. rating to include equal capacity steering gear and springs (VHD Required)	\$6,030.00
VNR 330444	Rear Axle: 46,000 lb Arvin Meritor, Eaton, Mack, or equivalent	\$2,160.00
NEX 13 RDA	Rigid Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels	\$6,146.00
NEX 13 SDA	Steerable Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels	\$7,657.00
NEX 20 RDA	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels	\$6,952.00
NEX 20 SDA	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels	\$8,450.00
	Rear Suspension: 40,000 lb air ride	Standard
VNR 350380	Rear Suspension: 46,000 lb Chalmers, Hendrickson, Mack, Volvo "T" ride or equivalent	\$3,595.00
VNR 350424	Rear Suspension: 46,000 lb air ride	\$2,160.00
NEX 12 SD	12 yd. dump body with hoist and electric tarp system. State model bid. <i>12 Cubic Yard, 14' Steel Dump Body</i>	\$15,770.00
NEX 18 SD	18 yd. dump body with hoist and electric tarp system. State model bid. <i>18 Cubic Yard, 16' Steel Dump Body</i>	\$19,500.00
NEX 60 174/RP4500	Rolloff hoist system and tarp system. State model bid. <i>60,000 LB. Rolloff Hoist and Tarp</i>	\$36,270.00
	Cab suspension - air ride	Standard
TUXA1X	Driver controlled differential lock	\$620.00
NEX 20 RRL	Optional mounted body - specify <i>20 Cubic Yard Refuse Rear Loader</i>	\$53,815.00
NEX 25 RRL	Optional mounted body - specify <i>25 Cubic Yard Refuse Rear Loader</i>	\$78,875.00
NEX 32 RRL	Optional mounted body - specify <i>32 Cubic Yard Refuse Rear Loader</i>	\$80,200.00
66K GVW Lube Fuel TK	Optional mounted body - specify <i>66K GVW Lube Fuel Truck</i>	\$116,500.00
6x6 Option	Optional mounted body - specify <i>6x6 Option from Mod Center</i>	\$46,850.00
NEX 60 KGF	Optional mounted body - specify <i>60,000 lb Above Frame Rolloff Hoist and Tarp</i>	\$53,025.00
5,000 GL Tanker	Optional mounted body - specify <i>5,000 GL Tanker</i>	\$112,664.00

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

Std. = Manufacturer's standard equip.

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NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

6x6 Wetline	Optional mounted body - specify <i>6x6 Wet Kit and Catwalk Option w/ Skid Plates</i>	\$18,500.00
NEX 18 ST	Optional mounted body - specify <i>16 Foot, 18 Cubic Yard Stampeede Dump Body</i>	\$23,025.00
MFG. List	Optional mounted body - specify <i>We furnish refuse bodies from the following, OX, Rogers, GarP, Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New-Way, Pac-Mac, Palfinger, Wayne, Labrie, and others.</i>	Not Applicable
T4XAKX	Optional equipment - specify <i>I-Shift Transmission PTO. Must Add Option: Engine Brake, I-Shift Transmission, PTO Prep Kit</i>	\$1,450.00
J8XEWX	Optional equipment - specify <i>100 Gallon D-Shape Fuel Tank</i>	\$110.00
VHD 084447	Optional equipment - specify <i>Front Alum 12.25" Wheels (VHD Required)</i>	\$560.00
HTXK1X	Optional equipment - specify <i>Engine Brake</i>	\$300.00
084123	Optional equipment - specify <i>All Alum Wheels</i>	\$1,370.00
L3XC1X	Optional equipment - specify <i>PTO Prep Kit</i>	\$275.00
3GXC1X	Optional equipment - specify <i>Heated and Power Mirrors</i>	\$150.00
REPTO Package	Optional equipment - specify <i>Repto Provision. Pump Not Included.</i>	\$950.00
Pintle Hook	Optional equipment - specify <i>25 Ton Pintle Hook with Electric and Air Hookup</i>	\$2,500.00
Single Axle	Optional equipment - specify <i>Single Axle Option (Credit)</i>	(\$7,380.00)
HLT	Optional equipment - specify <i>Hi-Lift Tailgate for Dump Body</i>	\$1,740.00
Surcharge	Optional equipment - specify <i>Manufacturer Material Surcharge</i>	\$1,500.00
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable
	Optional equipment - specify	Not Applicable

FSA18-VEH16.0 Cab & Chassis Trucks and Heavy Equipment

53

Specification #15 52,000 LB GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

Std. = Manufacturer's standard equip.

Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

	Optional equipment - specify	Not Applicable
Temp Tag	Temporary tag	Included
Transfer	Transfer existing registration (must provide tag number)	\$100.00
New	New state tag (specify state, county, city, sheriff, etc.)	\$300.00
	Maintenance Plan - specify	Not Applicable
	Maintenance Plan - specify	Not Applicable
	Maintenance Plan - specify	Not Applicable
3YR/300K	Warranty - specify <i>3 Year, 300,000 mile warranty on Volvo engine plan 2 and exhaust after treatment system with engines under 460 HP.</i>	\$1,750.00
4YR/300K	Warranty - specify <i>4 Year, 300,000 mile warranty on Volvo engine plan 2 and exhaust after treatment system with engines under 460 HP.</i>	\$2,475.00
5YR/400K	Warranty - specify <i>5 Year, 400,000 mile warranty on Volvo engine plan 2 and exhaust after treatment system with engines under 460 HP.</i>	\$4,200.00
	Diesel Warranty - specify	Not Applicable
	Diesel Warranty - specify	Not Applicable
	Diesel Warranty - specify	Not Applicable



FLORIDA SHERIFF'S ASSOCIATION
FLORIDA ASSOCIATION OF COUNTIES
BID # 14-12-0904



10/2/2019

PREPARED BY
GILBERTO BEATO
NEXTRAN-MIAMI

TOWN OF SURFSIDE SIDE LOADER SPECIFICATION #15, 2019 FSA18-VEH16.0_Bid		
BRIEF DESCRIPTION		PRICE
ON-OFF HIGHWAY APPLICATION		
CARRIER APPLICATION ON-OFF HIGHWAY		
VEHICLE TYPE-TRUCK		
VEHICLE USE-ON-OFF HIGHWAY		
MODEL=GU813		\$112,982.00
DOUBLE FRAME-FULL INSERT		\$0.00
208" WHEELBASE		\$0.00
MP7-395 HP MACK ENGINE		\$800.00
ALLISON TRANSMISSION MODEL 4500 RDS		\$13,460.00
CHASSIS UPGRADE 20F & 46R		\$0.00
I BEAM CROSS MEMBERS		\$0.00
TETHER -OIL FILL		\$0.00
GEAR REDUCTION STARTER,ELCTRIC		\$0.00
BULLDOG HEATED MIRROR		\$0.00
1760 MAIN/1710 INTER-AXLE DRIVE		\$0.00
SHEPPARD M100P-M90 STEERING		\$0.00
AUTO RADIO SHUT-OFF IN REVERSE		\$0.00
2 XTRA DASH TOGGLE SWICTES		\$0.00
SILICONE HOSES		\$0.00
PLATE TYPE RADIATOR GUARD		\$0.00
DIAGONAL GRAB HANDLE-DRIVER		\$0.00
BRIGHT FINISH GRILLE		\$0.00
DUAL RECTANGULAR AIR HONES		\$0.00
BOSTROM HI-BACK DRIVER SEAT		\$0.00
CLEAR COAT/BASE COAT PAINT		\$0.00
PEDIGREE INTERIOR		\$0.00
BULLDOG HEATED W/C MIRRORS		\$0.00
BUS TYPE MIRRORS ON HOOD/FENDER		\$0.00
HI BACK DRIVER SEAT		\$0.00
EXTERIOR SUN VISOR-PAINTED		\$0.00
FENDER EXTENSIONS		\$0.00
20,000 LBS FRONT AXLE		\$3,926.00
425/65R22.5 FRONT TIRES		\$0.00
22.5 X 12.25 DISC WHEELS, FRONT		\$0.00
HALDEX SLACK ADJUSTERS		\$0.00

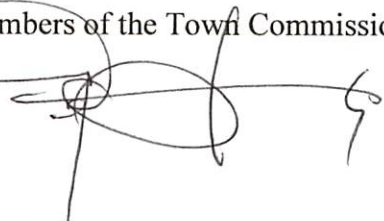
15.5 X 6" FRONT BRAKES-MERITORS		\$0.00
SEAT BELTS WITH RINGS		\$0.00
DRIVER CON TROL DIFERENTIAL		\$978.00
MACK 46,000 REAR AXLE		\$2,875.00
MACK 46,000 SUSPENSION		\$3,044.00
11R22.5 GY G287MSA REAR TIRES		\$0.00
LANYARD CONTROL- ALL AIR TANKS`		\$0.00
NEOPRENE BRAKE DIAPHRAMS		\$0.00
88 GALLON L.H. FUEL TANK- 'D' SHAPE		\$0.00
MGM TR-T BRAKE CHAMBER		\$0.00
BATTEERY DISCONNECT SWITCH		\$0.00
EMRGENCY START STUDS		\$0.00
MGM TAMPER RESIST BRAKE CHAMBER		\$0.00
"BODY-UP" LAMP ON DASH		\$0.00
ADDITIONAL OPTIONS		
REAR LOADER SPECS ATTACHED***		
PARTS SERVICE & MANUALS		\$955.00
ALLISON TRANSM. 5 YEAR WARRANTY		\$1,100.00
4 YEARS EXTENDED WARRANTY ENGINE AND SCR AFTER TREATMENT		\$2,475.00
SUB TOTAL EXTENDED WARRANTY		\$4,530.00
CHASSIS OPTIONS TOTAL :		\$147,125.00
LESS OPT DISCOUNT AND TIRE TAX CREDIT:		-\$368.00
TOTAL CHASSIS AND WARRANTIES		\$146,757.00
LEACH 2R-III HEAVY DUTY RESIDENTIAL		\$85,394.00
TOTAL :		\$232,151.00



MEMORANDUM

ITEM NO. 3G

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

From: Guillermo Olmedillo, Town Manager 

Date: November 12, 2019

Subject: Procurement of Seven Police Vehicles, Four (4) Marked Hybrid Ford Police SUV Interceptor Vehicles, Two (2) Unmarked Hybrid Ford SUV Vehicles, and One (1) Ford F-150 Pick-Up Truck

The Surfside Police Department fleet has vehicles in operation that are aging and out of warranty. The repair costs and time out of service for repairs necessitates these vehicles being replaced. The Department is seeking the procurement of four (4) Hybrid Patrol Ford SUV Police Interceptor vehicles, and two (2) Hybrid Unmarked Ford SUV vehicles under the terms of the Florida Sheriffs Association Cooperative Purchasing Program (FSA19-VEL27.0) for Pursuit, Administrative and Other Vehicles. The Department is also seeking to procure one (1) Ford F-150 Pick-Up Truck for use by the Parking Enforcement Unit under the terms of the State of Florida Department of Management Services Contract #25100000-18-1.

These vehicles will provide enhanced safety to Police Officers and Parking Enforcement Officers, in addition to more efficient and sustained service to the Town. The procured vehicles will each have an extended bumper-to-bumper warranty to provide coverage for five (5) years or 75,000 miles on each vehicle. The SUV vehicles and Pick-Up Truck will also enhance mobility and operational efficiency during storms and flooding incidents for patrol and operational purposes. The below chart details the Department vehicles that will be phased out of the police fleet:

YEAR	UNIT	UNIT	MAKE	MODEL	VIN #	CURRENT MILEAGE (Approx.)
2012	Patrol	422	DODGE	CHARGER	2C3CDXAG6CH114823	105,500
2012	Patrol	424	DODGE	CHARGER	2C3CDXAG2CH114821	94,000
2012	Admin	524	DODGE	CHARGER	2C3CDXBG3CH285513	127,000

Prepared by: Captain John Bambis

Reviewed By: Chief Julio Yero

2012	Admin	429	DODGE	CHARGER	2C3CDXBG1CH117482	114,000
2011	Patrol	412	DODGE	CHARGER	2B3CL1CG7BH540027	107,000
2008	Parking	283	Ford	RANGER PICK-UP	1FTYR10U98PA49086	49,000

The cost to purchase, outfit and install the necessary emergency equipment for four (4) Hybrid Patrol Ford SUV Police Interceptor vehicles is approximately \$193,864.00. The base cost per vehicle is \$38,451.00, and the cost for equipment and graphics per vehicle is \$10,015.00.

The cost to purchase, outfit and install the necessary emergency equipment for two (2) Hybrid Unmarked Ford SUV vehicles is approximately \$79,506.00. The base cost per vehicle is \$37,654.00, and the cost for equipment per vehicle is \$2,099.00.

The cost to purchase, outfit and install the necessary equipment for one (1) Ford F-150 Pick-Up Truck for use by the Parking Enforcement Unit is approximately \$29,131.00. The base cost per vehicle is \$25,688.00, and the cost for equipment and graphics per vehicle is \$3,443.00.

The total cost to purchase, outfit, and install the necessary equipment for all seven (7) vehicles is \$302,502.00.

Staff recommends a motion to approve a resolution to authorize the procurement of these vehicles which were approved in the FY19/20 budget.

Prepared by: Captain John Bambis

Reviewed By: Chief Julio Yero

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF POLICE VEHICLES, ACCESSORIES, GRAPHICS, AND RADIO EQUIPMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AN EXEMPTION FROM COMPETITIVE BIDDING; DECLARING CERTAIN POLICE VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) Police Department is in need of four new patrol vehicles and two new unmarked patrol vehicles (collectively, the “Patrol Vehicles”) and one new parking enforcement truck (“Parking Truck”) to enhance patrol of the Town for the safety of its residents and visitors and facilitate the provision of day-to-day operations of the Police Department; and

WHEREAS, the Town Commission finds that the type of purchase contemplated by the Town for the Patrol Vehicles and Parking Truck has already been competitively bid by the Florida Association of Sheriffs and the Florida Association of Counties (“Sheriffs’ Bid”); and

WHEREAS, the Sheriffs’ Bid resulted in Florida Association of Sheriffs’ Contract Numbers FSA19-VEL27.0 and FSA19-VEH17 (“Sheriffs’ Contracts”), both of which allow local governments statewide to utilize those contracts for their own benefit; and

WHEREAS, pursuant to Section 3-12 of the Town’s Code of Ordinances (“Code”), the Town Manager has recommended that it is in the Town’s best interest to utilize the Sheriffs’ Contracts and waive competitive bidding procedures to purchase the Patrol Vehicles and Parking Truck; and

WHEREAS, the Town Commission seeks to authorize the Town Manager to purchase the four patrol vehicles at the cost of \$38,451.00 per vehicle and two unmarked patrol vehicles at the cost of \$37,654.00 per vehicle from Garber Ford, Inc. by using the Sheriffs' Contracts pursuant to Section 3-12 of the Town Code and consistent with the quotes attached hereto as Exhibits "A" and "B" ("Garber Ford Purchase"); and

WHEREAS, the Town Commission seeks to authorize the Town Manager to purchase the Parking Truck from Duval Ford, LLC at the cost of \$25,688 by using the Sheriffs' Contract pursuant to Section 3-12 of the Town Code and consistent with the quote attached hereto as Exhibits "C" ("Duval Ford Purchase"); and

WHEREAS, the Town Commission further desires to authorize the purchase of accessory equipment ("Accessories") for the Patrol Vehicles and Parking Truck and finds that the purchase of the Accessories is exempt from competitive bidding pursuant to Section 3-13 of the Town Code, as the type of purchase contemplated by the Town has already been competitively bid by the City of Kissimmee ("Kissimmee Bid"); and

WHEREAS, the Kissimmee Bid resulted in a contract awarded to HG2 Emergency Lighting, LLC pursuant to bid number BA 2015-012 ("Kissimmee Contract"), the terms of which HG2 Emergency Lighting, LLC has extended to the Town; and

WHEREAS, the Town Commission seeks to authorize the Town Manager to purchase the Accessories for the four patrol vehicles at the cost of \$8,951.00 per vehicle, the Accessories for the two unmarked patrol vehicles at the cost of \$2,099.00 per vehicle, and the Accessories for the Parking Truck at the cost of \$3,093.00 from HG2 Emergency Lighting, LLC by utilizing the Kissimmee Contract pursuant to Section 3-13 of the Town Code and consistent with the quotes

attached hereto as Exhibits “D”, “E”, and “F,” respectively (collectively, the “HG2 Accessories Purchase”); and

WHEREAS, the Town Commission further desires to authorize the purchase and installation of graphics (“Graphics”) for the four patrol vehicles and Parking Truck, as well as the purchase and installation of radio equipment (“Radios”) for the four patrol vehicles; and

WHEREAS, the Town has obtained the quote attached hereto as Exhibit “G” for the purchase and installation of the Graphics from The Sign Savers, Corp. for the four patrol vehicles at the cost \$750.00 per vehicle (the “Sign Savers Purchase”) and the quote attached hereto as Exhibit “H” for the purchase and installation of the Graphics from LS Sign Studio, Inc. for the Parking Truck at the cost of \$350.00 (the “LS Sign Purchase”); and

WHEREAS, the Town has obtained the quote attached hereto as Exhibit “I” for the purchase and installation of the Radios from Miami-Dade County for the four patrol vehicles at the cost of \$314.13 per vehicle (the “County Radio Purchase”); and

WHEREAS, notwithstanding the fact that, due to the total amount to be expended, the Graphics and Radio Equipment may be purchased by the Town Manager without submittal to the Town Commission pursuant to Section 3-6 of the Town Code, the Town Commission desires to authorize the Sign Savers Purchase, the LS Sign Purchase, and the County Radio Purchase; and

WHEREAS, the Town Commission declares the vehicles and equipment listed on Exhibit “J” attached hereto (the “Surplus Property”) as surplus property as they have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes in light of the purchases authorized by this Resolution, and authorizes the Town Manager or his designee to sell or otherwise dispose of the Surplus Property; 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. **Approval of Purchases.** That the Town Commission hereby approves the Garber Ford Purchase, Duval Ford Purchase, HG2 Accessories Purchase, Sign Savers Purchase, LS Sign Purchase, and the County Radio Purchase, for a total collective amount not to exceed \$302,502.

Section 3. **Waiver of Competitive Bidding.** That the Town Commission hereby waives the Town's competitive bidding procedures for the Garber Ford Purchase and the Duval Ford Purchase by utilizing the Sheriff's Contracts pursuant to Section 3-12 of the Town Code.

Section 4. **Exemption from Competitive Bidding.** That the Town Commission hereby confirms that the purchase of the Accessories from HG2 Emergency Lighting, LLC by utilizing the Kissimmee Contract are exempt from competitive bidding pursuant to Section 3-13 of the Town Code.

Section 5. **Authorization for Garber Ford Purchase.** That the Town Commission hereby authorizes the Town Manager to make the Garber Ford Purchase consistent with the terms and conditions of the Sheriffs' Contracts as set forth in the quotes attached hereto as Exhibits "A" and "B" in an amount not to exceed \$229,112.00.

Section 6. **Authorization for Duval Ford Purchase.** That the Town Commission hereby authorizes the Town Manager to make the Duval Ford Purchase consistent with the terms

and conditions of the Sheriffs' Contracts as set forth in the quote attached hereto as Exhibit "C" in an amount not to exceed \$25,688.00.

Section 7. Authorization for HG2 Accessories Purchase. That the Town Commission hereby authorizes the Town Manager to make the HG2 Accessories Purchase consistent with the terms and conditions of the Kissimmee Contract as set forth in the quotes attached hereto as Exhibits "D", "E", and "F" in an amount not to exceed \$43,095.00.

Section 8. Authorization for Sign Savers Purchase. That the Town Commission hereby authorizes the Town Manager to make the Sign Savers Purchase as set forth in the quote attached hereto as Exhibit "G" in an amount not to exceed \$3,000.00.

Section 9. Authorization for LS Sign Purchase. That the Town Commission hereby authorizes the Town Manager to make the LS Sign Purchase as set forth in the quote attached hereto as Exhibit "H" in an amount not to exceed \$350.00.

Section 10. Authorization for County Radio Purchase. That the Town Commission hereby authorizes the Town Manager to make the County Radio Purchase as set forth in the quote attached hereto as Exhibit "I" in an amount not to exceed \$1,256.52.

Section 11. Declaration of Surplus Property. That the Surplus Property has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes. Accordingly, the Town Council declares the Surplus Property listed on Exhibit "J" attached hereto to be surplus personal property of the Town.

Section 12. Authorizing Sale or Disposition of Surplus Property. That the Town Manager is hereby authorized to sell or dispose of the Surplus Property by public auction or other procedure determined by the Town Manager to be in the best interests of the Town. Any surplus

property items acquired by the Town pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

Section 13. **Implementation.** That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 14. **Effective Date.** That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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

Exhibit A

Town of Surfside



Specification # 236

Unit Description Ford Interceptor Utility AWD, K8A

Prepared for:

Prepared by:

10/16/2019

Town of Surfside

Attn: Elinor Joseph

305.861.4862

ejoseph@townofsurfsidefl.gov

Garber Ford Inc

Todd Brandt

(904) 264-2442 ext. 2348 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

tbrandt@garberautomall.com



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association.

(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA19-VEL 27.0, expiring September 30th, 2020 for - Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price	
K8A 2020 FORD INTERCEPTOR UTILITY AWD, K8A		\$35,378.00	
Codes	Optional Equipment	Unit Price	Net Price
500A	PREFERRED PACKAGE	0	\$0.00
99W	3.3L V6 HYBRID ENGINE	0	\$0.00
44B	10-SPEED AUTOMATIC TRANSMISSION	0	\$0.00
LEDLSPU	DRIVERS SIDE HALOGEN SPOTLIGHT: INCLUDE	183	\$183.00
87R	REAR VIEW CAMERA DISPLAYED IN MIRROR: INCLUDED	0	\$0.00
86P	PREDRILLED HOLE IN HEADLAMP: INCLUDED	0	\$0.00
86T	PREDRILLED HOLE IN TAILLAMP	59	\$59.00
86P	HIDDEN DOOR LOCK PLUNGER/LOCKS/WINDOWS DISABLED	159	\$159.00
55F	KEYLESS ENTRY IS STANDARD: 4 KEYS/FOBS ARE INCLUDED	0	\$0.00
43D	DARK CAR: COURTESY LAMP DISABLED	24	\$24.00
68B	POLICE PERIMETER ALERT	674	\$674.00
60A	GRILLE PRE-WIRING PACKAGE	49	\$49.00
68G	REAR DOOR CONTROLS DISABLED	74	\$74.00
	BLUE TOOTH IS STANDARD	0	\$0.00
UM	SOLID EXTERIOR PAINT: AGATE BLACK	0	\$0.00
96	CLOTH SEATS: CHARCOAL BLACK	0	\$0.00
18D	GLOBAL UNLOCK	0	\$0.00
		0	\$0.00
EXCAREWAR	5YR/75,000 MILES FORD EXTRA CARE WARRANTY /W\$0 DEDUCTIBLE	1845	\$1,845.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
TTAG	TEMP TAG	6	\$6.00
DELIVERY		0	\$0.00
		0	\$0.00
		0	\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE		\$ 38,451.00	
		X4	
		TOTAL 153804	

EXHIBIT B

Town of Surfside



Specification # 235

Unit Description Ford Interceptor Utility AWD K8A

Prepared for

Prepared by

10/16/2019

Town of Surfside

Attn: Elinor Joseph

305.861.4862

ejoseph@townofsurfsidefl.gov

Garber Ford Inc

Todd Brandt

(904) 264-2442 ext.2348 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

tbrandt@garberautomall.com



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association.

(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA19-VEL 27.0, expiring September 30th, 2020 for - Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price	
K8A 2020 FORD INTERCEPTOR UTILITY AWD, K8A		\$35,378.00	
Codes	Optional Equipment	Unit Price	Net Price
500A	PREFERRED PACKAGE	0	\$0.00
99W	3.3L V6 HYBRID ENGINE	0	\$0.00
44B	10-SPEED AUTOMATIC TRANSMISSION	0	\$0.00
D51R	DELETE DRIVERS SIDE SPOTLIGHT	-250	(\$250.00)
87R	REAR VIEW CAMERA DISPLAYED IN MIRROR: INCLUDED	0	\$0.00
86P	PREDRILLED HOLE IN HEADLAMP: INCLUDED	0	\$0.00
86T	PREDRILLED HOLE IN TAILLAMP	59	\$59.00
65U	INTERIOR UPGRADE PACK: SYNC3 W/4.2 SCREEN/CARPET/MATS	389	\$389.00
55F	KEYLESS ENTRY IS STANDARD: 4 KEYS/FOBS ARE INCLUDED	0	\$0.00
153	FRONT LICENSE PLATE BRACKET	0	\$0.00
16D	BADGE DELETE	0	\$0.00
60A	GRILLE PRE-WIRING PACKAGE	49	\$49.00
65L	18" FULL FACE WHEEL COVERS	59	\$59.00
	BLUE TOOTH IS STANDARD	0	\$0.00
YZ	SOLID EXTERIOR PAINT: OXFORD WHITE	0	\$0.00
F6	CLOTH SEATS: CHARCOAL BLACK	0	\$0.00
593	PERIMETER ANTI THEFT SYSTEM	119	\$119.00
		0	\$0.00
EXCAREWAR	5YR/75,000 MILES FORD EXTRA CARE WARRANTY /W\$0 DEDUCTIBLE	1845	\$1,845.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
TTAG	TEMP TAG	6	\$6.00
DELIVERY		0	\$0.00
		0	\$0.00
		0	\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE		\$ 37,654.00	
		TOTAL 75308	

EXHIBIT C

Surfside Police Department

Prepared for:

Surfside Police Department
8293 Harding Avenue
Surfside, FL 33154
Email: lhealy@townofsurfsidefl.gov
Cell: (702) 203-2355
Office: (305) 861-4862 Ext. 206
Lt John Healy

Contract Holder

10/17/19

Duval Fleet
Richard Tackett
(Work) 904-388-2144
(Fax) 904-387-6816
(Cell) 904-343-6266
richard.tackett@duvalfleet.com

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA19-VEL27 Heavy Equipment and Trucks FSA19-VEH 17. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order. We prefer purchase orders to be emailed for tracking purposes. Thank You!

Labor Hr.	Code	Equipment	Contract Price
	Item 121	2020 F150 4X2 REGULAR CAB 4x2	
	85a	Power Windows and Locks	Included
	Yz	Oxford White Exterior	Included
	100a	XL Work Truck Package	Included
	99B	V6 Engine	Included
	446	Automatic Transmission	Included
	WB	122" Wheel Base, Short Box	Included
0	96w	Spray in Bed Liner	\$ 594.00
		Trailer Towing Package HDWR:: Upgrades Factory Configuration. Includes 53B Class IV Trailer Hitch Receiver, 53A Towing Group, smart trailer tow connector and 4-pin/7-pin wiring harness, Trailer Hardware package (Bar, 2" Ball, pin and clip.) Optional Six way custom trailer plug if desired: specify location bed or bumper. May substitute 2 5-16".	
0	534		\$ 1,134.00
0	67T	Electric Brake controller mounted in dash	\$ 274.00
0	90B	Aluminum King Size Low profile cam locking tool box	\$ 574.00
0	18B	Cab Steps	\$ 249.00
0	85h	Back up Alarm	\$ 124.00
		Equipment Group 101A Mid -inc: XL Power Equipment Group, Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm, 4.2" Productivity Screen in Instrument Cluster, compass, FordPass Connect 4G Wi-Fi Modem, 4G LTE Wi-Fi hotspot connects up to 10 devices, remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status, Note: Ford Telematics and Data Services Prep included for Fleet Only: FordPass Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673, a complimentary trial subscription of 3 months or 3 gigabytes whichever comes first, wireless service plan required after trial subscription ends, Visit alt.com/ford to start complimentary trial and sign up for a wireless service plan, SYNC, enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port, Cruise Control	\$ 2,279.00
0			\$ -
0			\$ -
0			\$ -
0	Installation	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$100 \$ -
	VENDOR COMMENTS		
UNIT COST			\$ 25,688.00
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 25,688.00

EXHIBIT D**Quote**

HG2 Emergency Lighting
477 N Semoran Blvd
Orlando, FL 32807

Date	Quote No.
10/11/19	3305

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Bill To
Surfside PD

Ship To

P.O. Number	Terms	REP	Vehicle	Vin#
QUOTE			2020 Ford Interceptor SUV	

Item	Description	Quantity	Rate	Amount
Misc	Courtesy Lamp Disable	4	65.00	260.00
Misc	Rear Door Locks & Handles Inoperable	4	65.00	260.00
Misc	Rear Windows Inoperative	4	65.00	260.00
QK0494ITU12	Setina Full Transport Seat with Center Pull Seatbelts for 2013-2017 Ford Interceptor SUV	4	559.00	2,236.00T
PK1126ITU12	Setina 10XL Front Prisoner Partition 2013-2017 Ford Interceptor SUV	4	566.00	2,264.00T
PK0123ITU122N D	Setina 12VS Expanded Metal Partition For Stock Seat or Setina TPO Seat 2013-2017 Ford Interceptor SUV	4	279.00	1,116.00T
WK0514ITU12	Setina Steel Window Bars Vertical 2013-2017 Ford Interceptor SUV	4	146.00	584.00T
DK0100ITU12	Setina Door Panels Plastic TPO 2013-2017 Ford Interceptor SUV	4	164.00	656.00T
TH750	Thor 750 Watt Inverter	4	65.00	260.00
75100	Streamlight Stinger Charger Holder	4	25.00	100.00T
7170-0166	Gamber Johnson Vehicle Kit 2013-2017 Ford Interceptor SUV. Includes Cupholder, Arm Rest, and Mongoose Motion Device	4	485.00	1,940.00
7160-0250	Gamber Johnson Notepad V Universal Cradle	4	198.00	792.00
FIRE-FA	2.5lb Fire Extinguisher and First Aid Kit	4	100.00	400.00T
Tint-2DR	Window Tint 2 Windows 30% With Strip	4	89.00	356.00T
WHL-LIB2-BRW	Whelen Liberty 2 Lightbar Blue/Red with Takedowns, Alley and Traffic Advisor Function	4	1,265.00	5,060.00T

Thank You For Your Business!

Subtotal \$35,804.00

Sales Tax (0.0%) \$0.00

Total



HG2 Emergency Lighting
477 N Semoran Blvd
Orlando, FL 32807

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Quote

Date	Quote No.
10/11/19	3305

Bill To
Surfside PD

Ship To

P.O. Number	Terms	REP	Vehicle	Vin#
QUOTE			2020 Ford Interceptor SUV	

Item	Description	Quantity	Rate	Amount
CCSRN3	Whelen Cencom Siren 16 Button	4	700.00	2,800.00T
VTX609B	Whelen Vertex Strobe Blue Head Light Driver Side	4	55.00	220.00T
VTX609R	Whelen Vertex Strobe Red Head Light Passenger Side	4	55.00	220.00T
VTX609B	Whelen Vertex Strobe Light Blue Driver Taillight	4	55.00	220.00T
VTX609R	Whelen Vertex Strobe Light Red Passenger Taillight	4	55.00	220.00T
MCRNTB	Whelen Micron Stud Mount Blue	4	79.00	316.00T
MCRNTR	Whelen Micron Stud Mount Red	4	79.00	316.00T
HG22PC68BR-INT	Blue/Red 68" Side Runner Kit Interceptor Bracket	4	799.00	3,196.00
HG2RWINTSUV-BR	Blue/Red Rear Visor Ford Interceptor SUV with Back Fire Lights	4	699.00	2,796.00T
ALARM	Alarm System with 3 Key Fobs	4	250.00	1,000.00T
Labor	Labor/Installation	4	1,000.00	4,000.00T
Installation-Kit	Installation Kit Including Fuses and Wiring	4	75.00	300.00T
Misc	Westin Push Bumper with 4 Forward Lights	4	575.00	2,300.00
Misc	Side Push Bumper Lights Pair	4	250.00	1,000.00
Labor	Labor/Installation of Radio	4	89.00	356.00T

Thank You For Your Business!

Subtotal	\$35,804.00
Sales Tax (0.0%)	\$0.00
Total	\$35,804.00

EXHIBIT E



HG2 Emergency Lighting
20962 Sheridan Street
Pembroke Pines, FL 33332 US
954-639-7212
ali@hg2lighting.com
www.hg2lighting.com

Estimate

ADDRESS

Town of Surfside
9293 Harding Ave
Surfside, FL 33154
United States

SHIP TO

Town of Surfside
9293 Harding Ave
Surfside, FL 33154
United States

ESTIMATE #	DATE
1113	10/16/2019

VEHICLE

2020 Ford Explorer

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Front Visor	Front Visor Light	2	650.00	1,300.00
Rear Visor	Rear Visor Light	2	499.00	998.00
Misc	Hand Held Siren and Light Controller with 100 Watt Speaker	2	500.00	1,000.00
Labor	Labor/Installation	2	450.00	900.00
TOTAL				\$4,198.00

Accepted By

Accepted Date

EXHIBIT F



HG2 Emergency Lighting
20962 Sheridan Street
Pembroke Pines, FL 33332 US
954-639-7212
ali@hg2lighting.com
www.hg2lighting.com

Estimate

ADDRESS

Town of Surfside
9293 Harding Ave
Surfside, FL 33154
United States

SHIP TO

Town of Surfside
9293 Harding Ave
Surfside, FL 33154
United States

ESTIMATE #

1114

DATE

10/16/2019

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Front Visor	Front Windshield Lighting	1	599.00	599.00T
Rear Visor	Rear Visor Light With Directional Function	1	375.00	375.00T
HG2STB	4 Corner Strobe Lights	1	260.00	260.00T
6SWCTRL	6 Switch Controller	1	99.00	99.00T
Labor	Labor/Installation	1	700.00	700.00T
HG22PC72AW	Amber/White 72" Runner Kit	1	650.00	650.00T
HG21TK62AW	Amber/White Rear Tailgate Runner Light	1	435.00	435.00T
HG2GRL	2 Pack Grill Lights	1	125.00	125.00T
Discount	Discount	1	-150.00	-150.00T
SUBTOTAL				3,093.00
TAX (0%)				0.00
TOTAL				\$3,093.00

Accepted By

Accepted Date

EXHIBIT G

The Sign Savers, Corp

12385 SW 129 CT

Suite 101

Miami, FL 33186

Estimate

Date	Estimate #
10/16/2019	6077

Name / Address
Surfside Police 9293 Harding Ave Surfside, FL 33154

					Project
Item	Description	Qty	Rate	U/M	Total
Commercial Par...	Town of Surfside Police reflective decals on doors, rear hatch, and fenders (Law Enforcement Accreditation). White vinyl on doors, white vinyl unit numbers, 'Emergency 911', rear website. on Ford Explorers	4	750.00		3,000.00
			Subtotal	\$3,000.00	
50% non-refundable deposit is required to begin design/production. 3% credit card processing fee will be added to all credit card payments.			Sales Tax (7.0%)	\$0.00	
			Total	\$3,000.00	

Phone #	E-mail	Web Site
(305) 909-9967	billing@thesignsavers.com	www.thesignsavers.com

EXHIBIT H

Estimate #: 20696



LS Sign Studio, Inc.
7400 nw 7 st
Suite 107
Miami, FL 33126
Ph: (305) 889-0000
FAX: (305) 889-0101
Email: sales@lssignstudio.com
Web: http://www.lssignstudio.com

Page 1 of 1

10/16/19

Created Date:	6/12/2018 3:21:00PM	Prepared For:	Town of Surfside PD
Salesperson:	House Account	Contact:	Elinor Joseph, Detective
Email:		Office Phone:	(786) 306-4078
Phone:	N/A	Email:	ejoseph@townofsurfsidefl.gov
Entered by:	Niliana Etienne	Address:	9293 Harding Avenue Miami Beach, FL 33154

Description: F-250 Vehicle Wrap
/ Parking Enforcement

	Quantity	Unit Price	Subtotal
1			
Product: Vehicle Wraps - Quick Quote	1	\$450.00	\$450.00
Description: F-150 XL Vehicle Wrap / Parking Enforcement Material: 3M Reflective vinyl Series Sides: Blue lines / City Seal / "Parking Enforcement" Logo + Emergency 911 lettering + Unit number. Rear: Town web / Unit number / Parking Enforcement Black lettering + "THIS VEHICLE MAKES FREQUENT STOPS" RED LETTERING. Front: "Parking Enforcement" Logo			

\$350.00

\$350.00

Subtotal: \$450.00
Total: \$450.00

Payment Terms: Balance due upon receipt.

Client Reply Request

☐ Estimate Accepted "As Is". Please proceed with Order.

☐ Other:

☐ Changes required, please contact me.

SIGN:

Date: / /

Print Date: 6/12/2018 3:23:21PM

Best Signs in Town!

940127

RADIO REPAIR & INSTALLATION

MIAMI-DADE COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
5680 SW 87TH AVE. MIAMI, FL 33173

DATE 30-JAN-2019 INVOICE NO. W0956825

VICKY DUNCAN

ACCOUNTS PAYABLE
CITY OF SURFSIDE POLICE DEPARTMENT
9293 HARDING AVENUE
SURFSIDE
FL 33154

ETSD-ACCITREC@miamidade.gov

ITD INVOICE W0956825
S/R # R747446
WORK ORDER # R747446
ASSET ID #
APPROVAL/POS
DESCRIPTION
REQ/AUTH BY SMITH

ENTERED ON 31-JAN-19
DOCUMENT # MEXX1900009 03
INDEX CODE
AMOUNT ***

(PARTS) 4 - FL,ANT,LARSEN,COAX KIT; 4 - 7300M,ANT.
SMITH HANS

ITEM DATE	CHARGE TYPE	STOCK CODE	DESCRIPTION	UOM	QUANTITY	UNIT PRICE	TOTAL
1 16-JAN-2019	PARTS	GCOA201313	FL,ANT,LARSEN,COAX KIT	EACH	4.0000	12.3400	49.36
2 16-JAN-2019	PARTS	GANT201420	7300M,ANT.DUAL BAND	EACH	4.0000	43.8000	175.20
3 16-JAN-2019	PARTS	GFIL200886	FILTER,12V NOISE FILTER	EACH	4.0000	7.9900	31.96
4 16-JAN-2019	MISCELLANEOUS		INSTALL #7300 KITS	N/A	1.0000	1,000.0000	1,000.00

INVOICE TOTAL

\$1,256.52

* COST OF SERVICES RENDERED BUT, NOT BILLED

\$.00

** TOTAL AMOUNT DUE

ITD CUSTOMER SERVICE - 305-596-8702

PLEASE MAKE CHECKS PAYABLE TO BOARD OF COUNTY COMMISSIONERS, INCLUDE A COPY OF THIS INVOICE

EXHIBIT J

Surfside Police Department Surplus Vehicle and Equipment

YEAR	UNIT	UNIT	MAKE	MODEL	VIN #	CURRENT MILEAGE (Approx.)
2012	Patrol	422	DODGE	CHARGER	2C3CDXAG6CH114823	105,500
2012	Patrol	424	DODGE	CHARGER	2C3CDXAG2CH114821	94,000
2012	Admin	524	DODGE	CHARGER	2C3CDXBG3CH285513	127,000
2012	Admin	429	DODGE	CHARGER	2C3CDXBG1CH117482	114,000
2011	Patrol	412	DODGE	CHARGER	2B3CL1CG7BH540027	107,00
2008	Parking	283	FORD	RANGER PICK-UP	1FTYR10U98PA49086	49,00



MEMORANDUM

ITEM NO. 3H

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: November 12, 2019
Subject: 96th Street Facility RFP Design and Management

During the May 20, 2019 Parks and Recreation Committee meeting, the Director reviewed with the Committee the selected architectural firm's proposal and qualifications. It was noted during the meeting that having a preapproved firm would help expedite the design concept phase of the park. The Committee felt at this time the best possible way to proceed would be to request the Town to go back out for a new RFP to include one for design and one for construction of 96th Street Park. The committee felt that a new RFP would provide the best possible current firms available. The motion was made to request a new RFP as stated and the motion was approved 4-0 by the committee.

The Parks and Recreation Committee recommendation along with other options to move forward with the selection of an architectural firm for the reconstruction of the 96th Street facility was presented to the Town Commission during the June 11, 2019 Commission Meeting.

The Town Commission's direction during this meeting was for staff to move forward with the Parks and Recreation Committee's recommendation to draft a new RFP for Architectural Services for the design concept of the new facility.

Due to the technical and complex details involved in the design process of a new facility, staff will have to reach out to professional services to provide the professional guidance necessary to communicate to as well as inform prospective design teams of all the project requirements and essential elements to make certain that all bids are responsive and inclusive. The scope also will provide professional guidance to prepare the bid RFP and review the bid responses (Attachment A).

Funds have been budgeted in Parks and Recreation in the amount of \$775,000 for FY 2020 to include the Design Concept. Calvin Giordano & Associates, Inc. Work Authorization No. 128 (Attachment A) not to exceed \$15,750.

Town Staff will work with CG&A to provide a professional and complete RFP and to select the best possible Architectural Firm for the Town's needs.

Approval of the agenda item is requested and to instruct staff and CG&A to proceed with the RFP process for a Design Concept for the 96th street facility reconstruction.

Reviewed by: GO

Prepared by: TM

RESOLUTION NO. 2019- ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 128 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING SERVICES FOR THE 96TH STREET PARK FACILITY RFP DESIGN, ASSIST AND MANAGEMENT; 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. 128 (“Work Authorization”) attached hereto as Exhibit “A”, authorizing the Consultant to provide professional consulting services in connection with the design and reconstruction of the 96th Street Park Facility, including the preparation of a design brief, conceptual site plan, and a RFP for architectural/engineering design services, and assistance with and management of the RFP process (“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 \$15,750.00; 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 12th day of November, 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™

October 18, 2019

Mr. Guillermo Olmedillo
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 128
Surfside Reconstruction of 96th Street Facility Design RFP Assist
CGA Proposal No. 19-3364

Dear Mr. Olmedillo,

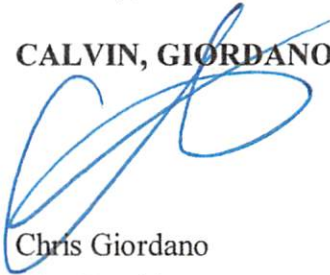
Enclosed for your review and approval is Work Authorization No. 128 for Surfside Reconstruction of 96th Street Facility Design RFP Assist. The scope of the project includes Project Management.

The Scope of Services to be furnished under this Work Authorization includes Government Consulting 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 \$15,750.00.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.


Chris Giordano
Vice President

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Compliance
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
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

TOWN OF SURFSIDE

Surfside Reconstruction of 96th Street Facility Design RFP Assist PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit our Proposal for Project Management Services to The Town of Surfside. We have carefully prepared the scope of services to be provided for this project and have selected a project team based on past performance to ensure that The Town of Surfside is provided with the necessary skills to successfully complete all services outlined in this Proposal. CGA's goal is to meet and exceed the Town's requirements for these contract services.

CGA's scope for this project is to provide the Town with professional consulting services necessary to define the scope requirements for the design of the 96th Street Facility project. CGA will assist the Town to prepare an RFP for advertisement, attend pre-bid meetings, answer bid RFI's, attend bid opening, prepare bid tabs and offer recommendations.

If selected, CGA's Fort Lauderdale office located at 1800 Eller Drive, Suite 600, Fort Lauderdale, FL will be the responsible office for this contract. Joel Wadsworth, CGC, CCM will serve as Project Manager. Our contact information is below.

PROJECT MANAGER

Joel Wadsworth, CGC, CCM

(954) 766-2758

(954) 921-8807 (Fax)

jwadsworth@cgasolutions.com

I. Professional Government Consulting Services

- A. A Design Brief will be produced by CGA for incorporation into an RFP for A/E Services. This RFP will advertise for the professional services necessary for the Conceptual Design through Construction Documents Phase(s), Bidding and Construction Administration Services of the 96th Street Facility. CGA will coordinate with the Town of Surfside management staff to follow Town protocol. The intent of the design brief is to provide the program requirements and design objectives necessary to communicate to the design team firm sufficient information that will clearly demonstrate the high level of expectations to provide professional Architectural and Engineering services that will, along with a qualified General Contractor, build a quality project within specific budget and schedule requirements of the Town.

1. Conceptual Site Plan - A conceptual site plan, based off the Boundary & Topographic Survey, will be produced and become part of the Design Brief package for prospective A/E bidders. The Plan will be coordinated with the Town and depict the location(s), adjacencies and component parts of the A/E scope of Design services to be contracted.
- B. 96th Street Facility: Design Bidding/Procurement Management Services
CGA will provide professional staff assistance to the Town for the preparation of an RFP advertisement for A/E services. CGA will meet with and assist the Town to prepare the Up-Front Documents, Technical Specifications coordination as well-as the scheduling and advertising of the RFP. CGA will attend a Pre-Bid Conference, provide minutes and assist with Addendum preparation and distribution. CGA will attend the Bid Opening, provide a Bid Review, including References/Surety and Company review. CGA will prepare Bid Tabs, provide a Recommendation of Award, assist with the Preparation of Contract Documents, review and process.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$15,000.00 plus reimbursables at \$750.00 with a total not to exceed amount of \$15,750.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: 
Chris Giordano

Date: 10/18/19

4. APPROVAL

Approved by: _____
Guillermo Olmedillo, Town
Manager

Date: _____

**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 128
PROJECT NAME Surfside Reconstruction of 96th Street Facility
Design RFP Assist
CGA Proposal No. 19-3364
DESCRIPTION Project Management

TITLE	RATE	HOURS/UNITS	COST
Unit	\$15,000.00	1	\$15,000.00
	0		
			\$15,000.00

SUB-CONSULTANTS	COST
------------------------	-------------

LABOR SUBTOTAL	\$15,000.00
REIMBURSABLE SUBTOTAL	\$750.00
TOTAL	\$15,750.00

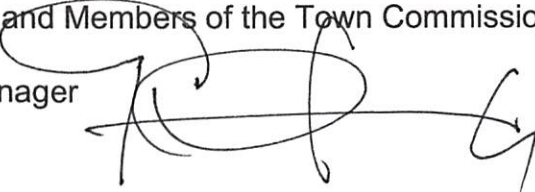
Reviewed by: _____
Guillermo Olmedillo, Town Manager



MEMORANDUM

ITEM NO. 3I

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

From: Guillermo Olmedillo, Town Manager 

Date: November 12, 2019

Subject: Parks and Recreation Bus Transportation Services

The Town of Surfside Parks and Recreation Department, coordinates each year for the transportation of camp participants and recreational programs. These services are necessary for the sustainability of the programs. The transportation of participants can range in distance as far as seventy-five miles.

The Parks and Recreation Department coordinates bus transportation services that is required to transport children/adults to various sites through the Miami-Dade, Broward and Palm Beach County areas. These transportation services would consist of single day trips only, requiring no overnight travel.

The Town of Surfside, Parks and Recreation Department, wishes to enter into a contract with Academy Bus, LLC based on competitive procurement and award by the City of Parkland. The contract was awarded by Parkland pursuant to RFP # 2018-12. The contract terms commenced on September 19, 2018 and expire two years from the date with the awarded City reserving the right to extend the contract for three additional one-year terms providing all terms conditions and specifications remain the same.

The contracted rate would be \$80.00/per hour, per bus with a minimum of four hours per service. Funds are budgeted for the youth programs through the operating budget (other current charges) for the full amount. Adult/senior programs are budgeted through the operating budget (promotional activities) for the full amount.

Staff requests a motion to enter into agreement between the Town of Surfside and Academy Bus LLC, a State of Florida Corporation, based on the terms, conditions and prices of the City of Parkland RFP 2018-12 and the resulting services Agreement executed on August 21, 2018 for Coach Bus Transportation Services.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ACADEMY BUS, LLC FOR COACH BUS TRANSPORTATION SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) Parks and Recreation Department utilizes the services of coach buses for transportation of camp and recreational program participants (“Participants”) throughout Miami-Dade, Broward, and Palm Beach counties; and

WHEREAS, the Town Commission desires to enter into an agreement with the provider of coach bus transportation services (the “Services”) to continue transporting Participants; and

WHEREAS, the City of Parkland issued RFP No. 2018-12 for Coach Bus Transportation Services (the “RFP”) and competitively awarded a contract to Academy Bus, LLC (the “Contractor”) pursuant to the RFP (the “Parkland Contract”); and

WHEREAS, the Contractor has extended the terms and conditions of the Parkland Contract to the Town; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances (the “Code”) provides that purchases made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies are exempt from the competitive bidding procedures of Chapter 3 of the Town Code; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town Commission wishes to approve an agreement with the Contractor for the Services in substantially the form attached hereto as Exhibit “A,” including or adopting the terms and conditions of the Parkland Contract, except as amended or modified by the Town (the “Agreement”); 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. Approval. That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit “A.”

Section 3. Exemption from Competitive Bidding. That the Town Commission finds that hiring the Contractor to provide the Services by utilizing the Parkland Contract is exempt from competitive bidding pursuant to Section 3-13 of the Town Code.

Section 4. Authorization. That the Town Commission hereby authorizes the Town Manager to execute the Agreement in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form, content, and legal sufficiency; to execute any purchase order or required documentation for the purchases described in this Resolution; and to take any and all necessary action which is reasonably necessary to implement the Agreement, obtain the Services, and implement the purpose of this Resolution.

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

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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

**COACH BUS TRANSPORTATION SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
ACADEMY BUS, LLC**

THIS AGREEMENT (this “Agreement”) is made effective as of the ____ day of _____, 2019 (the “Effective Date”), by and between the TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation, (hereinafter the “Town”), and ACADEMY BUS, LLC, a Florida limited liability company, (hereinafter, the “Contractor”). Collectively, the Town and Contractor are referred to as the “Parties.”

WHEREAS, the Town desires to utilize the services of Contractor for the provision of coach bus transportation services (the “Services”); and

WHEREAS, the City of Parkland issued RFP No. 2018-12 for Coach Bus Transportation Services (the “RFP”) and competitively awarded a contract to Contractor pursuant to the RFP, which contract is attached hereto as Exhibit “A” (the “Parkland Contract”); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Parkland Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances (the “Code”) provides that purchases made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies are exempt from the competitive bidding procedures of Chapter 3 of the Town Code; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor to perform the Services as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Parkland Contract (Exhibit A hereto) is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Parkland Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Parkland Contract, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Parkland Contract unless otherwise provided in this Agreement. All references to Parkland, FL shall be replaced with the Town of Surfside, FL, where applicable.
4. **Article 2 of Parkland Contract.** Article 2 of the Parkland Contract is hereby deleted in its entirety and replaced as follows:

ARTICLE 2
TERM AND TIME OF PERFORMANCE

- 2.1 The term of this Agreement shall be from the Effective Date through September 19, 2020, unless earlier terminated in accordance with this Agreement. Additionally, the Town Manager may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor and so long as the City of Parkland as the lead agency chooses to renew the Parkland Contract.
- 2.2 Time shall be deemed of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

5. **Article 5 of Parkland Contract.** Article 5 of the Parkland Contract is hereby deleted in its entirety and replaced as follows:

ARTICLE 5
INSURANCE

- 5.1 Contractor shall secure and maintain throughout the duration of this agreement 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 Contractor's insurance and shall not contribute to the Contractor'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.
 - 5.1.1 **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 Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - 5.1.2 **Workers Compensation and Employer's Liability insurance**, 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 Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - 5.1.3 **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.

- 5.2 **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 Contractor 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.
- 5.3 **Additional Insured.** Except with respect to Professional Liability Insurance (if required) 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 Contractor in performance of this Agreement. The Contractor'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 Contractor's insurance. The Contractor'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.
- 5.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 5.5 The provisions of this section shall survive termination of this Agreement.
6. **Section 8.2 of Parkland Contract.** Section 8.2 of the Parkland Contract is hereby deleted in its entirety and replaced as follows:

8.2 Ownership and Access to Records and Audits.

- 8.2.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access

to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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.

- 8.2.2 Upon request from the Town's custodian of public records, Contractor 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.
- 8.2.3 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.
- 8.2.4 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 Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 8.2.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 8.2.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 8.2.7 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records:	Sandra Novoa, MMC
Mailing address:	9293 Harding Avenue Surfside, FL 33154
Telephone number:	305-861-4863
Email:	snovoa@townofsurfsidefl.gov

7. **Section 8.8 of Parkland Contract.** Section 8.8 of the Parkland Contract is hereby deleted in its entirety and replaced as follows:

8.8 Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

8. **Section 8.12 of Parkland Contract.** Section 8.12 of the Parkland Contract is hereby deleted in its entirety and replaced as follows:

8.12 Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out its duties, responsibilities, and obligations under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform its duties, responsibilities, and obligations under this Agreement at its own expense.

9. **Section 8.15 of Parkland Contract.** Section 8.15 of the Parkland Contract is hereby deleted in its entirety and replaced as follows:

8.15 Governing Law; Venue; Waiver of Jury Trial. 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 proper exclusively in Miami-Dade County, Florida. **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.**

10. **Article 8 Miscellaneous of Parkland Contract.** Article 8 of the Parkland Contract is hereby amended by adding the following provisions:

8.21 Subcontractors. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

8.22 Contractor's Responsibilities; Representations and Warranties. The Contractor 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 Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

8.23 Attorneys' Fees. 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 all appellate levels.

8.24 Entire Agreement/Modification/Amendment. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. 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.

8.25 Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

8.26 Prohibition of Contingency Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

By: _____
Guillermo Olmedillo
Town Manager

Attest:

By: _____
Sandra Novoa, MMC
Town Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
golmedillo@townofsurfsidefl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: **Academy Bus, LLC**

Addresses for Notice:

Academy Bus, LLC
Attn: Antonio Ramos, Vice President, Sales
111 Paterson Avenue
Hoboken, NJ 07030
_____(telephone)
_____(facsimile)
_____(email)

With a copy to:

_____(telephone)
_____(facsimile)
_____(email)

**Services Agreement between the City of Parkland and Academy Bus, LLC
(including all exhibits to same)**

SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the CITY OF PARKLAND (CITY), a municipal corporation and ACADEMY BUS. LLC (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP # 2018-12 (the RFP) the CITY accepted competitive proposals for Coach Bus Transportation Services (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describes the Services; and

WHEREAS, after evaluation of price and other relevant factors by the evaluation committee and the City Commission of the City of Parkland, Florida, the CITY has determined that the best proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Services on July 11, 2018. Resolution No 2018/058;

WHEREAS, the purpose of this Contract is to implement the RFP and the acceptance of CONTRACTOR's proposal in a binding Contract which contains the terms required in the RFP and the CONTRACTOR's response, except as specifically modified herein.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of CONTRACTOR, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The CITY Manager shall appoint a Contractor Administrator to act on behalf of the CITY with respect to this Contract.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall commence on September 19, 2018 and shall expire two (2) years from that date. The CITY reserves the right to extend the Contract for three (3) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.

3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.

3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 4

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

ARTICLE 5

INSURANCE

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution by the City of this Contract or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, including any option terms, the

CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs,

surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems to the public agency.
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract provisions and may unilaterally cancel this contract in accordance with state law.

No confidentiality of non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this section 8.2.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954 757 4132, CITY CLERK Jennifer L. Johnson jljohnson@cityofparkland.org)

8.3 **BACKGROUND CHECKS:** The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

8.4 **COMPLAINTS AND DISPUTES:**

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the CITY available to the Office of the CITY Manager for action as required.

8.5 **PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from

time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.6 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

8.7 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the

same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City Manager
Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONTRACTOR:

Antonio Ramos, Vice President, Sales
Academy Bus, LLC
111 Paterson Ave.
Hoboken, NJ 07030

8.9 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.10 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened

legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.11 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.17 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, Exhibit "A", the CONTRACTOR'S Response, Exhibit "B", and the attached Exhibits _____ are incorporated into and made a part of this Contract.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

Anthony J. Caricose

Stephanie Dval

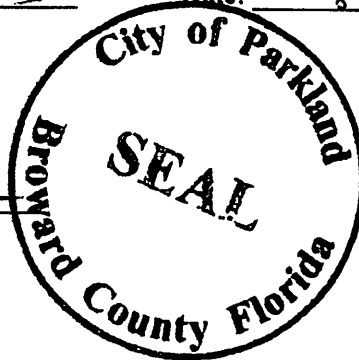
CITY OF PARKLAND

By: Christine Hunschofsky
CHRISTINE HUNSCHOFSKY, MAYOR

Date: 8/21/18

ATTEST:

Janet Johnson
CITY CLERK



CONTRACTOR

Witnesses:

David L.

Stephanie Dval

By: P. T. Ramos

Title: Vice President, Sales

Printed Name: Pedro T. Ramos

Date: 8/20/2018

EXHIBIT "A"
RFP 2018-12
COACH BUS TRANSPORTATION SERVICES

**CITY OF PARKLAND
REQUEST FOR PROPOSAL # 2018-12**

Coach Bus Transportation Services



RESPONSES ARE DUE BY MAY 31, 2018, 2:00 PM (EST)

**CONTACT: ANTHONY CARIVEAU, MPA, CPPO, FCCN
PURCHASING DIRECTOR
CITY OF PARKLAND, CITY HALL
6600 UNIVERSITY DRIVE
PARKLAND, FLORIDA 33067
TELEPHONE: (954)757-4177
EMAIL: acariveau@cityofparkland.org**

The City of Parkland, Florida is seeking to obtain Proposals from qualified firms to provide coach bus transportation services throughout the year for the summer camp, recreation and library programs to the City of Parkland "(CITY)" in full accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).

Sealed Proposals will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until May 31, 2018 2:00 PM local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, City of Parkland, Attn: Anthony Cariveau, Purchasing Director, 6600 University Drive, Parkland, Florida 33067 and shall be labeled "**SEALED PROPOSAL FOR Coach Bus Transportation Services RFP 2018-12**".

Any Proposer who wishes his/her proposal to be considered is responsible for making certain that his/her proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will not be considered. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. Late Proposals will be returned to the Proposer unopened.

Proposers must submit one (1) identified original copy, one (1) electronic copy, three (3) copies of the proposal including any attachments and one (1) sealed bid price (to submit in a separate sealed envelope) with your submission. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

[X] NO PRE-PROPOSAL CONFERENCE IS SCHEDULED

ANTICIPATED SCHEDULE OF EVENTS

The tentative schedule of events, relative to the bid shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFP	04/24/2018
Last day for questions/clarification	05/17/2018
Last day for addendum to be posted	05/22/2018
Proposal Submission deadline	05/31/2018 @ 2:00 P.M.
Evaluation Committee Meeting	Within 1-3 weeks (publicly noticed)
Top-ranked firm recommended to City Commission	First available meeting (publicly noticed)

Note: All times are subject to change at the City's discretion.

SECTION 1 - INTRODUCTION AND INFORMATION

The City of Parkland, Florida (the CITY) is seeking a qualified and experienced firm to provide coach bus service throughout the Parks and Recreation Department summer youth recreation camp programs and senior programs as well as library programs throughout the year.

It is the intention of the CITY to award a single contract to the highest ranked Proposer responding to this Request for Proposals; therefore, each proposer must submit pricing on all services described in this RFP.

- 1.1 **INFORMATION/CLARIFICATION:** For information concerning this RFP contact Anthony Cariveau (Purchasing Director), (954) 757-4177. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.
 - 1.1.1 **ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL:** Any inquiry or request for interpretation received prior to the Last day for questions/clarification will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established Proposal Submission deadline. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.
- 1.2 **QUESTIONS:** Questions should be sent to Anthony Cariveau, Purchasing Director by email at acariveau@cityofparkland.org.
- 1.3 **INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:** The initial contract term shall commence upon final execution of the Contract by the CITY and shall expire two years from that date. The CITY reserves the right to extend the contract for three additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY.
- 1.4 **ELIGIBILITY:** To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this RFP to at least one CITY similar in size and complexity to the City of Parkland or can demonstrate they have the experience with large scale private sector clients and the

managerial and financial ability to successfully perform the services. The proposing firm shall also demonstrate the following:

- The Consultants shall have been continuously engaged in the business of providing Security Consulting Services to local governments for at least five (5) years.
- The Consultant has no conflict of interest with regard to any other work performed by the firm for the City of Parkland.

- 1.5 **PROPOSAL SECURITY:** Each proposal shall be accompanied by RFP security in the form of Cashier's Check or Surety Bond payable to the City of Parkland, and shall be in the amount equal to _____ percent (%) of _____. The CITY reserves the right to reject any and all security tendered to the CITY. RFP security will be returned to unsuccessful Proposers upon execution of a Contract with the successful Proposer.
IF NOT FILLED IN, NO BID SECURITY IS REQUIRED.

- 1.6 **INSURANCE AND PERFORMANCE AND PAYMENT BONDS:** Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverage's (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the CITY, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

- 1.7 **INSURANCE:** The successful proposer shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the Purchasing Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.

All coach buses proposed on behalf of this RFP are insured through the firm's insurance company. Firms shall provide a "Schedule of Vehicles" from their insurance company showing coach buses owned and/or leased.

- 1.8 **COST ADJUSTMENTS:**

- 1.8.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall not exceed five percent (5%) per year or, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor whichever is less. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least (90) days prior

to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry cost decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

- 1.8.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon thirty (30) days written notice to the Contractor.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

- 2.1 **SUBMISSION AND RECEIPT OF PROPOSALS:** To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the CITY in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified. Proposers shall use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.
- 2.1.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.
- 2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.
- 2.1.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Parkland and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.
- 2.2 **QUALIFICATIONS STATEMENT (Applicable if box checked):** Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal. [X]
- The City of Parkland reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.
- 2.3 **PROPOSERS' COSTS:** The CITY shall not be liable for any costs incurred by Proposers in responding to this RFP.
- 2.4 **PROPOSAL ACCEPTANCE:** Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the

CITY for a period of 90 days from the date of RFP opening unless otherwise stated in the RFP.

- 2.5 **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Proposer agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.
- 2.6 **MISTAKES:** Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.
- 2.7 **REJECTION OF PROPOSALS:** The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.
- 2.8 **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** All bid protests shall be filed and processed as set forth in Section 2-145 of the City Procurement Code.
- 2.9 **LEGAL REQUIREMENTS:**
- 2.9.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the CITY by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 2.9.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.
- 2.9.3 Pursuant to Section 838.32(1) Florida Statutes, it is unlawful for a bidder or proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Parkland.
- 2.10 **BACKGROUND CHECKS:** The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract. The following criteria will be applied to determine if the personnel are qualified pursuant to said background checks (if left blank, no background checks will be

required): **The specification (see section 5) contains specific background check standards and requirements**

- 2.11 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.
- 2.12 **PROHIBITION OF INTEREST:** No contract will be awarded to a Proposer who has CITY elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the CITY's Bidder's List and prohibition from engaging in any business with the CITY.
- 2.13 **CONFLICT OF INTEREST:** The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.13.1 The PROPOSER represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Parkland, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.14 **NO CONTINGENT FEE:** Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract 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 the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.
- 2.15 **PUBLIC RECORDS / CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law

for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to the contract, contact the City Clerk, Office of the City Clerk, 6600 University Drive, Parkland, FL 33067; (954)757-4132; cityclerk@cityofparkland.org.

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
6600 University Drive
Parkland, FL 33067
(954) 757-4132
cityclerk@cityofparkland.org**

SPECIFICALLY, THE CONTRACTOR SHALL:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY 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 in this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- 2.16 **RESERVED:**
- 2.17 **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO For a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 2.18 **NON-COLLUSIVE AFFIDAVIT:** Each Proposer shall complete the Non-Collusive Affidavit Form Schedule "A" and shall submit the form with the Proposal. The CITY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
- 2.19 **SUB-SONTRACTORS:** If the Proposer proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any Contract award. The CITY reserves the right to approve or disapprove of any subcontractor candidate in its best interest.
- 2.20 **CONE OF SILENCE:** A Cone of Silence shall apply as follows:
- 2.20.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.
- 2.20.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or

make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

2.20.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Agent for the CITY.

2.20.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.21 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT:
(No bond required if left blank).

2.22 MINORITY PARTICIPATION:

Disadvantaged Business Enterprises (DBE) participation. Proposers are advised that the city promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises (SBE) in all aspects of contracting. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer. Proposers shall make efforts to maintain no less than fifteen (15) percent DBE participation for contracts over one hundred thousand dollars (\$100,000.00). The city will accept certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

2.23 LOCAL PREFERENCE: For all competitive solicitations in which objective factors are used to numerically evaluate the responses from vendors by the selection committee, and price is one of several of the criteria for award among otherwise qualified vendors, where a non-local business is the highest ranked proposer and the ranking of a local proposer is within five (5%) of the ranking obtained by the non-local proposer, the highest ranked local proposer (within 5%) shall have the opportunity to proceed to negotiations with the City upon approval of such ranking by the City Commission (or staff if the award does not need commission approval). If the City determines that it is, in its sole and exclusive discretion, unable to negotiate an acceptable contract, then it shall proceed to negotiate with the next highest ranked proposer, whether local or non-local.

The City has the sole discretion in determining whether a business meets the criteria to qualify for a local business preference and reserves the right to revoke this preference at any time if the City determines the business no longer meets the following criteria:

- (a) The principal place of business is located in the City of Parkland; and
- (b) the business has held a valid City business license for at least one (1) year prior to the date of application; and

- (c) The business maintains its status as a local bidder throughout the term of the contract; if it fails to do so the contract shall entitle the City, in its sole discretion, to terminate the contract.

2.24 **CONTRACT:** A draft copy of the Contract is made a part of this RFP. The Contract is only a draft copy. The final Contract shall include any additional terms and conditions as approved by the City Manager.

2.25 **DRUG FREE WORKPLACE:** Drug-free workplace—In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.26 **COMPLIANCE WITH LAWS**

The selected firm, its officers, agents, employees, and contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then contractor shall immediately desist from and correct such violation. If contractor is in violation of any law, contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

2.27 **PROPOSER'S REPRESENTATION**

By virtue of its submission of this response to the RFP, proposer represents that it has reviewed all information which it has reason to believe is relevant to the making of this proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information which it does not possess which it believes is necessary to make a fully informed and accurate proposal.

2.28 **ADDITIONAL PROVISIONS**

2.28.1 Correction on bids.

- (a) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.
- (b) A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid by Purchasing Director through a written directive.
- (c) Voluntary reduction of price—The City may accept a voluntary reduction from a low bidder after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive bidder.

2.28.2 Cancellation of bids.

- (a) Any time prior to bid opening date and time, the City may cancel or postpone the bid opening or cancel the invitation for bid in its entirety.
- (b) After bids are open, any or all bids may be rejected by the City.

2.28.3 Withdrawal of bids.

- (a) Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the city clerk, sealed and identified.
- (b) After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the invitation to bid with the following exception—The bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

- 2.29 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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SECTION 3 – CRITERIA FOR AWARD

- 3.1 **CRITERIA FOR AWARD:** The following criteria shall be used to evaluate the proposals. With the weight of each criterion to be determined by the City:

The proposed evaluation is an initial process designed to elicit a short list of Proposers; with the contract awarded not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP. The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of the City.

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

The following factors will be utilized by the City to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission.

Each Evaluation Factor will be rated and assigned points using the scoring guide below.

Scoring Guide:

0% - No Response

50% - Marginal

70% - Acceptable

85% - Exceeds Acceptable

100% - Outstanding in all Respects

Evaluation Criteria	Maximum Points
A) Technical Quality	
1. Expertise and Experience	
a) Letter of Interest. See section 5.12.2	10
b) The Firm's Past Experience, Qualifications, Firm Organization, Experience References. See section 5.12.3(a).	25
c) The Service and Equipment, Capabilities, Quality Assurance, Equipment, Staff/Service, Location/Proximity, Maintenance, Proposal Content and Conformance to RFP Format. See section 5.12.3(b).	25
B) Pricing (To submit in a separate sealed envelope)	
1. Cost of Services. See section 5.5.	40
Total Maximum Points	100

3.2 **CONSIDERATION FOR AWARD/AWARD PROCEDURES:** Evaluation of the Proposals will be conducted by an Evaluation Committee "(Committee)" of qualified CITY Staff, or other persons selected by the City Manager or his/her designee. The Committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the Proposals as submitted. The Committee shall then short list no less than three (3) Proposals, assuming that three Proposals have been received, that it deems best satisfy the selection criteria contained in 3.1 above.

3.2.1 The Committee may conduct interviews with the short listed Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.

3.2.2 The CITY may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The CITY reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

3.2.3 The Evaluation Committee's findings and rankings will be reviewed by the City Commission which shall then make its determination. The recommendations of the Evaluation Committee shall be advisory only. The City Commission may adopt the ranking of the Committee and authorize a contract with the number one ranked firm or, use the evaluation criteria to re-rank the short listed firms and authorize a contract to the firm it ranks as number one or negotiations with the City Manager depending upon which option is checked below.

☐ [] The Contract shall be in substantially the same form as attached hereto with any revisions approved by the City Attorney.

☒ [X] Contract negotiations may be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and negotiations begun with the next highest ranked firm. The final Contract must be approved by the City Commission.

3.2.4 The City Manager may adopt the ranking of the Committee and authorize a contract to the firm it ranks number one if the proposal received is under twenty-five thousand Dollars (\$ 25,000.00). In such case the adopted ranking shall be final and the process for a final contract shall be undertaken and completed by the City.

- 3.2.5 After award of the contract, the Proposer/Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Purchasing Division and a Notice to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Proposer/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

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SECTION 4 - SPECIAL CONDITIONS

4.1 [] TIME FOR COMPLETION/ LIQUIDATED DAMAGES:

Because damages will be difficult to ascertain, liquidated damages of \$ per day will be deducted from the Contract sum for each regular work day the CONTRACTOR does not perform significant services. The CONTRACTOR will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the services within the applicable Time and Performance.

[X] COUNTY/STATE LICENSE REQUIREMENTS:

Proposer shall be licensed and qualified to do business in its area of expertise and shall submit copies of all applicable licenses/certifications with their proposal. The successful Proposer will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive.

4.2 INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

4.3 INSURANCE (Applicable if box checked)

[X] To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

[] Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies of process may be made in Broward County, Florida.

[X] CONTRACTOR shall pay all deductible amounts, if any.

[X] CONTRACTOR shall specifically protect CITY by naming the City of Parkland and its Officers, Agents, Employees and Commission Members as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

[X] Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

[X] Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of five hundred thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. 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 Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

[X] Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (s) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. Insurance shall include in addition to any other requirements, coverage for class codes 0042, 9102 and 0106.

[] Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand (\$ 500,000.00) each occurrence

[X] CONTRACTOR shall furnish to CITY's PURCHASING AGENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within thirty (30) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within thirty (30) calendar days shall provide the basis for the termination of the Contract.

[X] The certificate provided for the City of Parkland must cite the City of Parkland as an additional insured. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation. The City shall receive current copies of the certificate of insurance.

[X] Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

[X] CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications

that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

4.4 SCRUTINIZED COMPANIES LIST

The State Board of Administration of Florida maintains the scrutinized companies list and updates it quarterly. Pursuant to Section 287.135, Florida Statutes, a bidder or proposer may not bid on or submit a proposal for goods or services of \$1,000,000.00 or more if at the time of bidding or submitting a proposal the bidder or proposer:

- (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or
- (b) Is on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 Florida Statutes; or
- (c) Is engaged in business operations in Cuba or Syria.

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SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS

5.0 BACKGROUND:

The City of Parkland ("City") was incorporated in 1963 and is located in the northwest corner of Broward County. The City has a park-like setting and is a predominantly single-family residential community. Some original areas of the community include large estate lots with one dwelling unit per 2.5 acres and estate lots with one dwelling unit per acre. Newer portions of the community are generally gated single family home developments. Commercial development in the City is limited to a handful of shopping plazas which are for the most part concentrated on the SR7 corridor. The current population is estimated at 31,507 people and the median income of residents is estimate at \$128,292¹. Parkland has earned a reputation for safety, excellent public schools, parks and open spaces, and its "home town" feel.

In 2009, the City annexed approximately 2,000 acres commonly referred to as "the wedge". This annexation increased the size of the City from approximately 11 square miles to nearly 13 square miles. Development of the wedge is still ongoing but at build-out (approximately 2025), is projected to increase the City's population from roughly 14,000² to approximately 35,000 people. As with the rest of the City, development of the wedge to date and going forward will be residential in nature.

Additionally, there is an unincorporated parcel of approximately 800 acres located south of Lox Road and east of University Drive. This parcel is presently a working farm and is generally referred to as the Hendrix property. While there is no master plan adopted at this time, it is expected that this parcel will annex into the City of Parkland and be developed.

More detailed information on the government and its finances can be found in the City's Adopted Budget Document, Comprehensive Annual Financial Report, Code of Ordinances, and Administrative Policies and Procedures Manuals available in the City Clerk's Office and the Finance Department, located at the City of Parkland City Hall or the City website at www.cityofparkland.org.

5.1 PURPOSE:

It is the intent of this proposal to provide the City of Parkland with Coach Bus Transportation Services for the Parks and Recreation Department summer camp, senior and library programs. The anticipated contract start date for the bus transportation services outlined in this proposal is intended around October 2018.

Bus transportation services will be required to transport children/adults to various sites through the Palm Beach, Broward and Dade County areas. These transportation services would consist of day trips and overnight travel.

¹ United States Census Bureau.

² 2000 Census.

5.2 **TYPES OF USAGE:**

Types of coach bus transportation services required under this contract are as follows:

5.2.1 **Summer Youth Recreation Program(s)** – Requires continuous/every day coach bus transportation services Monday through Friday between the months of June through August. Coach buses are to be used to transport children to various sites throughout the Palm Beach, Broward and Dade County areas. The time of each trip may vary, but the minimum time required by the City would be four (4) hours. These transportation services would consist of single day trips only, requiring no overnight travel. Each bus may be traveled anywhere from 15 miles to 150 miles per day.

Pick-up locations include:

- Heron Heights Elementary – 11010 Nob Hill Rd, Parkland
- Park Trails Elementary – 10700 Trails End, Parkland
- West Glades Middle School – 11000 Holmberg Road, Parkland

5.2.2 **Senior Program(s)** – Requires random coach bus transportation services, Monday through Sunday once a month. Coach buses are to be used to transport adults to various sites throughout the Palm Beach, Broward and Dade County areas. The time of each trip may vary, but the minimum time required by the City would be four (4) hours. These transportation services would consist of single day trips and overnight travel. Each bus may be traveled anywhere from 15 miles to 150 miles per day.

Pick-up locations include:

- P-Rec – 10559 Trails End, Parkland

5.2.3 **Library Program(s)** – Requires random coach bus transportation services, Monday through Sunday once a month. Coach buses are to be used to transport adults to various sites throughout the Palm Beach, Broward and Dade County areas. The time of each trip may vary, but the minimum time required by the City would be four (4) hours. These transportation services would consist of single day trips. Each bus may be traveled anywhere from 15 miles to 150 miles per day.

Pick-up locations include:

- Parkland Library - 6620 University Drive, Parkland

5.3 **HISTORY OF USAGE:**

Appendix “A” represents the City of Parklands’ usage requirements for bus transportation services that occurred in the past twelve (12) months-Summer Camp Program from June 2017 through August 2017 and for the Senior Program October 2017 to September 2017. Proposers are encouraged to use this information as an estimate for reference and guidance purposes only. Proposers shall not use this information as actual usage for future years. The City reserves the right to increase or decrease estimated bus

usage.

5.4 SCOPE OF SERVICES:

5.4.1 MINIMUM REQUIREMENTS

- A. Proposer's firm must own or lease for operation:
- At least eleven (11) coach buses that have a minimum of seven (7) with a passenger capacity of fifty-seven (57) and the remaining four (4) with a minimum of fifty-five (55) passenger capacity.
 - All eleven (11) coach buses shall be reserved exclusively for the City of Parkland. The City shall have the ability to utilize EACH Coach bus from 8:30am - 4:00pm Monday through Friday. The City reserves the right to utilize fewer hours in a day where necessary, but shall always meet the minimum four (4) hour daily requirements per bus.
- B. Proposers shall provide a "Schedule of Vehicles" showing coach buses owned and/or leased. All eleven (11) coach buses shall be equipped with the following:
- Newer Coach Buses of Year 2010 or newer are preferred, but not a requirement. During evaluation, a higher rating process will be reflected towards those Proposers offering Coach Buses of Year 2010 or newer
 - Fully Air Conditioned
 - Two Way communication with firm's base station operation
 - One Basic First Aid kit
 - Buses provided to agency must be clean, neat and odor free at the start of each destination.
 - Microphone
 - TV/DVD player
 - Step Stool for boarding passengers
 - Restroom facility fully stocked at all times
 - Seatbelts for all passengers are preferred, but not a requirement of this proposal. During evaluation, a higher rating process will be reflected towards those Proposers offering seatbelts for all passengers.
 - Sun Screens preferred, but not a requirement of this proposal
- C. As needed, the City may require a quantity of one(1) or two (2) minimum forty- three (43) passenger capacity buses with a wheelchair lift to accommodate wheelchair bound participants. Restroom facility on this type of bus is not necessary. Proposer may subcontract a coach bus with a wheelchair lift.
- D. As needed, the City may require a mini-bus (usually a 21 passenger). Proposer may subcontract a mini bus.

E. The following requirements shall apply for the aforementioned types of buses identified for use under this contract.

- Buses must comply with the Federal Vehicle Safety Standards, Department of Transportation regulations and Federal Motor Carrier Safety Administration. Proof of compliance with these agencies must be given to the City upon request.
- All repair work on the buses being provided under this contract must have been completed by certified mechanics. Documentation showing inspection data must be given to the City upon request.

5.4.2 **BUS CANCELLATIONS:**

The City has the right to cancel buses for any type trip or event due to poor attendance, inclement weather, etc. There will be no cancellation fee charged to the City if the cancellation is made before the bus leaves the contractor's yard. If the bus has left the contractor's yard, a one (1) hour rate will be charged per bus.

5.4.3 **BUS DRIVERS:**

All bus drivers provided under this contract must have a valid **State of Florida** driver's license which permits them to operate the type of buses required in this contract. The City reserves the right to perform a national background check on driver's driving record history. Contingent on the results, the City has the right to approve or disapprove drivers. The City will not accept anyone with a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, for a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime.

Bus drivers must be able to communicate clearly in the "English" language to City staff members as necessary. Proposers must furnish driving records at the City's request to be used for evaluation purposes in considering award. Awarded proposers must make driving records available upon request by the City.

5.4.4 **COMMUNICATION EQUIPMENT ON BUSES:**

All buses shall have two-way communication with their base station operation. Drivers shall be capable of operating communication equipment. During the time buses are in transit, Contractor(s) must have an on duty operation at the base station to address incoming calls or emergency situations. All buses should be equipped with a Public Address (PA) system.

5.4.5 **BUS MAINTENANCE:**

The Contractor(s) are responsible for incurring any costs associated with any and all materials, parts, labor, oil and fuel for the buses provided to the City. Maintenance records must be available upon City's request.

5.4.6 LEVEL OF SERVICE:

The Contractor(s) are expected to provide a superior level of bus transportation service throughout the contract period. The Contractor(s) must provide preventative maintenance on all buses in a consistent and frequent manner.

Transportation failure will not be tolerated and may result in an unacceptable performance rating and/or further action by the City. However, if such transportation failure occurs, the Contractor(s) must have the ability to repair such failure and/or provide back-up transportation while meeting the scheduled time frames for that day. Repairs or back-up transportation must be conducted within a one (1) hour period and carried out in a professional, expedient and safe manner on behalf of all passengers. Contractor(s) must have standby buses with drivers available at all times. The City will not be required to pay for the duration of time the bus is inoperable. Furthermore, if the Contractor(s) does not respond adequately, and the City is forced to utilize another method of transportation, the Contractor shall be responsible for paying the difference in fees resulting from the alternate method. Failure to submit payment to the City for the alternate method will result in deduction of outstanding invoice and/or next invoice.

5.4.7 STARTING AND FINISHING POINT:

All starting points and finishing points for all bus trips will be located within the City of Parkland. The starting time of bus service is determined when the bus arrives in each of the City's location(s). The ending time of bus service is determined when the bus drops off the passengers in each of the City's locations(s). Travel time to and from Contractor's bus station/facility will not be considered or accepted.

5.5 COST OF SERVICES: (See section 5.12.4 and Attachment "A")

Proposer will be required to provide an hourly rate and a daily rate. These rates shall include all other operating costs such as driver, licenses, permits, training, etc. Hourly rates shall also be inclusive of any parking fees or highway tolls.

5.5.1 Availability and Price

Proposer agrees that in the event that a bus has been reserved for the City and the only buses available exceed the capacity needed, then Proposer agrees to assign the larger bus to the City at the same cost of a smaller capacity bus.

5.5.2 Prices quoted shall be firm for the contract, except for any adjustment, in accordance with the "Fuel Adjustment" section and "Contract Period" section. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm throughout the entire contract term will be grounds for contract termination.

5.6 FUEL ADJUSTMENT: (See Attachment "B")

If during the contract period, the price of fuel is increased ten percent (10%) over the price of fuel in effect at the time the Contractor submitted his proposal response, the Contractor may request a price increase equal to the overall cost increase he has experienced as a direct result of the fuel cost increase. Any request for price increase must be submitted to the Buyer at the City of Parkland in writing with full documentation substantiating the request. *No increase will be permitted the first year of the contract period, thereafter requests for increases may be submitted only once during each year of the contract.*

The written request must be accompanied by documentation supporting the Contractor's claim of a need for a price increase. Documentation must include the price of fuel at his normal source/point of supply at the time the RFP was submitted, current price of fuel at this same normal source/point of supply, and the percentage of his delivered product/service cost that is attributable to fuel costs. A published fuel index may be obtained by the City and used as a guideline for insuring fuel increases are justified.

If, during the contract period, the cost of fuel is decreased by ten percent (10%) below the price of fuel in effect at the time the Contractor submitted the RFP, the Contractor is required to extend to the City a price decrease equal to the overall price decrease he has experienced in his product/service as a direct result of the price decrease. The procedures applicable for a price increase will be used for a price decrease.

Based on the aforementioned, price increases and decreases are subject to approval by the City Department and the Purchasing Manager. In the event of a price increase or decrease approval, the new prices shall apply only to orders placed after the date of written acceptance by the City.

Proposers must complete the Fuel Adjustment portion of this proposal in the designated section located in "Price Proposal" to be applicable.

5.7 COMPETENCY OF PROPOSERS:

Proposals will be considered only from firms which are regularly engaged in the business of providing the bus transportation services as described in this proposal and who can provide evidence that they have established a satisfactory record of performance for a sufficient delivery fleet to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of each City.

5.8 METHOD OF ORDERING:

Bus services for the City will be ordered via individual purchase orders and/or blanket order releases on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or blanket purchase order release.

5.9 **INSPECTION AND PAYMENT:**

Partial billing will not be accepted. Payment will be made for 100% of the contract price for each trip completed only under the satisfaction of the City. The City will accept invoices after each trip. Invoice(s) have the date of trips, quantity of buses utilized and rate. Unless otherwise approved by the City, payment shall be met 30 days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's service and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on payment for services completed and usable by the City. The Contractor's performance will be closely scrutinized by City staff. If the Contractor's performance fails to meet the standards specified within this proposal, his/her contract will be subject to cancellation.

5.10 **PROPOSER RESPONSIBILITY:**

The Contractor is fully responsible for their buses while parked on the City property and the school property. Any possible damage or pilferage to buses while parked on City or school property shall be the full responsibility of the Contractor. This includes any vandalism or damage resulting from acts of God such as flooding, rainstorms, wind damage, etc. Contractor must arrange to remove any debris off City or school property resulting from damage to their buses.

5.11 **SUBCONTRACTING:**

Subcontracting Coach Buses from other firm's not owned or acquired by the awarded proposer is NOT permissible under this contract. However, the awarded proposer may subcontract wheelchair lift capacity coach buses and/or mini-buses. The City of Parkland reserves the right to reject a proposal of any proposer if the RFP names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not a position to perform properly under this award.

5.12 **PROPOSAL REQUIREMENTS:**

5.12.1 **PROPOSAL FORMAT:**

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal using the bolded headings given below. In preparing proposals, proposers should assume that the City has no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straightforward, economical manner.

Proposers are not to make any reference to information they submitted in previous Bids/RFPs or quotes submitted to the City.

5.12.2 **LETTER OF INTEREST (10 points):**

- The letter should include general information about the Firm, such as: description of all services offered, the total years in business, number of employees, office location(s) etc. Include name, phone and email for authorized contact concerning proposal.
- Shall be signed by a duly authorized officer of the applicant.
- The proposer shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) in their Letter of Interest.

5.12.3 PROPOSER QUESTIONNAIRE/ SERVICES AND EQUIPMENT:

- (a) Proposer shall complete and submit the qualifications of the firm and questionnaire attached (see Attachment "A"). **(25 points).**
- (b) Proposer is to answer questions and identify the proposer's type of service and quality of drivers, bus equipment and other applicable services being offered in the section (see Attachment "A"). **(25 points).**

5.12.4 COST OF SERVICES (40 points): (to submit in a separate sealed envelope)

This section of the proposal shall identify the proposer's quote to the City for coach bus service in accordance with the "Specification" in Section 5 and all remaining terms and conditions in this proposal. Proposer's price must submit on the attached provided "Price Proposal Form" (see Attachment "B").

The proposals response with the lowest proposed grand total amount being offered will receive forty (40) points. The second lowest proposed amount will be divided into the low proposed amount and multiplied by forty (40) to arrive at a point total, and so on for the other proposals.

(Example is as follows: If the lowest proposed amount is:

\$ 112,000, they will receive 40 points, if the second is:

\$ 119,000 the calculation is as follows:

$\$ 112,000 / \$ 119,000 \times 40 = 37.6$ points)

5.12.5 OTHER

(a) Insurance Certificates:

- Proposer shall provide proof that the coach buses proposed on behalf of this RFP are insured through their firm's insurance company. **Proposer shall provide a "Schedule of Vehicle form" from their insurance company showing coach buses owned and/or leased.**
- Proposer shall also provide proof that **their firm is insured under the levels of insurance identified in Section 4 of this Proposal.**

- (b) Provide a summary of any litigation filed against the proposer in the past three (3) years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the

litigation, a brief description of the case, the outcome or projected outcome and the monetary amount involved.

- (c) **Certifications:** If proposer is a corporation, provide certification from the Florida Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida.
- (d) Submit copy of valid **business/occupational license** from Entity where business is located.
- (e) Submission and completion of City provided forms:
 - Non-Collusive Affidavit
 - Drug Free Workplace
 - Public Entity Crime Statement
 - Proposer Information
 - Qualifications Statement
 - W9 Form
 - Background Check

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ATTACHMENT "A"
PROPOSER QUESTIONNAIRE / SERVICES AND EQUIPMENT

1. Proposer to provide three (3) references of motor coach transportation contracts awarded to their firm within the past two (2) years with contact person, title, address, phone Numbers, contract period and maximum number of buses rented in one day.

a. Name of firm, City, County or Agency: _____

Address: _____

Telephone: _____ Contact: _____ Title _____

Contract Period: _____ Bid No. _____

Maximum number of buses rented in one day: _____

b. Name of firm, City, County or Agency: _____

Address: _____

Telephone: _____ Contact: _____ Title _____

Contract Period: _____ Bid No. _____

Maximum number of buses rented in one day: _____

c. Name of firm, City, County or Agency: _____

Address: _____

Telephone: _____ Contact: _____ Title _____

Contract Period: _____ Bid No. _____

Maximum number of buses rented in one day: _____

2. Experience record showing the organization's training and experience in this type of service.

3. Number of year's organization has been in business for this type of service? _____

4. Proposer is to detail the name(s) and phone number(s) of the person to be contacted for Scheduling and trouble shooting.

5. Proposer to list their firm's office hours with statement verifying office personnel is on staff during these hours for coordination of service.

6. Proposer to indicate their availability. Indicate your firm's current anticipated contract awards (new or existing) for motor coach service.

7. Additional Experience and Qualification Comments:

COMPANY NAME: _____ DATE: _____

SERVICES AND EQUIPMENT – Proposer is to answer questions and identify the proposer's type of service and quality of drivers, bus equipment and other applicable services being offered in the section provided.

1. How many coach buses are currently in your fleet? _____
 - a. How many of this number does your firm own? _____
 - b. How many of this number does your firm lease? _____
2. As specified in the minimum requirements of this RFP, Proposer must own or lease for operation a minimum of seven (7) coach buses that have a minimum fifty-seven (57) passenger capacity and minimum of four (4) coach buses that have a minimum 55 fifty-five (55) passenger capacity. These eleven (11) coach buses must be reserved exclusively for the City of Parkland.

Based on the aforementioned, please complete information below for the eleven (11) coach buses that will be reserved for the City of Parkland.

					Proposer to Answer "Y" for yes and "N" for No				
Vehicle ID #	Make	Model	Year	Passenger Capacity	Lease or Own	A/C	Two-way Radio	All-Pass Seatbelt (optional)	First Aid Kit

3. Proposer to submit in detail the condition and quality of their buses, detailing any additional features and/or benefits over and above the minimum requirements of the coach buses called for in the scope of work (i.e. safety devices on buses, tinted windows, reclining, etc.).

4. What is the minimum amount of notice the City may provide you to advise you that one or two "Minimum 43 passenger capacity buses with a wheel chair lift" will be needed?

5. Proposer to submit in detail their firm's safety training program.

6. What are your firm's inspection requirements and what State and/or Federal regulations do you follow for inspections?

7. How often does your firm inspect each bus?

8. What are your preventative maintenance procedures?

9. Does your firm have certified mechanics or do you use an outside firm for repairs?

10. What are your firm's procedures regarding motor coach maintenance and record keeping?

11. What type of radio communications is provided?

12. Does your company provide random or scheduled road testing of bus drivers?

13. How many licensed drivers are accessible to your Company? ____ Identify the names of these drivers below and identify the number of points against each of their driver's license.

14. Does your firm perform a criminal background check on drivers?

15. What procedures does your firm follow for drug testing employees?

16. What past bus driving experience do you require of your bus drivers?

17. Does your company provide ongoing classroom training?

18. Additional Service and Equipment Comments:

COMPANY NAME: _____ DATE: _____

ATTACHMENT "B"
PRICE PROPOSAL FORM
(To submit in a separate sealed envelope)

Price Proposal – This section of the proposal shall identify the proposer's quote to the City for motor coach service in accordance with the "Statement of Work" in Section 5, and all remaining terms and conditions of this proposal. ***Proposer's price must be submitted on the attached provided form(s).***

Proposer accepts and hereby incorporates by reference in this proposal all of the terms, specifications and conditions of this request for proposal. To be considered for this proposal, proposer shall be required to submit pricing on items 1, 2 and Option A, B & C referenced below.

Item	Description (See section 5.5)	Estimated Annual Hours	Price Per Hour Per Bus	Total Price
1.	Summer Recreation Program			
	a. Minimum 57 Passenger Coach Bus (Buses will be used a minimum of four hours a day)	1600	\$_____	\$_____
	b. Minimum 55 Passenger Coach Bus (Buses will be used a minimum of four hours a day)		\$_____	\$_____
2.	Senior Recreation & Library Programs			
	a. Minimum 57 Passenger Coach Bus (Buses will be used a minimum of four hours a day)	160	\$_____	\$_____
	b. Minimum 55 Passenger Coach Bus (Buses will be used a minimum of four hours a day)		\$_____	\$_____
GRAND TOTAL:				\$_____
Additional Pricing Options:				
A.	Minimum 43 Passenger Coach Bus with Wheel Chair Lift \$_____ Per Hour (Buses will be used a minimum of four hours a day)			
B.	1) Minimum 57 Passenger Coach Bus for <u>Summer Recreation Program/ Senior & Library Programs</u> : \$_____ Per Day (Daily Rate shall encompass use of bus for a minimum of 4 hours a day) 2) Minimum 55 Passenger Coach Bus for <u>Summer Recreation Program</u> : \$_____ Per Day (Daily Rate shall encompass use of bus for a minimum of 4 hours a day)			

C.	Minimum 21 Passenger Mini Bus \$_____ Per Hour (Buses will be used a minimum of four hours a day)
----	------------------------------------------------------------------------------------------------------

Fuel Adjustment: (See section 5.6)

Proposer: the following information is required as a basis for any fuel adjustment claim(s) which the Contractor may make during the contract period. If incomplete information is furnished in this section requests for fuel costs adjustments may not be considered.

a) Type of fuel used: _____

b) Price per gallon on _____ at proposer's normal point of supply: \$ _____/Gal.
Date

c) Name, Address and Phone Number of fuel supplier:

d) Percentage of Hourly Rate attributable to fuel cost: _____ %

COMPANY NAME: _____ DATE: _____

Schedule A
NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2011, by _____
who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS of PROPOSER:

Company Name

Address

City

State

Zip

Telephone No. _____ Fax No. _____

Federal ID. No. _____

SIGNATURE OF BIDDER

If an Individual: _____, doing business

Signature

as _____

If a Partnership: _____

by: _____

General Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation)

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **CITY OF:** _____

*The foregoing instrument was acknowledged before me this ____ day of _____ 200____, by
_____ who is (who are) personally known to me or who has
produced*

_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY **NAME,** **PRINTED,** **TYPED** **OR**
STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: _____

Address: _____

Street

City

State

Zip

Telephone No. () _____ Fax No. () _____

How many years has your organization been in business under its present name? _____ years

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____

Under what former names has your business operated? _____

At what address was that business located? _____

Are you Certified? Yes ☐ No ☐ If Yes, ATTACH A COPY OF CERTIFICATION

Are you Licensed? Yes ☐ No ☐ If Yes, ATTACH A COPY OF LICENSE

Do you have the required insurance coverage's set forth in the RFP?

Yes ☐ No ☐ If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES

Has your company or you personally ever declared bankruptcy?

Yes ☐ No ☐ If Yes, explain: _____

Are you a sales representative ☐ distributor ☐ broker ☐ or manufacturer ☐ of the
commodities/services bid upon?

Have you ever received a contract or a purchase order from the City of Parkland or other governmental
entity? Yes ☐ No ☐

If yes, explain (date, service/project, bid title, etc): _____

Have you ever received a complaint on a contract or bid awarded to you by any governmental entity?

Yes ☐ No ☐ If yes, explain: _____

Have you ever been debarred or suspended from doing business with any governmental entity?

Yes ☐ No ☐ If yes, explain: _____

ADD W-9 FORM

BACKGROUND CHECK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. _____ intends to enter into an agreement with the City of Parkland to provide the services detailed in RFP #____.
4. The fulfillment of the Background Check requirement has been conducted through State, National and Sexual Offender/Predator criminal history record databases.
5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to city property prior to beginning the work and, depending on the contract's term, on an annual basis thereafter.
5. I further certify that I shall provide the contract administrator with a list of employees, contractors, or subcontractors or subconsultants who will have access to City property which verifies that a criminal background check has been conducted and the results thereof. A list of such employees is set forth on Exhibit "A", attached hereto and made a part hereof.
6. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or subconsultant who has been convicted of an offense or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.

Executed this _____ day of _____, 20 ____.

By _____
(Signature)

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 20____, by
_____ who is personally known to me or who has
produced
_____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

History of Bus Usage Appendix "A"

The table in "Appendix A" represents the City of Parkland's usage for the bus transportation services that occurred from January 2017 to December 2017. Proposers are encouraged to use this information as an estimate for reference and guidance purposes only. The City reserves the right to increase or decrease estimated usage indicated and/or secure services during other weeks and months not indicated herein at the sole discretion of the City.

Week	# of Buses	Bus Passenger Size	Destination	Time
SUMMER CAMP TRIPS- KIDS @ HERON HEIGHTS ELEMENTARY/PARK TRAIL ELEMENTARY				
Week 1	5	55	Coconut Cove Water Park- Boca Raton	9:30am-3:00pm
Week 1	5	55	Off the Wall Trampoline, Coconut Creek	10:00am-1:00pm
Week 2	5	55	GameRoom at Sawgrass- Sunrise	8:30am-2:30pm
Week 2	5	55	Galaxy Skateway- North Lauderdale	10:00am-2:30pm
Week 3	5	55	Paradise Cove Waterpark- Pembroke Pines	9:00am-3:00pm
Week 3	5	55	Wow Factory- Coconut Creek	9:30am-1:00pm
Week 4	5	55	TY Castaway Island Waterpark- Hollywood	9:00am-3:30pm
Week 4	5	55	Lion Country Safari- Loxahatchee	9:30am-3:00pm
Week 4	5	55	Paradise Cove Waterpark- Pembroke Pines	9:00am-3:00pm
Week 5	5	55	Marlins Park- Miami	8:30am-4:30pm
Week 5	5	55	Museum of Discovery and Science, Ft. Lauderdale	9:30am-3:00pm
Week 6	5	55	Miami Zoo – Miami	9:00pm-3:00pm
Week 6	5	55	Miami Sea Aquarium, Miami Beach	8:30am-3:30pm
Week 7	5	55	Boomers- Boca Raton	9:00am-2:00pm
Week 7	5	55	Paradise Cove Waterpark- Pembroke Pines	9:00am- 3:00pm
Week 7	5	55	Wet n' Wild Waterpark, Orlando	6:00am-11:00pm
Week 8	5	55	Coconut Cove Waterpark- Boca Raton	9:00am-3:00pm
Week 8	5	55	X-Treme Action Park- Fort Lauderdale	9:00am-3:30pm

SUMMER CAMP TRIPS - TEENS @ WESTGLADES MIDDLE SCHOOL				
Week 1	3	55	Dave & Busters- Hollywood	9:30am-3:00pm
Week 1	3	55	Paradise Cove Waterpark- Pembroke Pines	9:00am-3:00pm
Week 1	3	55	Tigers Tail- Dania Beach	9:30am-2:30pm
Week 1	3	55	Panthers Ice Den & Melting Pot- Coral Springs	9:30am-3:30pm
Week 1	3	55	Cinepolis & Coral Ridge Mall- Deerfield & Coral Springs	9:30am-3:00pm
Week 2	3	55	Pinball Arcade- Delray Beach	9:30am-3:30pm
Week 2	3	55	Planet Air- Deerfield Beach	9:30am-2:30pm
Week 2	3	55	Paddled Away- Boyton Beach	9:30am-2:30pm
Week 2	3	55	Venetian Pool, Coral Gables	9:30am-3:00pm
Week 2	3	55	Rapids Waterpark- Riviera Beach	9:00am-3:00pm
Week 3	3	55	X-Treme Action Park- Fort Lauderdale	9:30am-3:00pm
Week 3	3	55	Revolutions- WPB	10:00am-2:00pm
Week 3	3	55	Calypso Bay Waterpark- Palm Beach	9:30am-2:00pm
Week 3	3	55	Cinepolis Deerfield	9:30am-3:00pm
Week 3	3	55	Gameroom- Sunrise	9:30am-3:00pm
Week 4	3	55	Tigers Tail- Dania Beach	9:30am-2:00pm
Week 4	3	55	Bayside Market- Miami	9:30am-3:00pm
Week 4	3	55	LaserQuest- Sunrise	9:00am-4:00pm
Week 4	3	55	Museum of Discovery and Science- Fort	9:30am-3:00pm
Week 5	3	55	Sawgrass Mills Mall- Sunrise	9:30am-2:00pm
Week 5	3	55	Boomers- Boca Raton	10:00am-2:00pm
Week 5	3	55	Jungle Island- Maimi	9:30am-3:00pm
Week 5	3	55	Marlins Park- Miami	9:30am-3:30pm
Week 5	3	55	Ninja Lounge- Miami	9:30am-3:00pm

Coach Bus Transportation Services - RFP 2018-12

Week 6	3	55	Dave & Busters- Hollywood	9:30am-3:00pm
Week 6	3	55	Monster Mini Golf- Coral Springs	9:30am-2:30pm
Week 6	3	55	West Palm Beach Zoo- WPB	9:30am-2:00pm
Week 6	3	55	Paradise Cove Waterpark- Pembroke Pines	9:30am-3:00pm
Week 6	3	55	Cinepolis- Deerfield	9:30am-3:00pm
Week 7	3	55	Frost Science Museum- Miami	9:30am-2:00pm
Week 7	3	55	Arcade Odyssey- Miami	9:30am-2:30pm
Week 7	3	55	Bayside Market- Miami	9:30am-3:00pm
Week 7	3	55	BB&T Center- Sunrise	9:30am-3:00pm
Week 7	3	55	Calypso Bay Waterpark- Palm Beach	9:30am-3:00pm
Week 8	3	55	Rockin' Jump- Fort Lauderdale	9:30am-2:30pm
Week 8	3	55	Ninja Lounge- Miami	9:30am-3:30pm
Week 8	3	55	Sky Zone- Pompano Beach	9:30am-3:30pm
Week 8	3	55	X-Treme Rock Climbing- Miami	9:30am-3:00pm
Week 8	3	55	Planet Revo- Doral	9:30am-3:00pm
SENIOR TRIPS- PARKLAND LIBRARY				
October	1	55	Fairchild Garden- Coral Gables	9:30am-3:00pm
November	1	55	Bonnet House- Fort Lauderdale	9:00pm-3:00pm
December	1	55	Hard Rock Stadium- Miami	9:00am-5:00pm
January	1	55	Vizcaya Museum- Miami	9:30pm-3:30pm
February	1	55	BB&T Center- Sunrise	4:00pm-9:00pm
March	1	55	Sugarland Tours- Clewiston	8:30am-4:00pm
April	1	55	Millionaire Row Cruise- Miami	9:00pm-3:00pm
May	1	55	Broward Theater of Performing Arts, Ft Lauderdale	12:00pm-9:00pm

Coach Bus Transportation Services - RFP 2018-12

June	1	55	Stagedoor Theater- Margate	10:00am-3:30pm
July	1	55	Marlins Stadium- Miami	10:00am-4:00pm
August	1	55	Flagler Museum- WPB	9:30am-3:00pm
September	1	55	Frost Science Museum- Miami	9:30am-5:30pm

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

NOTICE
BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- _____ 1. Carefully read the SPECIFICATIONS and then properly fill out the BID FORM.
- _____ 2. Fill out and sign the **PROPOSERS INFORMATION**.
- _____ 3. Fill out and sign the **NON_COLLUSIVE AFFIDAVIT** and have it properly notarized.
- _____ 4. Include a completed **W9 FORM**.
- _____ 5. Fill out and sign the **BACKGROUND CHECK AFFIDAVIT**
- _____ 6. Fill out the **BIDDERS QUALIFICATION STATEMENT**.
- _____ 7. Fill out the **REFERENCES PAGE**.
- _____ 8. Sign the **VENDOR DRUG FREE WORKPLACE FORM**.
- _____ 9. Sign the **PUBLIC ENTITY CRIME STATEMENT**.
- _____ 10. Clearly mark the **BID NUMBER AND BID NAME** on the outside of the envelope.
- _____ 11. Submit **ONE (1) Original AND THREE (3) Photocopies** of your Bid, **ONE (1) electronic copy** and **one (1) sealed bid price (to submit in a separate sealed envelope)** with your submission.
- _____ 12. Submit Bid Bond (if required)
- _____ 13. Make sure your BID is submitted prior to the deadline. Late Bids will not be considered.
- _____ 14. Include proof of insurance.
- _____ 15. Include copies of all Licenses and Certifications

**FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR BID BEING DEEMED
NON-RESPONSIVE.**

**SAMPLE CONTRACT SUBJECT TO FINAL APPROVAL BY THE CITY
ATTORNEY**

CONTRACT

THIS CONTRACT is entered into by and between the CITY OF PARKLAND (CITY),
a municipal corporation and _____
(CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP # _____ (the RFP) the CITY accepted competitive
proposals for _____ (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the
entire Contract and describes the Services; and

WHEREAS, after evaluation of price and other relevant factors by the evaluation
committee and the City Commission of the City of Parkland, Florida, the CITY has determined
that the best proposal was submitted by CONTRACTOR and that CONTRACTOR has the
necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Services on
_____, 20____, Resolution No 20____/____;

WHEREAS, the purpose of this Contract is to implement the RFP and the acceptance of
CONTRACTOR's proposal in a binding Contract which contains the terms required in the RFP
and the CONTRACTOR's response, except as specifically modified herein.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part
hereof.

1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response
to the RFP of CONTRACTOR, attached hereto as Exhibit B, shall constitute the entire
Contract, except to the extent specifically modified on Exhibit C Additional Terms and
Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the
Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations

and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The CITY Manager shall appoint a Contractor Administrator to act on behalf of the CITY with respect to this Contract.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall commence upon final execution of the Contract by the CITY and shall expire _____ () years from that date. The CITY reserves the right to extend the Contract for _____ () additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this

Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.

3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.

3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 4

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

ARTICLE 5

INSURANCE

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution by the City of this Contract or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports,

photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems to the public agency. .
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract provisions and may unilaterally cancel this contract in accordance with state law.

No confidentiality of non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this section 8.2.

If the CONTRACTOR has any questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this CONTRACT, contact the custodian of public records at (954) 753-5040, email address cityclerk@cityofparkland.org or mailing address 6600 University Drive, Parkland, FL 33067.

- 8.3 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

8.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the CITY available to the Office of the CITY Manager for action as required.

8.5 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid

by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.6 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

8.7 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:
City Manager

Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONTRACTOR:

8.9 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.10 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.11 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking

any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.17 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, Exhibit "A", the CONTRACTOR'S Response, Exhibit "B", and the attached Exhibits _____ are incorporated into and made a part of this Contract.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF PARKLAND

By: _____
CHRISTINE HUNSCHOFSKY, MAYOR

Date: _____

ATTEST:

CITY CLERK

CONTRACTOR

Witnesses:

By: _____
Title: _____

Printed Name: _____

Date: _____

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

EXHIBIT "A"
RFP 2018-12
COACH BUS TRANSPORTATION SERVICES

EXHIBIT "B"
Contractor's Response

EXHIBIT "C"
BACKGROUND CHECK AFFIDAVIT

EXHIBIT "B"
CONTRACTOR'S RESPONSE

SERVICES AGREEMENT

THIS CONTRACT is entered into by and between the CITY OF PARKLAND (CITY), a municipal corporation and ACADEMY BUS, LLC (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP # 2018-12 (the RFP) the CITY accepted competitive proposals for Coach Bus Transportation Services (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describes the Services; and

WHEREAS, after evaluation of price and other relevant factors by the evaluation committee and the City Commission of the City of Parkland, Florida, the CITY has determined that the best proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Services on July 11, 2018. Resolution No 2018/058:

WHEREAS, the purpose of this Contract is to implement the RFP and the acceptance of CONTRACTOR's proposal in a binding Contract which contains the terms required in the RFP and the CONTRACTOR's response, except as specifically modified herein.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of CONTRACTOR, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The CITY Manager shall appoint a Contractor Administrator to act on behalf of the CITY with respect to this Contract.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall commence on September 19, 2018 and shall expire two (2) years from that date. The CITY reserves the right to extend the Contract for three (3) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.

3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.

3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 4

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

ARTICLE 5

INSURANCE

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution by the City of this Contract or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, including any option terms, the

CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs,

surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems to the public agency. .
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract provisions and may unilaterally cancel this contract in accordance with state law.

No confidentiality of non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this section 8.2.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954 757 4132, CITY CLERK Jennifer L. Johnson jjohnson@cityofparkland.org)

8.3 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

8.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the CITY available to the Office of the CITY Manager for action as required.

8.5 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from

time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.6 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

8.7 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the

same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City Manager
Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONTRACTOR:

Antonio Ramos, Vice President, Sales
Academy Bus, LLC
111 Paterson Ave.
Hoboken, NJ 07030

8.9 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.10 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened

legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.11 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.17 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, Exhibit "A", the CONTRACTOR'S Response, Exhibit "B", and the attached Exhibits _____ are incorporated into and made a part of this Contract.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

Anthony J. Corison
Stephanie Dval

CITY OF PARKLAND

By: Christine Hunschofsky
CHRISTINE HUNSCHOFSKY, MAYOR

Date: 8/21/18

ATTEST:

George Johnson
CITY CLERK



CONTRACTOR

Witnesses:

David L.
Stephanie Dval

By: A. T. Ramos
Title: Vice President, Sales
Printed Name: Antonio T. Ramos
Date: 8/20/2018

EXHIBIT "A"
RFP 2018-12
COACH BUS TRANSPORTATION SERVICES

EXHIBIT "B"
CONTRACTOR'S RESPONSE

EXHIBIT "C"
ADDITIONAL TERMS AND CONDITIONS

ATTACHMENT "B"
PRICE PROPOSAL FORM
(To submit in a separate sealed envelope)

Price Proposal – This section of the proposal shall identify the proposer's quote to the City for motor coach service in accordance with the "Statement of Work" in Section 5, and all remaining terms and conditions of this proposal. ***Proposer's price must be submitted on the attached provided form(s).***

Proposer accepts and hereby incorporates by reference in this proposal all of the terms, specifications and conditions of this request for proposal. To be considered for this proposal, proposer shall be required to submit pricing on items 1, 2 and Option A, B & C referenced below.

Item	Description (See section 5.5)	Estimated Annual Hours	Price Per Hour Per Bus	Total Price
1.	Summer Recreation Program			
	a. Minimum 57 Passenger Coach Bus (Buses will be used a minimum of four hours a day)	1600	\$ <u>80</u>	\$ <u>128,000</u>
	b. Minimum 55 Passenger Coach Bus (Buses will be used a minimum of four hours a day)		\$ <u>80</u>	\$ <u>128,000</u>
2.	Senior Recreation & Library Programs			
	a. Minimum 57 Passenger Coach Bus (Buses will be used a minimum of four hours a day)	160	\$ <u>80</u>	\$ <u>12,800</u>
	b. Minimum 55 Passenger Coach Bus (Buses will be used a minimum of four hours a day)		\$ <u>80</u>	\$ <u>12,800</u>
GRAND TOTAL:				\$ <u>281,600</u>
Additional Pricing Options:				
A.	Minimum 43 Passenger Coach Bus with Wheel Chair Lift \$ <u>n/a</u> Per Hour (Buses will be used a minimum of four hours a day)			
B.	1) Minimum 57 Passenger Coach Bus for <u>Summer Recreation Program/ Senior & Library Programs</u> : \$ <u>n/a</u> Per Day (Daily Rate shall encompass use of bus for a minimum of 4 hours a day) 2) Minimum 55 Passenger Coach Bus for <u>Summer Recreation Program</u> : \$ <u>n/a</u> Per Day (Daily Rate shall encompass use of bus for a minimum of 4 hours a day)			

C.	Minimum 21 Passenger Mini Bus \$ <u>n/a</u> Per Hour (Buses will be used a minimum of four hours a day)
----	------------------------------------------------------------------------------------------------------------

Fuel Adjustment: (See section 5.6)

Proposer: the following information is required as a basis for any fuel adjustment claim(s) which the Contractor may make during the contract period. If incomplete information is furnished in this section requests for fuel costs adjustments may not be considered.

a) Type of fuel used: Diesel

b) Price per gallon on 5/30/18 at proposer's normal point of supply: \$ 2.934/Gal.
Date

c) Name, Address and Phone Number of fuel supplier:

Land and Sea Petroleum (954) 978-3835
6710 NW 15th Way, Ft. Lauderdale, FL 33309

d) Percentage of Hourly Rate attributable to fuel cost: 20 %

COMPANY NAME: Academy BUS, LLC DATE: 5/30/18

RESOLUTION NO. 2018-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RANKING AND AUTHORIZING THE PURCHASING DIRECTOR OR DESIGNEE TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE TOP-RANKED PROPOSER, ACADEMY BUS, LLC FOR COACH BUS TRANSPORTATION SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parkland ("City") Parks and Recreation Department offers recreational programs; and

WHEREAS, recreational programs offer participants entrance to local attractions and events so the participants must be transported to the location where activities occur; and

WHEREAS, the recreation programs require coach bus transportation services to ensure that the City's recreation programs can deliver participants to and from selected sites where activities will occur; and

WHEREAS, in accordance with the City's Procurement Code, City Staff advertised, on April 24, 2018, a Request for Proposal (RFP # 2018-12) for Coach Bus Transportation Services; and

WHEREAS, on May 31, 2018, the City received two (2) proposals from FloridaTours.com, LLC and Academy Bus, LLC; and

WHEREAS, on June 14, 2018, the Evaluation Committee reviewed and rated the two (2) proposals based on the criteria outlined in the RFP; and

WHEREAS, after further discussion and review of the criteria set forth in the RFP, the Evaluation Committee unanimously recommended approval of the top-ranked proposer, Academy Bus, LLC; and

WHEREAS, the Evaluation Committee is recommending to negotiate terms, conditions and fees, and execute contract with the top-ranked proposer, Academy Bus, LLC, for Coach Bus Transportation Services; and

WHEREAS, should the City Commission approve the award, the contract will be effective September 19, 2018 and shall terminate two years from that date, with the option to renew for three additional one-year periods, if determined to be in the City's best interest; and

WHEREAS, the estimated annual amount is \$140,800, with a two-year estimated of \$281,600 and a total estimated amount of \$704,000 with the renewed three (3), two (2)-year options.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are confirmed and ratified as being true

51 and correct and are hereby incorporated herein.

52
53 **Section 2.** The City Commission hereby approves the Evaluation Committee ranking of
54 the Coach Bus Transportation Services and authorizes the Purchasing Director or designee to
55 negotiate terms, conditions and fees, to execute and renew contract with the top-ranked proposer,
56 Academy Bus, LLC.

57
58 **Section 3.** In the event the Purchasing Director or designee is unable to negotiate a
59 contract deemed to be acceptable with the top-ranked firm, the Purchasing Director or designee
60 shall report to the City Commission which shall either require that the Purchasing Director or
61 designee continue negotiations or authorize negotiations with the second-ranked firm until the
62 process is complete or, until the Purchasing Director or designee or the City Commission
63 determines that it is no longer feasible to continue negotiating; at any time the City Commission
64 has the full discretion to either abandon the process or begin the process again.

65
66 **Section 4.** The RFP packet has been reviewed and approved by the City Attorney.

67
68 **Section 5.** This Resolution shall become effective immediately upon adoption.

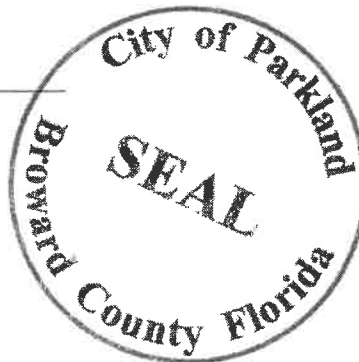
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71 PASSED AND ADOPTED THIS 11th DAY OF July, 2018.

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74 CITY OF PARKLAND, FLORIDA

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78 CHRISTINE HUNSCHOFSKY
79 MAYOR

80 ATTEST:

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82 JENNIFER JOHNSON
83 CITY CLERK
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RECORD OF COMMISSION VOTE
Mayor Hunschofsky
Vice Mayor Kagan
Commissioner Cutler
Commissioner Mayersohn
Commissioner Solomon




EXHIBIT "C"
ADDITIONAL TERMS AND CONDITIONS

ATTACHMENT "B"
PRICE PROPOSAL FORM
 (To submit in a separate sealed envelope)

Price Proposal – This section of the proposal shall identify the proposer's quote to the City for motor coach service in accordance with the "Statement of Work" in Section 5, and all remaining terms and conditions of this proposal. ***Proposer's price must be submitted on the attached provided form(s).***

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----	------------------------------------------------------------------------------------------------------------

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- a) Type of fuel used: Diesel
- b) Price per gallon on 5/30/18 at proposer's normal point of supply: \$ 2.934/Gal.
Date
- c) Name, Address and Phone Number of fuel supplier:
Land and Sea Petroleum (954) 978-3835
6710 NW 15th Way, Ft. Lauderdale, FL 33309
- d) Percentage of Hourly Rate attributable to fuel cost: 20 %

COMPANY NAME: Academy BUS, LLC DATE: 5/30/18

RESOLUTION NO. 2018-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RANKING AND AUTHORIZING THE PURCHASING DIRECTOR OR DESIGNEE TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE TOP-RANKED PROPOSER, ACADEMY BUS, LLC FOR COACH BUS TRANSPORTATION SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the Evaluation Committee is recommending to negotiate terms, conditions and fees, and execute contract with the top-ranked proposer, Academy Bus, LLC, for Coach Bus Transportation Services; and

WHEREAS, should the City Commission approve the award, the contract will be effective September 19, 2018 and shall terminate two years from that date, with the option to renew for three additional one-year periods, if determined to be in the City's best interest; and

WHEREAS, the estimated annual amount is \$140,800, with a two-year estimated of \$281,600 and a total estimated amount of \$704,000 with the renewed three (3), two (2)-year options.

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63 determines that it is no longer feasible to continue negotiating; at any time the City Commission
64 has the full discretion to either abandon the process or begin the process again.

65
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67
68 **Section 5.** This Resolution shall become effective immediately upon adoption.

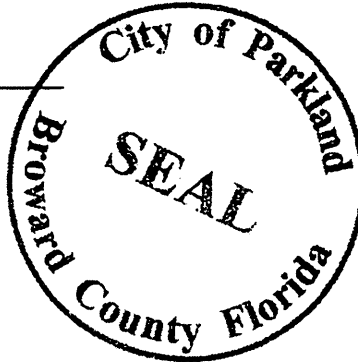
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71 PASSED AND ADOPTED THIS 11th DAY OF July, 2018.






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74 CITY OF PARKLAND, FLORIDA

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79 **CHRISTINE HUNSCHOFSKY**
80 **MAYOR**

81 ATTEST:

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83 **JENNIFER JOHNSON**
84 **CITY CLERK**

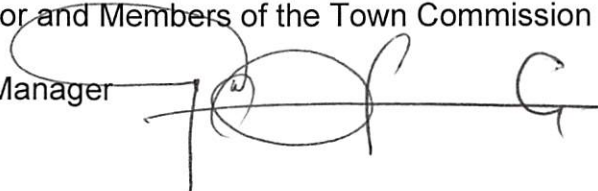


RECORD OF COMMISSION VOTE
Mayor Hunschofsky 
Vice Mayor Kagan 
Commissioner Cutler 
Commissioner Mayersohn 
Commissioner Solomon 



MEMORANDUM

ITEM NO. 3J

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager 
Date: November 12, 2019
Subject: Resolution to Re-Adopt the Town of Surfside Title VI Program Plan

The Town of Surfside, through Miami-Dade Transit, was a sub-recipient of the American Recovery and Reinvestment Plan ("ARRA") Economic Stimulus Grant funding from the Federal Transit Administration. ("FTA").

The FTA requires that sub-recipients have a "Program Plan" to comply with the regulation implementing Title VI of the Civil Rights Act of 1964 ("Title VI"). Specifically, the Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C Section 2000d).

In 2016, The Town adopted the "Title VI Program Plan for the Town of Surfside" (Title VI Plan") to comply with these federal requirements. (See Attachment A to the Resolution). The Federal Transit Administration requires Title VI plans to be updated and approved by the governing body every three (3) years.

Adopting the Title VI Program Plan will provide education to both the community and the staff and discourage discrimination on the basis of race, color, or national origin. The Plan serves to ensure that users of the Transit Service are able to make anti-discrimination complaints and to have procedures in place for investigating, tracking, and providing an administrative remedy to these types of complaints.

There is no cost associated with approving this item.

Staff recommends the Town Commission to approve the re-adoption of the Title VI Program Plan resolution in order to be compliant with federal requirements.

Reviewed by

Prepared by

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING A TITLE VI
PROGRAM PLAN IN ACCORDANCE WITH TITLE VI, 42
U.S.C. SECTION 2000D, CIVIL RIGHTS ACT OF 1964, AS
REQUIRED FOR THE TOWN TO RECEIVE FEDERAL
PASS-THROUGH FUNDING FROM MIAMI-DADE
TRANSIT AGENCY; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town of Surfside (“Town”), through Miami-Dade Transit, was a sub-recipient of the American Recovery and Reinvestment Act (“ARRA”) Economic Stimulus Grant funding from the Federal Transit Administration (“FTA”); and

WHEREAS, the FTA requires that sub-recipients have a “Program Plan” to comply with the regulation implementing Title VI of the Civil Rights Act of 1964 (“Title VI”), which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance” (42 U.S.C Section 2000d); and

WHEREAS, on December 13, 2016, the Town Commission adopted Resolution No. 2016-2406 approving a Title VI Plan to comply with federal requirements; and

WHEREAS, the FTA requires Title VI plans to be updated and approved by the governing body every three years; and

WHEREAS, the Town Commission wishes to readopt the Title VI Program Plan in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, adopting the Title VI Program Plan will provide education to both the community and Town staff and discourage discrimination on the basis of race, color, or national origin; and

WHEREAS, the Title VI Program Plan serves to ensure that users of the Town’s transit services are able to make anti-discrimination complaints and to have procedures in place for investigating, tracking, and providing an administrative remedy to these types of complaints; and

WHEREAS, the Town Commissions finds that readopting the Title VI Program Plan is in the best interest and welfare of the Town.

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

Section 1. Recitals. That the above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. That the Town Commission approves the Title VI Program Plan in substantially the form attached hereto as Exhibit "A."

Section 3. Implementation. That the Town Manager and/or his designee is authorized to take any and all action reasonably necessary to implement the purposes of this Resolution and the Title VI Program Plan.

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

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: _____
Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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



TITLE VI PROGRAM PLAN

TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154
Tel: 305-861-4863
Fax: 305-861-1302
Website: www.townofsidesidefl.gov

Town of Surfside Title VI Program Plan

Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The Town of Surfside is committed to ensuring that no person is excluded from participation in, or denied the benefits of Miami-Dade transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

Information Notices

Title VI information notices are prominently and publicly displayed in the Town Hall lobby and the Community Center.

The name and contact information of the Title VI coordinator is available on the Town's website, at www.townofsurfsidefl.gov. Additional information relating to the Town's nondiscrimination obligation is provided in this document.

Further information can be obtained directly from the Town's Title VI Coordinator:

Rosendo Prieto Title VI Coordinator
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
305-861-4863

Record Keeping

The Title VI Coordinator will maintain permanent records, which include, but are not limited to copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

Complaints

The complainant may file a signed, written complaint no later than 180 days after the date of the alleged discrimination. The complaint procedures are described in detail herein (see Appendix A). Each complaint should include the following information:

- Full name
- Mailing address
- Contact Information (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against, including location, names and contact information of any witnesses
- Other information that you consider significant

The Title VI Complaint Form, (see Appendix B), may be used to submit the complaint information. The complaint may be filed in writing to the Town at the following address:

Town of Surfside
 Attention: Rosendo Prieto, Title VI Coordinator
 9293 Harding Avenue
 Surfside, FL 33154

The Town encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. Complaints must be mailed to the Title VI Coordinator no later than 180 days after the date of the alleged discrimination.

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the Town will be directly addressed by the Title VI Coordinator who shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English.

Additionally, the Town shall make every effort to address all complaints in an expeditious and thorough manner. A letter acknowledging receipt of complaint will be mailed within seven days (see Appendix C). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

The Town of Surfside will send a final written response letter (see Appendix D) to the complainant. If the complaint is found to be not substantiated (see Appendix E), the complainant is also advised of his or her right to:

- 1) Appeal within seven calendar days of receipt of the final written decision from the Town, and/or
- 2) File a complaint externally with the U.S. Department of Transportation and/or the FTA.

Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

Once sufficient information for investigating the complaint is received by the Town, a written response will be drafted subject to review by the Town Attorney. If appropriate, the Town Attorney may administratively close the complaint. In this case, the Town will notify the

complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor — TCR
1200 New Jersey Ave., SE
Washington, DC 20590

Limited English Proficiency (LEP)

The Town of Surfside has a land area of 1.0 Square Miles. According to the 2010 Census, the Town has an approximate total population of 5,744 people, composed of 94.6% White or Caucasian, 46.5 % Hispanic or Latino, Non-Hispanic White 50.1%, and 1.0% other races. Of the Town's population over the age of 5, 34.8% of residents speak English at home, 44% speak Spanish at home, (73.1% speak English very well, and 26.9% speak English less than very well).

The Town provides information in English. Residents can request translations of documents that are in English. Most departments have at least one or more employees that are bilingual and Spanish speakers are accommodated with a translator when requested.

The Town's Title VI Policy and Complaint Procedures is hosted on the Town's web page in English and made available in other languages as requested.

The Town educates our staff and contractors on the following procedure (see Appendix F):

- a. Understanding the Title VI Policy and LEP responsibilities
- b. How to access Title VI Policy and Procedures via the Town's website.
- c. Document and resolve any language assistance deficiencies
- d. The procedure if a Title VI and/or LEP complaint is filed.

The Town will review LEP procedures annually to determine if modifications are needed to meet language assistance deficiencies.

Public Participation Plan

The Town of Surfside seeks to engage the public in its planning and decision-making processes. Members of the public may make statements at Commission meetings, which occur on the second Tuesday of every month. Town Commission agendas are available for review by the public late in the afternoon on the Wednesday prior to Commission meetings via the Town's website. Consideration of Town Ordinances is published in the Daily Business Review.

The Town and its records are available to the public. The Town's Title VI Complaint Procedure is available to the public via the Town's website www.townofsurfsidefl.gov.

Decision Making Bodies

The Town of Surfside does not have any transit related non-elected planning boards or advisory councils or planning boards or committees. If any such committees are established in the future, this plan will be amended to depict minority representation on such committees and to describe the efforts made to encourage participation of minorities on such committees.

Transit Programs/Service Standards

Town of Surfside operates a circulator bus within the Town of Surfside in compliance with an interlocal agreement with Miami-Dade County Transit. All other transit services are provided and operated by Miami-Dade County Transit.

Transit Facilities

The Town has a lease agreement for the circulator bus service and does not have any storage, maintenance facilities, or operation centers.

Town of Surfside Title VI Program Plan

Appendices

Appendix A	Complaint Procedures
Appendix B	Complaint Form
Appendix C	Letter Acknowledging Receipt of Complaint
Appendix D	Letter Notifying Complainant That the Complaint is Substantiated
Appendix E	Letter Notifying Complainant that the Complaint is not Substantiated
Appendix F	Employee Annual Education Form
Appendix G	Record of Investigations, Complaints, and/or Lawsuits

Town of Surfside Title VI Program Plan

Appendix A

Complaint Procedures

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by the Town of Surfside may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. A complaint may be filed no later than 180 days after the date of the alleged discrimination. The Town or its designated Title VI Coordinator will process complaints that are complete.

Once the complaint is received, the Title VI Coordinator will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

The Town has 60 days to investigate the complaint. If more information is needed to resolve the case, the Town's Title VI Coordinator may contact the complainant. The complainant will have 10 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Title VI Coordinator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the case is investigated he/she will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, he/she has 10 business days after the date of the LOF to do so.

A person may also file a complaint directly with:

Federal Transit Administration
FTA Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590.

Town of Surfside Title VI Program Plan

Appendix B

Complaint Form

If you feel you have been discriminated against, please provide the following information in order to assist us in processing your complaint and send it to:

Town of Surfside
Attention: Rosendo Prieto, Title VI Coordinator
9293 Harding Avenue
Surfside, FL 33154

Please print clearly:

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: (cell) _____ (home) _____

Person discriminated against: _____

Address of person discriminated against: _____

City, State, Zip Code: _____

Please indicate why you believe the discrimination occurred:

- _____ Race or color
- _____ National origin
- _____ Income
- _____ Other

What was the date of the alleged discrimination? _____

Where did the alleged discrimination take place? _____

Please describe the circumstances as you saw it:

Please list any and all witnesses' names and phone numbers:

Please attach any documents which support the allegation.

Date and sign this form and send to the Title VI Coordinator.

Your signature

Print your name

Date

Town of Surfside Title VI Program Plan

Appendix C

Letter Acknowledging Receipt of Complaint

Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

This letter is to acknowledge receipt of your complaint against the Town of Surfside alleging:

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning 305-861-4863, or write to me at this address.

Sincerely,

Town of Surfside
Attention: Rosendo Prieto, Title VI Coordinator
9293 Harding Avenue
Surfside, FL 33154

Town of Surfside Title VI Program Plan

Appendix D

Letter Notifying Complainant that the Complaint is Substantiated

Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

The matter referenced in your letter of _____ (date) against the Town of Surfside alleging Title VI violation has been investigated.

The violation of the Title VI of the Civil Rights Act of 1964 mentioned in your letter was identified. Corrective action of this deficiency(s) is being implemented to ensure that this issue does not arise again

Thank you for bringing this important matter to our attention.

Sincerely,

Town of Surfside
Attention: Rosendo Prieto, Title VI Coordinator
9293 Harding Avenue
Surfside, FL 33154

Town of Surfside Title VI Program Plan

Appendix E

Letter Notifying Complainant that the Complaint is not Substantiated

Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms)

The matter referenced in your complaint of _____ (date) against the Town of Surfside alleging a Title VI violation has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964 had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The Town Attorney has analyzed the materials and facts pertaining to your case for evidence of the Town's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that the Town is closing this matter in our files as of _____. (date) You have the right to:

- 1) Appeal within seven calendar days of receipt of this final written decision from the Town, and/or
- 2) File a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at:

Federal Transit Administration Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor
TCR 1200 New Jersey Ave., SE
Washington, DC 20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

Rosendo Prieto, Title VI Coordinator

Town of Surfside Title VI Program Plan

Appendix F

Employee Annual Education Form

To all employees of the Town of Surfside:

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the Town of Surfside and its contractors are expected to consider, respect, and observe this policy in their daily work and duties.

If a citizen approaches you with a question or complaint, direct him or her to contact:

Town of Surfside
Attention: Rosendo Prieto, Title VI Coordinator
9293 Harding Avenue
Surfside, FL 33154

In all dealings with citizens, use courtesy titles (i.e. Mr., Ms., etc.) to respectfully address the citizens without regard to race, color or national origin.

Town of Surfside Title VI Program Plan

Appendix G

Record of Investigations, Complaints, and/or Lawsuits

<u>Type of Complaint</u> (Investigation, Compliant, Lawsuit)	<u>Date of Complaint</u> (Month/Day/Year)	<u>Basis of Complaint</u> (Race, Color, National Origin)	<u>Status of Complaint</u>	<u>Action(s) Taken</u>
-----------------------------------------------------------------	----------------------------------------------	-------------------------------------------------------------	----------------------------	------------------------

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



MEMORANDUM

ITEM NO. 3K

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

From: Guillermo Olmedillo, Town Manager

Date: November 12, 2019

Subject: Approval of Resolution for an Agreement with the United States Postal Service for Annual Rent/Lease of Town Parking Spaces Located in the 94th Street Parking Lot and the 95th Street Parking Lot

The Town of Surfside and United States Postal Service have entered into agreements whereby the Town has rented/leased twenty-seven (27) parking spaces in the 94th Street Municipal Parking Lot (94th Street and Harding Avenue), and ten (10) parking spaces in the 95th Street Municipal Parking Lot (95th Street and Collins Avenue) to the Postal Service. The current agreements/leases for these spaces are for the term June 01, 2015 through May 31, 2020 (5-year period) with a renewal option for June 01, 2020 through May 31, 2025 (5-year period). The United States Postal Service wishes to exercise the renewal option (June 01, 2020 through May 31, 2025) that is in the current agreements/leases for the aforementioned Town parking spaces.

The United States Postal Service office located at 250 95th Street, Surfside, FL 33154 has long serviced the Town residents, businesses, and visitors in a professional manner. The rental/lease of the Town parking spaces is necessary for the Post Office to operate in an efficient and effective manner.

The budget impact for Fiscal Year 2019/2020 is positive. The current rental/lease fee for the spaces is: \$21,900.00 per year for the 94th Street Lot, and \$8,100.00 for the 95th Street Lot. The renewal rental/lease fee is: \$22,569.00 per year for the 94th Street Lot, and \$10,150.00 for the 95th Street Lot.

Staff recommends a motion to approve a resolution for an agreement with the United States Postal Service to renew the agreement/lease for twenty-seven (27) parking spaces in the 94th Street Municipal Parking Lot (Agreement: 115856-005 / Lease: Q90000448498), and renew the agreement/lease for ten (10) parking spaces in the 95th Street Municipal Parking Lot (Agreement: 115856-004 / Lease: Q90000427196).

Prepared by: Captain John Bambis

Reviewed by: Chief Julio Yero

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, APPROVING LEASE
AMENDMENTS/RENEWALS WITH THE UNITED STATES
POSTAL SERVICE (USPS) FOR PARKING SPACES AT
THE 94TH STREET MUNICIPAL PARKING LOT, AND
PARKING SPACES AT THE 95TH STREET MUNICIPAL
PARKING LOT; PROVIDING FOR AUTHORIZATION;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Surfside (“Town”) and the United States Postal Service (“USPS”) previously entered into a Lease Agreement (Lease No. Q90000448498) dated April 14, 2015, for a term of five (5) years for lease of 27 parking spaces at the 94th Street Municipal Parking Lot, which Lease expires May 31, 2020, and wish pursuant to the renewal option renew the term of the Lease for an additional five (5) year term based upon current market rates, all as set forth in the Lease Amendment attached hereto as Exhibit “A” (“Lease Amendment 94th Street Lot”); and

WHEREAS, the Town and USPS also previously entered into a Lease Agreement (Lease No. Q90000427196) dated April 14, 2015, for a term of five (5) years for lease of 10 parking spaces at the 95th Street Municipal Parking Lot, which Lease expires May 31, 2020, and wish to pursuant to the renewal option to renew the term of the Lease for an additional five (5) year term based upon current market rates, all as set forth in the Lease Amendment attached hereto as Exhibit “B” (“Lease Amendment 95th Street Lot”); and

WHEREAS, the renewal terms would commence June 1, 2020 and expire May 31, 2025, with rates per parking space and total annual rent, as set forth in the Lease Amendment 94th Street Lot attached as Exhibit “A” and the Lease Amendment 95th Street Lot attached as Exhibit “B”; and

WHEREAS, the Town Commission finds that the lease renewals and approval of this Resolution is in the best interest of the residents and businesses of the Town and wishes to approve the Lease Amendment 94th Street Lot and the Lease Amendment 95th Street Lot, in substantially the forms attached hereto as Exhibit “A” and Exhibit “B”, respectively.

**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 of Lease Amendments/Renewals. The Town Commission hereby approves the Lease Amendment 94th Street Lot and the Lease Amendment 95th Street Lot, in substantially the forms attached hereto as Exhibit “A” and Exhibit “B”, respectively.

Section 3. Authorization. That the Town Manager is hereby authorized to execute the Lease Amendment 94th Street Lot and the Lease Amendment 95th Street Lot, in substantially the forms attached hereto as Exhibit “A” and Exhibit “B”, respectively, subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Lease Amendment 94th Street Lot and the Lease Amendment 95th Street Lot.

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

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: _____
Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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



Lease Amendment

Facility Name/Location

SURFSIDE BR PARKING (115856-005)

94th Street, MIAMI BEACH, FL 33154-9998

Amendment No: 001

Lease: Q90000448498

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 04/14/2015, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to amend the Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, effective on the date this document is executed by the Postal Service.

The Lease is being renewed at the option of the Postal Service and in accordance with Section 4 of the Lease (Renewal Options) for the renewal term commencing June 1, 2020 and expiring May 31, 2025, with the Annual Rent of \$22,569.00 inclusive of all twenty-seven (27) spaces (\$69.66 space/month).

In all other respects, the Lease shall remain the same and is hereby confirmed.



Lease Amendment

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: TOWN OF SURFSIDE

Name & Title Guillermo Olmedillo, Town Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Landlord's Address: _____

_____ Zip+4 _____

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: _____

Witness Witness

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan
Contracting Officer

Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer



Lease Amendment

Facility Name/Location

SURFSIDE BR ADDL PKG (115856-004)
CITY PARKING AREA, MIAMI BEACH, FL 33154-9998

Amendment No: 001

Lease: Q90000427196

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 04/14/2015, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to amend the Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, effective on the date this document is executed by the Postal Service.

The Lease is being renewed at the option of the Postal Service and in accordance with Section 4 of the Lease (Renewal Options) for the renewal term commencing June 1, 2020 and expiring May 31, 2025, with the Annual Rent of \$10,150.00 inclusive of all ten spaces (\$84.58/space/month).

In all other respects, the Lease shall remain the same and is hereby confirmed.



Lease Amendment

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: Town of Surfside

Name & Title Guillermo Olmedillo, Town Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Landlord's Address: _____

Zip+4 _____

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: _____

Witness _____ Witness _____

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan
Contracting Officer

Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer



MEMORANDUM

ITEM NO. 3L

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

From: Guillermo Olmedillo, Town Manager

Date: November 12, 2019

Subject: Parker Pay Stations Modem Upgrade

The Town of Surfside Police Department-Parking Enforcement Division currently utilizes thirty-seven (37) Pay Stations (Harrington Resources/Parker Systems) to provide an on-site parking payment option for both on-street and off-street parking spaces throughout the Town of Surfside. The Pay Stations use cellular technology through a modem in each Pay Station to communicate/transfer the payment information for on-site credit card transactions.

The Parking Pay Stations utilize Verizon Wireless modems which are currently on the 3G network. Verizon Wireless is ceasing support of the 3G network as of December 2019 in favor of the 4G LTE network system. This change requires that each modem in the 37 Pay Stations be changed to a 4G LTE modem so that communication efficiency is maintained to process customer payments via credit card. The Town currently has a contract with Harrington Resources/Parker Systems for the T2 Pay Stations and they will be utilized for the procurement and installation of the modems.

The total cost to procure the modems is \$9,250.00 (\$250.00/modem X 37 modems). This cost will be paid through the Municipal Parking Fund Budget.

Staff recommends a motion to approve the procurement of the modem upgrade for the thirty-seven (37) Parking Pay Stations that are in use in the Town of Surfside.

Prepared by: Captain John Bambis

Reviewed by: Chief Julio Yero

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA APPROVING A SECOND
ADDENDUM TO THE AGREEMENT WITH HARRINGTON
RESOURCES, INC. D/B/A PARKER SYSTEMS DATED
NOVEMBER 9, 2016 FOR MODEM UPGRADES ON THE
TOWN'S PAY STATIONS; PROVIDING FOR
AUTHORIZATION; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, on November 9, 2016, the Town of Surfside ("Town") Commission adopted Resolution No. 16-2401 authorizing an agreement with Harrington Resources, Inc. d/b/a Parker Systems ("Harrington") to upgrade/replace all parking pay stations within the Town with T2 Systems model Luke II Pay Stations (the "Agreement"); and

WHEREAS, on February 18, 2017, the Town and Harrington entered into an addendum to the Agreement to provide an additional eight Luke II Pay Stations to the Town ("Addendum No. 1"), which was approved by Resolution No. 17-2423; and

WHEREAS, the Pay Stations have increased operating efficiency and the Town's Police Department Parking Enforcement Division has determined that it is in the best interest of the Town to upgrade thirty seven (37) modems on the pay stations from 3G technology to 4G technology; and

WHEREAS, the Town Commission wishes to approve a Second Addendum to Agreement in substantially the form attached hereto as Exhibit "A" (the "Second Addendum") in order to upgrade thirty seven (37) modems on the pay stations from 3G technology to 4G technology; and

WHEREAS, the Town Commission finds that approval of the Second Addendum is in the best interest and welfare of the Town.

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

Section 1. **Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. **Approval.** That the Town Commission approves the Second Addendum in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Town Manager is hereby authorized to execute the Second Addendum in substantially the form attached hereto as Exhibit "A," subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Town Manager and/or his designee is authorized to take any and all action reasonably necessary to implement the purposes of this Resolution and the Second Addendum.

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

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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

**SECOND ADDENDUM TO AGREEMENT DATED NOVEMBER 9, 2016
BETWEEN
THE TOWN OF SURFSIDE
AND
HARRINGTON RESOURCES, INC. D/B/A PARKER SYSTEMS**

THIS SECOND ADDENDUM (“Second Addendum”) is made as of the _ day of _____, 2019, by and between the TOWN OF SURFSIDE, a Florida municipal corporation, (the “Town”) and HARRINGTON RESOURCES, INC. D/B/A PARKER SYSTEMS, a Florida Corporation (“Harrington”). Collectively, the Town and Harrington are referred to as the “Parties.”

RECITALS:

WHEREAS, the Town and Harrington entered into an agreement dated November 9, 2016 to upgrade/replace parking pay stations within the Town with T2 Systems model Luke II Pay Stations (the “Agreement”), which was approved by Resolution No. 16-2401; and

WHEREAS, on February 18, 2017, the Town and Harrington entered into an addendum to the Agreement to provide an additional eight Luke II Pay Stations to the Town (“First Addendum”), which was approved by Resolution No. 17-2423; and

WHEREAS, the Town and Harrington wish to further amend the Agreement, as amended, in order to upgrade 37 modems in the Town’s parking pay stations from 3G technology to 4G technology, consistent with Quote No. 2017-2298 dated April 16, 2019 attached hereto as Exhibit “A”; and

WHEREAS, the Town and Harrington desire to add to and amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Harrington, desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as amended, as follows:

1. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Second Addendum.
2. **No Further Modifications.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement, as amended, are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
3. **Addendum Controls.** In the event of any conflict between this Second Addendum and the Agreement, as previously amended, the terms of this Second Addendum shall prevail and govern.
4. **Defined Terms.** All initial capitalized terms used in this Second Addendum shall have the same meaning as set forth in the Agreement, as amended, unless otherwise provided.

5. **Counterparts.** This Second Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Second Addendum will constitute an original document and all executed counterparts, together, will constitute the same Second Addendum.
6. **Section 1 of Agreement.** Section 1, “Contract Terms” of the Agreement is amended to provide for the additional services needed to upgrade 37 modems in the Town’s parking pay stations from 3G technology to 4G technology, consistent with Quote No. 2017-2298 dated April 16, 2019 attached hereto as Exhibit “A.”
7. **Addition of Section 13 to Agreement.** The Agreement is amended by adding a new section 13 as follows:

Section 13. Insurance.

- 13.1 Harrington shall secure and maintain throughout the duration of this agreement 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 Harrington’s insurance and shall not contribute to the Harrington’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.
 - 13.1.1 **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 Harrington. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - 13.1.2 **Workers Compensation and Employer’s Liability insurance**, 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 Harrington shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker’s Compensation insurance.
 - 13.1.3 **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.
- 13.2 **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 Harrington 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.

- 13.3 **Additional Insured.** Except with respect to Professional Liability Insurance (if required) 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 Harrington in performance of this Agreement. The Harrington'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 Harrington's insurance. The Harrington'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.
- 13.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Harrington shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 13.5 The provisions of this section shall survive termination of this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Addendum to be executed the day and year as first stated above.

TOWN OF SURFSIDE

HARRINGTON RESOURCES INC.
D/B/A PARKER SYSTEMS

By: _____
Guillermo Olmedillo
Town Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Sandra Novoa, MMC
Town Clerk

Entity: Harrington Resources Inc.
d/b/a Parker Systems

Approved as to form and legal sufficiency:

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

**Quote No. 2017-2298 from Harrington Resources, Inc. d/b/a Parker Systems
dated 4-16-19 for \$9,250.00**

PARKER SYSTEMS
1115 Bridgeway Blvd.
Orlando, FL 32828 US
(407) 432-0869
lynda@parkersystemsplace.com

2017-2298

ADDRESS

Town of Surfside
Town of Surfside
9293 Harding Avenue,
Surfside, FL 33154

DATE
04/16/2019

TOTAL
\$9,250.00

ACTIVITY	QTY	RATE	AMOUNT
880.4104 Modern Kit - Int LTE CAT 1 Verizon - L2 V5, SN: 5201- 16462468-96, 5201- 1708-0249-56. Purchased prior to 2017	29	250.00	7,250.00
880.4104 Modern Kit - Int LTE CAT 1 Verizon - L2 V5	8	250.00	2,000.00
NOTE If Verizon moves to 5G within 6 months - a year of this purchase, T2 will provide 5G modems at no cost to Surfside. Customer not using Digital Connect - SIM Cards removed from quote. Customer will source and have provisioned their own SIM Cards and Plan.	0	0.00	0.00
		0.00	0.00

TOTAL

\$9,250.00

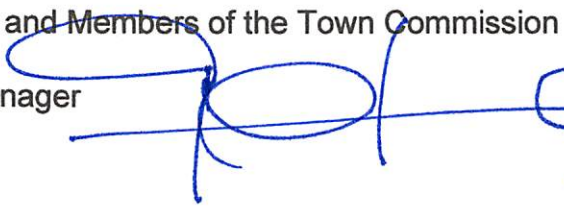
OK
10/10/19
Page 370
ACCEPTED BY:



MEMORANDUM

ITEM NO. 3M

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: November 12, 2019
Subject: Purchase of Ford Truck



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 \$33,583, which is to be appropriated from the Fleet Mgt. Fund. 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 \$33,600.

Reviewed by: MR/RP

Prepared by: MR/RP

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) is in need of a new administrative vehicle to facilitate the provision of day-to-day operations of the Building Department; and

WHEREAS, the Town Commission desires to authorize the purchase of one 2020 Ford F-150 (the “Vehicle”); and

WHEREAS, the Town Commission finds that the type of purchase contemplated by the Town for the Vehicle has already been competitively bid by the Florida Association of Sheriffs (“Sheriffs’ Bid”); and

WHEREAS, the Sheriffs’ Bid resulted in Florida Association of Sheriffs’ Contract Number FSA19-VEL17 (“Sheriffs’ Contract”) which allows local governments statewide to utilize the contract for their own benefit; and

WHEREAS, in accord with Section 3-12 of the Town’s Code of Ordinances (“Code”), the Town Manager has recommended that it is in the Town’s best interest to utilize the Sheriffs’ Contract and waive competitive bidding procedures to purchase the Vehicle; and

WHEREAS, pursuant to Section 3-12 of the Town Code, the Town Commission seeks to authorize the Town Manager to purchase the Vehicle from Duval Ford, LLC consistent with the terms and conditions of the Sheriffs’ Contract and the quote attached hereto as Exhibit “A” in an amount not to exceed \$33,600 (“Vehicle Purchase”); 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. **Approval of Purchase.** That the Town Commission hereby approves the Vehicle Purchase.

Section 3. **Waiver of Competitive Bidding.** That the Town Commission hereby waives the Town's competitive bidding procedures for the purchase of the Vehicle from Duval Ford, LLC by utilizing the Sheriff's Contract pursuant to Section 3-12 of the Town Code.

Section 4. **Authorization for Vehicle Purchase.** That the Town Commission hereby authorizes the Town Manager to make the Vehicle Purchase consistent with the terms and conditions of the Sheriffs' Contract and the quote attached hereto as Exhibit "A" in an amount not to exceed \$33,600.

Section 5. **Implementation.** That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required documentation for the purchase described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: _____
Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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

TOWN OF SURFSIDE

Prepared for:

TOWN OF SURFSIDE
ROSS PRIETO
 305-861-4863 X231
rprieto@townofsurfsidefl.gov

Contract Holder **DATE: 10/3/19**

Duval Fleet Sales
Laura Torbett
(Work) 904-388-2144
(Fax) 904-387-6816
(Cell) 904-568-6027
Laura.Torbett@duvalfleet.com
5203 Waterside Dr Jax, FL 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

*We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA19-VEL27 Heavy Equipment and Trucks FSA19-VEH 17. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.*

Labor	Code	Equipment	Price
0	SPEC 248	2020 FORD F-150 1/2 TON CREW CAB SPECIAL SERVICE PICKUP TRUCK 4X4 W1E	\$ 28,858.00
0	100S	XL TRIM PACKAGE	\$ -
0	995.44G	5.0L V8 ENGINE	\$ -
0	145	WHEEL BASE WITH 5.5' BED	\$ -
0	XL3	3.31 ELECTRIC LOCKING AXLE	\$ -
0	66S	SSV- SPECIAL SERVICE VEHICLE (INCL BUCKET SEATS, 240-AMP ALTERNATOR, UPGRADED ENGINE, NO CONSOLE)	\$ -
0	85A	POWER EQUIPMENT GROUP	\$ -
0			\$ -
0	UM	EXTERIOR: AGATE BLACK	\$ -
0	SG	INTERIOR: FRONT GRAY CLOTH 40/NO CONSOLE/40 & REAR VINYL	\$ -
0	168	CARPET IN LIEU OF VINYL FLOORING	\$ 144.00
0			\$ -
0	534	HD TRAILER TOWING PACKAGE WITH 4 WAY & 7 WAY PLUG, INCLUDES 2" BALL	\$ 794.00
0	96W	SPRAY IN BEDLINER	\$ 594.00
0	CP 575	5 YEAR 75,000 MILE PREMIUM CARE WARRANTY WITH \$0 DED	\$ 2,745.00
0	BK0534FDT	SETINA PB300 FOR F-150	\$ 448.00
0			\$ -
0			\$ -
0			\$ -
0	LABOR	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$100 \$ -
0	VENDOR		
0	COMMENTS		
UNIT COST			\$ 33,583.00
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 33,583.00

Bid Award**Term:** October 1, 2019 - September 30, 2020**Contract:** FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles**Group:** Special Service Vehicles**Item:** 248, Ford, F-150 Special Service Vehicle, W1E/66S**Description:** Manufacturer standard equipment and specifications plus FSA required additional 2 remote key FOBS. If the following items are not standard manufacturer equipment, then must include keyless entry, heavy duty cloth front bucket seats and vinyl rear seats.

Zone	Rank	Vendor	Price
Western	Primary	Duval Ford LLC	\$28,657.00
	Alternate	BOZARD FORD	\$28,989.00
Northern	Primary	Duval Ford LLC	\$28,657.00
	Alternate	BOZARD FORD	\$29,029.00
Central	Primary	Duval Ford LLC	\$28,667.00
	Alternate	BOZARD FORD	\$29,029.00
Southern	Primary	Duval Ford LLC	\$28,858.00
	Alternate	BOZARD FORD	\$29,311.00

Options appear in alphabetical order by awarded vendor.

Options: BOZARD FORD

Order Code	Description	Price
BASE	Ford Base Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$2,430.00
EXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$2,845.00
PREM	Ford Premium Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$3,570.00
153	Front License Plate Bracket (where available)	\$0.00
TEMP	Temporary Tag	\$16.00
942	Daytime Running Lamps	\$44.00
55B	BoxLink	\$79.00
41H	Engine Block Heater	\$89.00
924	Rear Privacy Glass – XL	\$99.00
TRANSFER	Transfer existing registration (must provide tag number)	\$100.00
85H	Back Up Alarm System	\$124.00
595	Fog Lamps – XL	\$139.00
168	Carpeting & Floor Mats	\$144.00
47R	All-Weather Rubber Floor mats	\$159.00
17C	Front/Rear Chrome Bumper	\$174.00
NST	New State Tag (must specify state, county, city, sheriff etc)	\$185.00
57Q	Rear Window Defroster – XL/XLT	\$219.00
60M	SYNC Connect 60M	\$224.00
50S	Cruise Control	\$224.00
18B	Running Boards, Black Platform	\$249.00
76R	Reverse Sensing System	\$274.00
62R	Manual Regen Initiation w/ Active Regen Inhibitor	\$279.00
98G	CNG/Propane Gaseous Engine Prep Pack	\$314.00
96P	Bedliner – Plastic, Drop-In	\$349.00
52P	SYNC – Fleet Only	\$419.00
655	Extended Range Fuel Tank	\$444.00
96T	Tonneau Pickup Box Cover - Soft Folding	\$524.00
90B	Aluminum Crossbed Toolbox by Weather Guard	\$574.00
96W	Bedliner – Spray-In	\$594.00

Order Code	Description	Price
18C	Running Boards, Chrome Tubular	\$634.00
94S	LED Warning Strobes by Sound off Signal – Amber	\$674.00
94R	LED Warning Strobes by Sound Off Signal – Red/Blue	\$724.00
94W	LED Warning Strobes by Sound Off Signal – Amber/White	\$724.00
188	Running Boards, Chrome Angular	\$779.00
OSF	Out of Stock Fee. To cover stocking and floor plan expenses for vehicles purchased out of existing dealer inventory.	\$799.00
18P	Running Boards, Power Deployable	\$994.00
96X	Tonneau Pickup Box Cover - Hardt Folding	\$994.00
LWB	157" Wheelbase 6.5 ft Box - Includes 2.7L V6 EcoBoost	\$1,699.00
101A	Manufacturers Upgrade Package 101A XL	\$1,729.00
300A	Manufacturers Upgrade Package 300A XLT	\$4,735.00
994	3.5L EcoBoost V6 Engine	\$2,594.00
TOWPKG	Trailer Towing Package (Includes 53A) Class IV trailer hitch receiver 4-pin, 7-pin harness, upgraded front stabilizer bar, receiver bar, 2" ball, pin, clip. (For Pintle/Ball Combo Add \$199)	\$1,399.00
LINER	Dealer Installed spray liner (TOFF Liner or Equivalent)	\$494.00
67T	Trailer Brake Controller	\$274.00
CNG	CNG Conversion (discuss with dealer)	\$13,996.00
LH-6	1h Pillar Mounted 6" Spotlights with clear halogen bulb - dealer installed	\$696.00
VV	Stick-on-style vent visors	\$175.00
BS	Bus shield	\$299.00
WGG	Wrap around grill guard	\$1,999.00
ATB	Aluminum Tool Box - Call to discuss with dealer	\$799.00
FGTC	Fiberglass tonneau cover (painted to match)	\$1,996.00
FCHT	Fiberglass cab high topper with front side and rear windows (painted to match)	\$2,499.00
RETRAX	Retractable Bed cover	\$2,499.00
PIPER	Pipe rack for pick up bed	\$1,899.00
SLR	Single Ladder Rack for pick up bed	\$1,296.00
4CST	Four Corner LED Strobes. Mounted inconspicuously outside of headlight and tail light lenses. Wired to switch	\$799.00
BACKRACK	Backrack Rear Cab Protector. Optional lighting brackets available. Contact dealer.	\$799.00
TINT	Dealer Installed window tint. Add \$100 for strip on windshield.	\$399.00
LAPTOP	Premium Passenger Side Mount Laptop Stand. Add \$299 for Universal Laptop Tray	\$699.00
3K	Additional key with remote	\$399.00
3KPS	Additional key with remote for push button start	\$499.00
4CST	Four Corner LED Strobes. Mounted inconspicuously outside of headlight and tail light lenses. Wired to switch	\$799.00

Options: Duval Ford LLC

Order Code	Description	Price
101	CREDIT: Pursuant to FSA BoilerPlate sections 2.12, 2.13 regarding factory free-flow options, this vehicle specification includes a line-item MSRP option-discount in the amount listed here for any OEM configurable option available for the corresponding base-vehicle awarded. Client may visit fordvehicles.com to configure desired vehicle and dealer will produce corresponding FSA contract quote displaying line item discounts, supported by OEM price tables. This discount will be reflected in the aggregate net total for each optional item requested. Manufacturer's order-guide and price lists uploaded to the vendorlink bid site, published at fleet.ford.com , or available from Duval Ford.	\$1.00
994	Engine: 3.5L V6 EcoBoost -inc: auto start-stop technology, GVWR: 7,000 lbs Payload Package, 3.31 Axle Ratio	\$2,594.00
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport	\$0.00
100A	Equipment Group 100A Base	\$0.00

Order Code	Description	Price
101A	Equipment Group 101A Mid -inc: XL Power Equipment Group, Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm, 4.2" Productivity Screen in Instrument Cluster, compass, FordPass Connect 4G Wi-Fi Modem, 4G LTE Wi-Fi hotspot connects up to 10 devices, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status, Note: Ford Telematics and Data Services Prep included for Fleet Only: FordPass Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673, a complimentary trial subscription of 3 months or 3 gigabytes whichever comes first, wireless service plan required after trial subscription ends, Visit att.com/ford to start complimentary trial and sign up for a wireless service plan, SYNC, enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port, Cruise Control .	\$2,479.00
XL3	Electronic Locking w/3.31 Axle Ratio	\$419.00
XL6	Electronic Locking w/3.73 Axle Ratio	\$569.00
XL9	Electronic Locking w/3.55 Axle Ratio	\$469.00
T7C	Tires: LT245/70R17E BSW A/T	\$294.00
AT	Yellow	\$659.00
B1	School Bus Yellow	\$659.00
D1	Stone Gray Metallic	\$0.00
E2	Magma Red Metallic	\$0.00
E4	Vermillion Red	\$659.00
E7	Velocity Blue Metallic	\$0.00
GR	Green	\$659.00
J7	Magnetic Metallic	\$0.00
JS	Iconic Silver Metallic	\$0.00
JX	Lead Foot	\$0.00
MB	Orange	\$659.00
ME	Abyss Gray Metallic	\$0.00
N1	Blue Jeans Metallic	\$0.00
PQ	Race Red	\$0.00
UM	Agate Black Metallic	\$0.00
YZ	Oxford White	\$0.00
SG	Dark Earth Gray, Cloth 40/Blank/40 Front-Seats -Inc: Center-section deleted, restraint control module cover and vinyl rear bench seat	\$0.00
534	Trailer Towing Package HDWR:: Upgrades Factory Configuration. Includes 53B Class IV Trailer Hitch Receiver, 53A Towing Group, smart trailer tow connector and 4-pin/7-pin wiring harness, Trailer Hardware package (Bar,2" Ball , pin and clip.) Optional Six way custom trailer plug if desired: specify location bed or bumper. May substitute 2 5-16".	\$794.00
DOTowp	Plintle Ball Combination with 2 inch ball	\$365.00
53A	Trailer Tow Package -Inc: Towing capability up to TBD, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar	\$594.00
53A	Trailer Tow Package w/101A -Inc: Towing capability up to TBD, tailgate LED, Pro Trailer Backup Assist, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar	\$994.00
53C	Max Trailer Tow Package -Inc: max towing capability up to TBD and upgraded rear bumper, Auxiliary Transmission Oil Cooler, Integrated Trailer Brake Controller, Electronic Locking w/3.55 Axle Ratio, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Extended Range 36 Gallon Fuel Tank, Engine Oil Cooler, Upgraded Front Stabilizer Bar	\$1,294.00
53C	Max Trailer Tow Package w/101A -Inc: max towing capability up to TBD and upgraded rear bumper, Pro Trailer Backup Assist, Auxiliary Transmission Oil Cooler, Integrated Trailer Brake Controller, Electronic Locking w/3.55 Axle Ratio, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Extended Range 36 Gallon Fuel Tank, Engine Oil Cooler, Upgraded Front Stabilizer Bar	\$1,294.00
55A	FX4 Off-Road Package -Inc: 4x4 FX4 Off-Road Bodyside Decal, Hill Descent Control, Off-Road Tuned Front Shock Absorbers, Skid Plates, fuel tank, transfer case and front differential	\$904.00
D85A	XL Power Equipment Group -Inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	\$1,169.00
86A	XL Chrome Appearance Package -Inc: Wheels: 17" Silver Painted Aluminum, Fog Lamps (Fleet), Front & Rear Chrome Bumpers, body-color front fascia .	\$774.00
413	Skid Plates -Inc: fuel tank, transfer case and front differential	\$159.00
41H	Engine Block Heater	\$89.00
53B	Class IV Trailer Hitch Receiver -Inc: towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness	\$149.00

Order Code	Description	Price
655	Extended Range 36 Gallon Fuel Tank	\$444.00
67T	Integrated Trailer Brake Controller	\$274.00
98G	CNG/Propane Gaseous Engine Prep Package -inc: hardened engine intake valves and valve seats and bi-fuel manifold, This package does not include CNG/Propane fuel tanks, lines, etc; Vehicle will be equipped w/the standard factory gasoline fuel system, Additional equipment combined w/certified calibration refresh is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle, See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide , Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/this option when converted to use CNG or Propane fuel, Ford does not represent that a vehicle converted to use CNG or Propane will comply w/all applicable U.S. or Canadian safety standards, It is the responsibility of the final stage manufacturer (bodybuilder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S. safety standards. 995 ENGINE ONLY	\$314.00
CNG	Ford F150 21.2 GGE 5.0L Bi-Fuel, add \$895 for 5.5' Box	\$14,116.00
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
17C	Front & Rear Chrome Bumpers -inc: body-color front fascia	\$174.00
18B	Black Platform Running Boards	\$249.00
55B	BoxLink -inc: 4 premium locking cleats	\$79.00
57Q	Rear Window Defroster. REQ 924	\$219.00
595	Fog Lamps	\$139.00
63S	Box Side Steps	\$324.00
63T	Tailgate Step w/Tailgate Lift Assist	\$374.00
87B	Ford Commercial Graphics (6 Square Feet) -inc: up to 6 square feet	\$249.00
87C	Ford Commercial Graphics (10 Square Feet) -inc: up to 10 square feet	\$299.00
87D	Ford Commercial Graphics (18 Square Feet) -inc: up to 18 square feet	\$399.00
87E	Ford Commercial Graphics (25 Square Feet) -inc: up to 25 square feet	\$524.00
87F	Ford Commercial Graphics (40 Square Feet) -inc: up to 40 square feet	\$674.00
87G	Ford Commercial Graphics (55 Square Feet) -inc: up to 55 square feet	\$824.00
87H	Ford Commercial Graphics (70 Square Feet) -inc: up to 70 square feet	\$974.00
90D	Bed Divider -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	\$294.00
90R	Stowable Loading Ramps	\$594.00
924	Rear Window Fixed Privacy Glass	\$99.00
942	Daytime Running Lamps -inc: Non-controllable	\$44.00
94R	Red/Blue LED Warning Strobes -inc: By Sound Off Signal, Ford accessory, center high-mounted stop light bar and 2 hood mounted lights	\$724.00
94S	Amber LED Warning Strobes -inc: By Sound Off Signal, Ford accessory, center high-mounted stop light bar and 2 hood mounted lights	\$674.00
94W	Amber/White LED Warning Strobes -inc: By Sound Off Signal, Ford accessory, rear work light feature, center high-mounted stop light bar and 2 hood mounted lights, Note: rear white lights can be turned solid to provide additional work area lighting	\$724.00
96P	Plastic Drop-In Bedliner	\$349.00
96W	Tough Bed Spray-In Bedliner	\$594.00
52P	SYNC -inc: enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port. REQ 50S, 60M	\$419.00
582	SiriusXM Radio -inc: a 6-month prepaid subscription, Service is not available in Alaska and Hawaii, Subscriptions to all SiriusXM services are sold by SiriusXM after trial period, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-888-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc	\$194.00
168	Color-Coordinated Carpet w/Carpet Floor Mats (FLT)	\$144.00
168	Color-Coordinated Carpet w/Carpeted Floor Mats	\$144.00
47R	Tray Style Floor Liner. REQ 168	\$159.00
50S	Cruise Control	\$224.00
60M	FordPass Connect 4G Wi-Fi Modem -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status, Note: Ford Telematics and Data Services Prep included for Fleet Only: FordPass Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673, a complimentary trial subscription of 3 months or 3 gigabytes whichever comes first, wireless service plan required after trial subscription ends, Visit att.com/ford to start complimentary trial and sign up for a wireless service plan	\$224.00
78R	Reverse Sensing System	\$274.00
85H	Backup Alarm System	\$124.00

Order Code	Description	Price
90B	Aluminum Crossbed Toolbox by Weather Guard -inc: Defender series	\$574.00
90L	Manual Driver Lumbar	\$39.00
90P	Premium Aluminum Crossbed Storage Toolbox -inc: By Weather Guard, (Model # 127-0-02)	\$789.00
91A	Smoker's Pack w/Ash Coin Cup (Dealer Installed) -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	\$94.00
91P	8-Way Power Driver's Seat w/Power Lumbar	\$349.00
96T	Soft Folding Tonneau Box Cover (Dealer Installed) -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	\$524.00
96X	Hard Folding Tonneau Box Cover (Dealer Installed) -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	\$994.00
31L	Ship-Thru: UPFITTER, Crown North America	\$624.00
7170-0579-00	Console: : Gamber Johnson - Universal Sloped Console: Box with Cup Holder	\$440.00
C-3010	Console: Havis 30" Enclosed 10" high Console: (track mount required)	\$576.00
C-1810	Console: Havis - 18" Enclosed 10" high Console: (track mount required)	\$424.00
425-6012	Console: Jotto - 15 Inch Police Equipment Console: - Large	\$232.00
425-6232	Console: Jotto - 18 Inch Police Equipment Console: - Lazy "L"	\$352.00
7110-0350	Console: Track Mount - Gamber Johnson - Universal MCS Console: Leg Kit	\$64.00
7160-0085	Console: Track Mount - Gamber Johnson - MCS Top Plate (Long)	\$104.00
C-TMW-F150-03	Console: Track Mount - Havis - Tunnel Mount Assembly	\$144.00
425-6501	Console: Track Mount - Jotto - Floor Plate Kit	\$208.00
7160-0524	Console: Armrest - Gamber Johnson - MCS External Break-Away Armrest	\$280.00
7160-0375	Console: Armrest - Gamber Johnson - MCS Extended Panel Armrest	\$120.00
C-ARM-101	Console: Armrest - Havis - Top Mount Arm Rest	\$96.00
C-ARM-102	Console: Armrest - Havis - Side Mount Armrest	\$80.00
425-6260	Console: Armrest - Jotto - Armrest - Upper Structure	\$80.00
425-6358	Console: Armrest - Jotto - 3" Armrest - Faceplate Mount	\$48.00
3130-0361 / 7160-0063	Console: 3 Outlet - Gamber Johnson - DC Outlet Face Plate / 3 Outlet	\$104.00
C-LP-3	Console: 3 Outlet - Havis - 3 Outlet power supply	\$56.00
425-2968	Console: 3 Outlet - Jotto - 12V Power Outlets In 2" Faceplate	\$56.00
7160-0846	Console: Cupholder - Gamber Johnson - 2 Cupholder	\$64.00
C-CUP2-I	Console: Cupholder - Havis - 2 Cupholder	\$48.00
425-3704	Console: Cupholder - Jotto - 2 Cupholder	\$56.00
7170-0236	Laptop Stand - Gamber Johnson - Pedestal System Kit	\$736.00
PKG-PSM-185	Laptop Stand - Havis - Standard Passenger Side Mount Package	\$376.00
PKG-PSM-385	Laptop Stand - Havis - Premium Passenger Side Mount Package	\$736.00
425-5104/4138	Laptop Stand - Jotto - HD A-MOD Laptop Mount, Tray Included	\$824.00
RAM-VB-195-SW1	Laptop Stand - RAM - Complete Laptop Package, Tray Included	\$280.00
7160-0250	Laptop Cradle - Gamber Johnson - Universal Laptop tray	\$360.00
UT-1001	Laptop Cradle - Havis - Universal Laptop tray	\$328.00
475-1104	Prisoner Cage - Jotto - Space Creator Vehicle Partition, RP,LEP	\$1,160.00
PRPSP8114FT16A	Prisoner Cage - Pro-gard - Poly Center Slider Window with Expanded Metal Insert - F150 ONLY	\$1,056.00
PK0601FDT15F150	Prisoner Cage - Setina - #10VS-C Sliding Window,Exp Metal, LEP	\$840.00
PK0602FDT15F150	Prisoner Cage - Setina - #10VS-C Sliding Window,Exp Metal, LEP,RP	\$992.00
P1000FT16A	Single Prisoner Cage - Pro-gard - Single Compartment, Pro-cell, ¼ Partition (OEM Rear Seat Only) - F150	\$1,784.00
1K0574FDT15F150PDR	Single Prisoner Cage - Setina - #6VS Single Prisoner Transport Coated Polycarbonate with Driver's Side Rear Seat	\$1,216.00
WB81NPFT16	Window Bars - Pro-gard - WINDOW ARMOR - F150 ONLY	\$280.00
WK0514FDT15F150H	Window Bars - Setina - WINDOW ARMOR - HORIZONTAL - F150 ONLY	\$304.00
DP81FT16	Door Panels - Pro-gard - Door panels - F150 only	\$168.00
DK0598FDT	Door Panels - Setina - Door panels - F150 only	\$208.00

Order Code	Description	Price
PB81FT16HD	Push Bumper - Pro-gard - Push Bumper - F150 Only	\$480.00
BK0534FDT	Push Bumper - Setina - Push Bumper - F150 Only	\$448.00
GVPM8116S-H	Gun Lock - Pro-gard - Vertical Partition Mount Single Weapon Tri-Lock Gunrack w/HK	\$480.00
GVPM8116D-H	Gun Lock - Pro-gard - Vertical Partition Mount Dual Weapon Tri-Lock Gunrack w/HK	\$600.00
GK10271UHKSSCAXL	Gun Lock - Setina - Single T-Rail Mount Universal XL , Handcuff Key Override	\$376.00
GK10342UHKSSCAXL	Gun Lock - Setina - Dual T-Rail Mount 2 Universal XL , Handcuff Key Override	\$528.00
CC-MC-14	TROY PRODUCTS 14"console with 14" of faceplate area. Includes floorplate and faceplates. Other consoles & accessories at 46% off master price list.	\$403.00
AC-F150-15-MNT	TROY PRODUCTS Console floorplate.	\$1.00
AC-INBHG	TROY PRODUCTS 4" dual cup internal beverage holder.	\$47.00
FP-SGTRAY	TROY PRODUCTS 4" shallow console tray.	\$36.00
FP-USB-2DC	TROY PRODUCTS 2" faceplate with two (2) DC outlets and one (1) dual-port USB outlet.	\$61.00
AC-TB-ARM-MNT	TROY PRODUCTS Height adjustable swivel arm rest with 5"x8" foam pad, bolts to rear of console.	\$158.00
CC-WBOS-16	TROY PRODUCTS 16" wide-body console with open storage on side of console. Includes floorplate and faceplates. Other consoles & accessories at 46% off master price list.	\$583.00
AC-F150-15-MNT	TROY PRODUCTS Console floorplate.	\$1.00
AC-INBHG	TROY PRODUCTS 4" dual cup internal beverage holder.	\$47.00
FP-SGTRAY	TROY PRODUCTS 4" shallow console tray.	\$36.00
FP-USB-2DC	TROY PRODUCTS 2" faceplate with two (2) DC outlets and one (1) dual-port USB outlet.	\$61.00
AC-FHDFB	TROY PRODUCTS Lidded file box with pad, bolts to rear of wide-body console.	\$315.00
CM-SDMT-SA-LED	TROY PRODUCTS computer mount with easy one-handed operation and swing-arm to accommodate customer supplied docking station. Bolts to TROY console. Other computer mounts at 46% off master price list.	\$315.00
GM-SGRF-MNT	TROY PRODUCTS theft-deterrent dual weapon gun mount. Includes butt plates and lock brackets. Other gun mounts & locks available at 30% off master price list.	\$259.00
GL-SC-8	TROY PRODUCTS Large handcuff style gun lock. Includes #2 key and push button.	\$185.00
LWB	LONG WHEEL BASE, includes larger pick up box. 8' on Regular and Super; Crew 6.75'. Includes engine upgrade (See Engines for Pricing)	\$549.00
TB LP	LOW PROFILE HD KING SIZE ALUMINUM CROSS BODY TOOLBOX	\$550.00
TB GW	CAMLOCKING LOW PROFILE HD KING SIZE ALUMINUM CROSS BODY TOOLBOX WITH GULL WING LIDS	\$585.00
TB SIDE 48	HD ALUM SIDE MOUNTED TOOLBOX 48" LONG, PRICE PER SIDE	\$395.00
TB SIDE 72	HD ALUM SIDE MOUNTED TOOLBOX 72" LONG, PRICE PER SIDE	\$564.00
TB TFUEL	Tool and fuel: UTS TT101 100 Gal capacity with meter, electric pump and 30' hose . Diesel Fuel only.	\$2,480.00
SLIDE 1000	1000 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	\$1,295.00
SLIDE 1200	1200 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	\$1,695.00
SLIDE 1500	1500 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	\$2,195.00
COVER FOLD	TRI FOLD BED COVER	\$849.00
COVER SFT	SOFT FOLDING BED COVER	\$495.00
DRING	D RINGS IN CARGO AREA	\$449.00
CHOLD	CONE HOLDER	\$198.00
HD CHOLD	HEAVY DUTY FOLD DOWN CONE HOLDER	\$382.00
COOLER MNT	IGLOO COOLER MOUNT	\$225.00
COOLER	IGLOO COOLER	\$110.00
ETRACK	E TRACK IN CARGO AREA	\$345.00
TOOL	3 TOOL SHOVEL RACK	\$325.00
SAFET	Safety Kit Incl; First Aid Kit, Triangle Kit & Fire Extinguisher	\$276.00
TGA	1300# TOMMY GATE G2 60 1342 TP27 STEEL PLATFORM, (Add \$225 with 53a, 53b, 53c or use 534)	\$3,355.00
TGC	1300# TOMMY GATE G2 60 X 27 ALUMINUM (Add \$225 with 53a, 53b, 53c or use 534)	\$4,030.00
HSPOT	HALOGEN PILLAR MOUNTED SPOT LIGHT	\$595.00
LEDSPOT	LED SPOT LIGHT PILLAR MOUNTED	\$695.00

Order Code	Description	Price
GOLITE	LED Permanent Mount Go-Light brand spot light	\$695.00
TH500	500 Watt Inverter	\$396.00
TH750	750 Watt Inverter	\$596.00
TH1000	1000 Watt Inverter	\$842.00
TH2000	2000 Watt Inverter	\$796.00
TH3000	3000 Watt Inverter	\$966.00
TH001	Remote Control for TH1000-TH3000	\$65.00
DSI-12/1200N	Dimensions 1200 watt Pure Sine Wave	\$1,495.00
DSI-12/1500N	Dimensions 1500 watt Pure Sine Wave	\$1,596.00
DSI-12/2400N	Dimensions 2400 watt Pure Sine Wave	\$2,246.00
DSI-12/3000N	Dimensions 3000 watt Pure Sine Wave	\$2,396.00
DSI-REMOTE	Remote control for Dimensions	\$145.00
STLIGHT	Streamlight Rechargeable Stinger Flashlight	\$189.00
CAMLOC	RELOCATE CAMERA, INSTALL BRACKET WHERE INDICATED	\$255.00
BACKZONE	REVERSE PARKING AIDE SENSORS	\$445.00
TOPPER RNC	CAB HIEGHT FIBERGLASS TOPPER WITH SLIDING SIDE WINDOWS.	\$2,015.00
ROOFRACK	YAKIMA ROOF RACK WITH ADJUSTABLE ROUND BARS	\$400.00
TB SHELF	ADDS FIBERGLASS TOOLBOX WITH SHELF ON SINGLE SIDE. REQ TOPPER RNC	\$486.00
WINDOORS	GLASS SIDE WINDOORS FLIP OUT FOR EASY ACCESS, REQ TOPPER RNC	\$374.00
WINDOOR SLD	SOLID PAINTED WINDOORS FOR ADDED SECURITY. REQ. TOPPER RNC	\$450.00
COVER RNC	RANCH LEGACY SERIES FIBERGLASS PAINTED BED LID, DUAL SHOCK, BLACK POWDER COATED HARDWARE. SINGLE LOCK WITH TWO KEYS	\$1,695.00
COVER UC	6 3/4 FOOT ABS COMPOSITE PAINTED TO MATCH BED LID. UNDERCOVER LUX SINGLE POINT LOCKING SYSTEM, LOW PROFILE LOOK.	\$1,899.00
COVER RTX6	RETRAX RETRACTABLE BED COVER FOR 6 3/4 BED	\$1,550.00
COVER RL8	ROLL N LOCK RETRACTABLE BED COVER FOR 8 FT BED LG152M	\$1,899.00
COVERLITE	TWO WHITE LED STEADY BURN LIGHTS INSIDE PICKUP BED FOR CLOSED COVER VISIBILITY	\$446.00
ARE-LSII	A.R.E. LSII Series Tonneau Cover (5.5' to 8' Bed)	\$1,955.00
ARE-3DLS	A.R.E. 3DL Series Tonneau Cover (6.5' Bed)	\$2,390.00
ARE-V	A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.	\$2,025.00
ARE-DCU	A.R.E. DCU 23" Tall . Includes hatch rear door with T-lock, rear tinted window, full length tool box on each side, and front picture window.	\$2,810.00
SK-COMPAK8	SpaceKap - 8' Compak (Transferable Service Body). Includes side doors. Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for \$1,395. Add Plumber Pkg for \$1,995.	\$9,995.00
SK-WILD8	SpaceKap - 8' Wild (Transferable Service Body). Includes side doors. Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for \$2125. Add Plumber Pkg for \$2,680.	\$10,475.00
SK-DIABLO8	SpaceKap - 8' Diablo (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for \$2,460. Add Plumber Pkg for \$3,300.	\$10,790.00
TINT	DEEP WINDOW TINT FILM WITH FRONT WINDSHIELD STRIP.	\$265.00
TINT 4D	TINT ALL WINDOWS.	\$385.00
NITRO	NITROGEN FILLED TIRES IN LIEU OF STD FACTORY FILL. FUEL ECONOMY SAVER DUE TO TIRE PRESSURE CONSISTENCY, ON GROUND	\$245.00
WT LC 2P	WEATHER TECH LASER CUT TWO PIECE MAT SET	\$215.00
WT LC 4P	WEATHER TECH MATS , LASER CUT	\$289.00
RMAT	HD RUBBER FLOOR MATS	\$195.00
STEPBARS	TUBULAR STEP BARS	\$395.00
VV	VENT SHADES, MUST SPECIFY STICK ON OR FLANGE TYPE IN CHANNEL	\$175.00
WGG BASE	WRAP AROUND GRILL GAURD. WESTIN HDX	\$1,095.00
WGG STERLING	Sterling Base heavy duty winch mount / grill guard. Upgrade to Standard model for \$125, to Deluxe model for \$235, or Gator model for \$340. Add \$125 for a heavy duty Warn winch	\$1,295.00
WGG WP	WESTIN WRAP AROUND GRILL GUARD WITH WINCH PLATE	\$1,395.00
WGG LC	WRAP AROUND GRILL GUARD, LIGHTS SOLD SEPERATELY	\$79.00

Order Code	Description	Price
WINCH 8KW	8000# WARN WINCH WITH REMOTE, REQ WGG.WP TO INCLUDE WINCH PLATE	\$1,336.00
WINCH 10KW	10000# WARN WINCH WITH REMOTE, REQ. WGG.WP TO INCLUDE WINCH MOUNTING PLATE	\$1,556.00
3K PATS	EXTRA PROGRAMMED KEY WITH PATS TECHNOLOGY, FLEET KEY	\$225.00
3K RKE	EXTRA PROGRAMMED INTEGRATED KEY TRANSMITTER FOB	\$350.00
PINTLE BC	PINTLE BALL COMBO 2 5/16" WITH ADJUSTABLE SHANK	\$315.00
PINTLE FX	PINTLE BALL COMBO 2 5/16" FIXED SHANK	\$285.00
2 TONE	TWO TONE PAINT SCHEME, DOORS AND ROOF	\$1,896.00
LEVL	LEVELING KIT. RAISES FACTORY FRONT END 2"	\$765.00
CABSHIELD	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW.	\$625.00
CABSHIELD A	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW. INCLUDES SINGLE CENTER BEACON PLATE	\$650.00
CABSHIELD B	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW. INCLUDES DUAL MOUNTING FEET FOR LIGHTBAR MOUNTING.	\$675.00
BACKRACK	LIGHT DUTY LOUVERED HEADACHE RACK	\$476.00
TRACRAC	TRAC ONE UNIVERSAL TRUCK RACK FOR OVERHEAD CARGO. F150 ONLY, FSD TBD	\$776.00
SLR	SINGLE SIDE LADDER RACK FOR PICK UP VERSION	\$995.00
PIPE RACK	METAL UTILITY RACK WITH MESH BASKET OVER CAB	\$2,015.00
MATRACK	MATERIAL RACK OVER CAB. DOES NOT HAVE MESH BASKET	\$1,885.00
K9	K9 - American Aluminum - EZ Rider K9 Platform System	\$2,513.00
K9 CAGE	K9 American Aluminum EZ Rider K9 Platform System with Single Drawer	\$3,900.00
K9 MAT	K9 RUBBER MAT FOR K9	\$200.00
K9 WD	K9 CONTAINER PERMANENT WATER DISH	\$144.00
K9 FAN	K9 12" COOLGAURD FAN	\$224.00
K9 POP	K9 - American Aluminum - EZ R.E.S.C.U.E. K9 Door Opening System	\$1,886.00
K9 TMP	K9 - American Aluminum - EZ Coolguard Temperature Monitor / Alert	\$1,546.00
K9 PGR	K9 - American Aluminum - EZ Coolguard Pager Add On Option	\$399.00
K9-F28	K9 - Havis - K9 Transport System	\$3,165.00
K9-A-203	K9 - Havis - K9 Transport Heat Alarm Unit Option	\$1,560.00
K9-A-303	K9 - Havis - K9 Transport Long Range Remote Pager Option	\$638.00
uCoat	Undercoating	\$650.00
USB Iphone	HD Charge Wire for Iphone	\$35.00
USB Android	HD Charge Wire for Android	\$35.00
OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emissions codes for specific region.	\$446.00
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$48.00
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$7.00
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$90.00
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriff's Tag. Includes (TMP)	\$125.00
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriff's Tag. Includes (TMP)	\$125.00
BASE 5/75	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,725.00
EXTRA 5/75	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,990.00
PREMIUM 5/75	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,745.00
BASE 5/100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,330.00
EXTRA 5/100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,795.00
PREMIUM 5/100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$3,520.00



MEMORANDUM

ITEM NO. 3N

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: November 12, 2019
Subject: FY 2020 Budget Amendment Resolution No. 2

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 FY 2020 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 FY 2020 actual revenues and expenditures and recommends a change to the FY 2020 annual budget as follows:

MUNICIPAL PARKING FUND (Attachment A)

The Municipal Parking Fund is being amended to appropriate funds for the pay stations modem upgrade in the amount of \$9,250.00.

FLEET MANAGEMENT FUND (Attachment A)

The Fleet Management Fund is being amended to appropriate funds for new vehicle purchases in the amount of \$15,000.00.

Reviewed by: AM/LA

Prepared by JDG

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET
AMENDMENT NO. 2 FOR THE FISCAL YEAR 2020
BUDGET; PROVIDING FOR IMPLEMENTATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

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

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the Municipal Parking and Fleet Management Funds in order to appropriate funds for pay stations modem upgrade and new vehicle purchases, respectively, to comply with Florida Statutes, and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

WHEREAS, the Town Commission desires to amend the Fiscal Year 2020 budget by amending the Municipal Parking and Fleet Management Funds 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 Fiscal Year 2020 budget amendments provided for in Attachment "A" attached hereto, in order to appropriate funds for pay stations modem upgrade and new vehicle purchases.

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

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

PASSED AND ADOPTED on this 12th day of November, 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

Attachment A

Fiscal Year 2020
 BA No. 2
 Fund Nos. 402 Municipal Parking Fund
 501 Fleet Management Fund

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
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ENTERPRISE FUNDS:						
MUNICIPAL PARKING FUND						
REVENUES						
402-545-391-10-00	Appropriated Fund Balance	Pay Stations Modem Upgrade	\$ 76,368	\$ 9,250	\$ -	\$ 85,618
TOTAL	MUNICIPAL PARKING FUND REVENUES		\$ 76,368	\$ 9,250	\$ -	\$ 85,618
EXPENDITURES						
402-9500-545-46-03	Equipment Maintenance	Pay Stations Modem Upgrade	\$ 5,000	\$ 9,250	\$ -	\$ 14,250
TOTAL	MUNICIPAL PARKING FUND EXPENSES		\$ 5,000	\$ 9,250	\$ -	\$ 14,250

INTERNAL SERVICE FUND:						
FLEET MANAGEMENT FUND						
EXPENDITURES						
501-5000-539-99-99	Fleet Replacement Reserves	New Vehicle Purchase	\$ 199,182	\$ -	\$ 15,000	\$ 184,182
501-5000-539-64-10	Machinery and Equipment	New Vehicle Purchase	\$ 338,500	\$ 15,000	\$ -	\$ 353,500
TOTAL	FLEET MANAGEMENT FUND EXPENSES		\$ 537,682	\$ 15,000	\$ 15,000	\$ 537,682



MEMORANDUM

ITEM NO. 4A1

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: November 12, 2019
Subject: Limitations on Hotel Uses in H40 (Ordinance)

The Town Commission directed staff to prepare an ordinance limiting hotels in the H40 district south of 93rd Street. At the October 10, 2019 Town Commission meeting, the Town Commission approved the Ordinance as is on first reading requesting that staff analyze the requests made in writing from interested parties between first and second reading. The Ordinance was presented to the Planning and Zoning Board on October 24, 2019 without modifications from the Town Commission meeting, except to provide non-substantive revisions and clarify that the maximum lot frontage referred to Collins and Harding Avenues.

At its meeting on October 24, 2019, the Planning and Zoning Board reviewed the Ordinance and recommended approval to the Town Commission, with two changes: (i) Removal of the 300 foot separation between hotels; and (ii) to grant an exemption to the historic district.

The Ordinance provides the following:

1. Prohibits ballrooms and banquet facilities.
2. Limits meeting or event rooms to 15 square feet per the number of hotel rooms with a capacity of no more than 100 people.
3. Exempts properties with previous approvals and those with Historic Designation per Miami-Dade County.
4. Requires continuous wall frontage to be no greater than 150 feet in length, except relating to the Historic District.
5. Prohibits parking as a standalone structure.

Staff recommends the Town Commission approve the Ordinance on second reading.

Reviewed by: GO

Prepared by: SSG

ORDINANCE NO. 19 - _____

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 ESTABLISH LIMITATIONS ON HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93RD STREET INCLUDING: A PROHIBITION ON BALLROOMS AND BANQUET FACILITIES AS HOTEL ACCESSORIES; PROVIDING DISTANCE SEPARATION STANDARDS BETWEEN HOTELS; PROVIDING LIMITATIONS ON EVENT AND/OR MEETING ROOM SPACE; PROHIBITING STRUCTURED PARKING FACILITIES, AND REQUIRING THAT PARKING STRUCTURES INCORPORATE HOTEL AND/OR ACCESSORY USES; CREATING EXEMPTIONS FOR EXISTING AND APPROVED DEVELOPMENTS, AND FOR HISTORICALLY DESIGNATED PROPERTIES; AND AMENDING SECTION 90-51 “MAXIMUM FRONTAGE OF BUILDINGS AND FAÇADE ARTICULATIONS” TO ESTABLISH CONTINUOUS WALL FRONTAGES FOR HOTELS IN THE H40 ZONING DISTRICT SOUTH OF 93 STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside (“Town Commission”) finds it periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in order to update regulations and procedures for maintain consistency with state law and to implement municipal goals and objectives; and

WHEREAS, at a joint special meeting of the Town Commission and Planning & Zoning Board held on September 19, 2019, and in order to address impacts from large-scale hotels with certain accessory uses utilized by the general public, the Town Commission directed staff to evaluate and prepare an ordinance establishing limitations on hotels within the H40 District south of 93rd Street and to address continuous wall frontages of such hotels; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendment on _____, 2019 with due public notice and input; and

WHEREAS, the Town Commission held its first public hearing on October 10, 2019 and recommended _____ of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on _____, 2019 and further finds the proposed change to the Code necessary and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA¹:

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

Section 2. Town Code Amended. Section 90-41. – “Regulated Uses” of the Surfside Town Code of Ordinances is hereby amended and shall read as follows¹:

Sec. 90-41. Regulated uses.

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

- (a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district in which they are located and are deemed to be consistent with the comprehensive plan. These uses are permitted as of right, subject to the required permits and procedures described in this section. Permitted uses require final site plan review and approval for compliance with the standards applicable to a particular permitted use as provided in this zoning code.
- (b) *Permits required.* Except as explicitly provided herein, no use designated as a permitted use in this chapter shall be established until after the person proposing such use has applied for and received all required development permits.
- (c) *Table—Regulated uses.*

	H30A	H30B	H30C	H40	H120	SD-B40
Lodging uses						
Hotel	-	-		P(7, <u>31, 32, 33, 34</u>)	P(7)	-

Suite-Hotel	-	-		P(7,31, 32, 33, 34)	P(7)	-
Retail & General Commercial Uses						
Structured parking facility	-	-	CU(23)	CU(23)	CU(23)	-
Accessory Uses						
Structured parking facility				P(35)		

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

(d) *Uses table notes.*

* * *

(31) H40 hotel properties south of 93rd Street: may provide a beauty/personal services, restaurant, coffee shop, bar or lounge, gift and sundry shops and health spas provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window or evidence of such facilities from outside the hotel. Ballrooms and banquet facilities shall be prohibited.

(32) H40 hotel properties south of 93rd Street: Hotels shall be separated from other hotels by a minimum of 300 feet measured from property line to property line.

(33) Meeting rooms in hotels on H40 properties south of 93rd Street: event and/or meeting room space shall be based on no greater than 15 square feet per the total number of rooms of the hotel and shall have a capacity of no greater than 100 people.

~~(3534)~~ H40 hotel properties south of 93rd Street: Standalone structured parking facilities shall be prohibited. Accessory uses shall be integrated into the parking facility.

~~(3435)~~ H40 hotel properties south of 93rd Street: Exemptions:

All properties designated by the Miami-Dade County Historic and Preservation Board and all properties that legally received Development Orders and development rights as of the date of adoption of this ordinance (November __, 2019) shall be are exempt from the

~~requirements and restrictions in (31) to (34) of this section. this ordinance and remain in full effect.~~

Section 3. Town Code Amended. Section 90-51. – “Maximum frontage of buildings and façade articulations” of the Surfside Town Code of Ordinances is hereby amended and shall read as follows¹:

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

90-51.1 Continuous wall frontages shall not exceed 150 feet in the H120 district. Continuous wall frontages in the H40 and H30C district shall be articulated as follows:

- (1) Continuous wall frontages in the H120 district shall not exceed 150 feet in length.
- (2) Continuous wall frontages in the H30C zoning district shall not exceed 90 feet in length subject to the following:
 - a. There shall be a minimum building separation of 12 feet between buildings on the same property.
 - b. The building facades facing each side of the separation area shall provide a minimum of ten percent wall openings per façade and a minimum two-foot area for plantings along each façade.
 - c. Buildings may have a one-story (fifteen feet in height or less) connecting floor or breezeway provided such connection is set back a minimum of:
 1. Fifteen feet from the front building line if located on the ground floor;
 2. Twenty-five feet from the front building line if located on the second floor; or
 3. Thirty-five feet from the front building line if located on the third floor.
- (3) Continuous wall frontages in the H40 zoning district shall not exceed 150 feet in length, subject to the following:
 - a. There shall be a minimum building separation of 17 feet between buildings on the same property.
 - b. The building facades facing each side of the separation area shall provide a minimum of ten percent wall openings per façade and a minimum two-foot area for plantings along each façade.
 - c. Buildings may have a one-story (15 feet in height or less) connecting floor or breezeway provided such connection is set back a minimum of:
 1. Fifteen feet from the front building line if located on the ground floor;
 2. Twenty-five feet from the front building line if located on the second floor; or
 3. Thirty-five feet from the front building line if located on the third floor.

d. This subsection (3) shall not be applicable to hotels in the H40 zoning district south of 93rd Street, which shall be governed by subsection (8) below.

- (4) In the event property is developed with more than 150 linear feet of lot frontage facing Harding Avenue and an equal or greater lot frontage facing Collins Avenue, no wall frontage facing Harding Avenue or Collins Avenue shall exceed 150 feet in length, subject to the following:
 - a. There shall be a minimum building separation of 17 feet between buildings on the same property and the building separation shall run from Harding Avenue directly through to Collins Avenue.
 - b. The building facades facing each side of the separation area shall provide a minimum of ten percent wall openings per façade and a minimum two-foot area for plantings along each façade.
 - c. Buildings may have a one-story (15 feet in height or less) connecting floor or breezeway provided such connection is set back a minimum of:
 1. Fifteen feet from the front building line if located on the ground floor;
 2. Twenty-five feet from the front building line if located on the 2nd floor; or
 3. Thirty-five feet from the front building line if located on the third floor.
- (5) In lieu of providing all building separations required in the H30C and H40 districts, a building may provide one or more building separation equivalency areas as follows:
 - a. The total sum of the provided building separation equivalency areas shall not be less than the sum of the total building separation areas that would be required if the separations required in subsections (2), (3), or (4) above, as applicable, were instituted.
 - b. Building separation equivalency areas shall be no more than 250 feet apart.
 - c. Any building separation for a property with more than 150 linear feet of lot frontage on both Harding Avenue and Collins Avenue shall run from Harding Avenue directly through to Collins Avenue.
 - d. The building facades facing each side of the separation area shall provide a minimum of ten percent wall openings per façade and a minimum four-foot area for plantings along each façade.
 - e. Buildings may have a one-story (15 feet in height or less) connecting floor or breezeway provided such connection is set back a minimum of:
 1. Fifteen feet from the front building line if located on the ground floor;
 2. Twenty-five feet from the front building line if located on the second floor; or
 3. Thirty-five feet from the front building line if located on the third floor.

- (6) Structured parking garages: see section 90-49.4.
- (7) Buildings within a district designated as a historic district per Miami-Dade County shall be excluded from these requirements.
- (8) Continuous wall frontage for hotels in the H40 zoning district south of 93rd Street shall not exceed 150 feet in length.

* * *

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 5. Inclusion in the Code. 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. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall become effective upon adoption.

PASSED and ADOPTED on first reading this 10th day of October, 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 and Bierman, P.A.
Town Attorney



MEMORANDUM

ITEM NO. 4B1

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: November 12, 2019
Subject: Synthetic turf for excess landscape areas

The Town code prohibits artificial materials for the purpose of landscaping. In 2017, the Town Commission directed staff to analyze allowing synthetic turf. Staff presented findings at the December 13, 2017 Commission meeting indicating there are many styles, manufactures and installation systems for artificial grass. The Town Commission provided direction to Staff to prepare a further analysis on the benefits and concerns of this material. Staff provided a table comparing the maintenance, cost, drainage and aesthetics of artificial grass to sod and provided literature on the subject. The Town Commission voted to not proceed with a change to the code.

Staff prepared a memorandum for the Town Commission to discuss at the July 2019 meeting to request consideration for artificial turf in excess landscape areas. The Commission directed the staff to prepare a code amendment permitting the material only in excess areas. This means that once the required percentage of landscaping is achieved per property, synthetic turf could be installed within the additional areas of the lot not required to be landscaped.

The proposed ordinance requires installation per the manufacturers specifications as well as design standards.

Staff is recommending approval to the Town Commission to allow synthetic turf only within the excess area on a lot, outside of the required landscaping.

Reviewed by

Prepared by SSG

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WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, at its regular Commission meeting on July 9, 2019, the Town Commission directed staff to evaluate and prepare an ordinance amending the Town’s Code to permit synthetic turf on all properties within the Town, subject to requirements, installation and maintenance standards and permitting; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendment on _____, 2019 with due public notice and input; and

35 **WHEREAS**, the Town Commission held its first public hearing on November 12, 2019, and
36 recommended _____ of the proposed amendments to the Code of Ordinances, having
37 complied with the notice requirements of the Florida Statutes; and

38 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
39 these regulations as required by law on _____, 2019 and further finds the proposed
40 changes to the Code are in the best interest of the Town, its residents and property owners. .

41
42 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
43 **THE TOWN OF SURFSIDE, FLORIDA¹:**
44

45 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein
46 by this reference:
47

48 **Section 2. Town Code Amended.** Section 90-85.2 “Definitions” of the Surfside Town
49 Code of Ordinances is hereby amended and shall read as follows¹:

50 **Sec. 90-85.2. - Definitions.**

51 * * *

52 *Open space:* All pervious ~~landscape planting~~ areas of the site.

53 *Pervious areas:* Any portion of the ground unobstructed by a non landscape planting surface or
54 synthetic turf which prevents or slows down the natural seepage of water into the ground.

55 *Synthetic Turf:* a dense and continuous surface of synthetic fibers mounted on a permeable
56 backing and of sufficient density and green color to replicate the appearance of healthy, natural
57 grass.

58 * * *

59 **Section 3. Town Code Amended.** Section 90-87. – “Installation of Landscaping and
60 Irrigation” of the Surfside Town Code of Ordinances is hereby amended and shall read as
61 follows¹:
62
63

Sec. 90-87. - Installation of Landscaping and Irrigation.

All landscaping and irrigation shall be installed according to accepted horticultural planting procedures with the quality of plant materials as hereinafter described, including:

* * *

(15) Synthetic turf.

- a. Synthetic turf may be permitted on all properties subject to the requirements and procedures set forth in this section.
- b. Synthetic turf shall not be counted towards the minimum required landscaped areas, buffers, foundation plantings or landscape islands.
- c. Synthetic turf shall comply with all of the following design standards and shall:
 - i. Simulate the appearance of live turf, organic turf, grass, sod or lawn, and shall have a minimum eight-year "no fade" warranty;
 - ii. Be of a type known as cut pile infill with pile fibers of a minimum height of 1.75 inches and a maximum height of 2.5 inches;
 - iii. Have a minimum face weight of 75 ounces per square yard;
 - iv. Be manufactured from polyethylene monofilament, dual yarn system, and manufactured in the United States;
 - v. Have backing that is permeable; and
 - vi. Be lead free and flame retardant.
- d. Synthetic turf shall comply with all of the following installation standards and shall:
 - i. Be installed by a Florida-licensed general contractor in a manner prescribed by the manufacturer;
 - ii. Be installed over a subgrade prepared to provide positive drainage and an evenly graded, porous crushed rock aggregate material that is a minimum of three inches in depth;
 - iii. Be anchored at all edges and seams consistent with the manufacturer's specifications;
 - iv. Not have visible seams between multiple panels;

- v. Have seams that are joined in a tight and secure manner;
- vi. Have an infill medium consisting of clean silica sand or other mixture, pursuant to the manufacturer's specifications that shall;
- vii. Be brushed into the fibers to ensure that the fibers remain in an upright position;
- viii. Provide ballast that will help hold the turf in place; and
- ix. Provide a cushioning effect.
- (e) Synthetic turf shall comply with all of the following additional standards:
- i. Areas of living plant material shall be installed and/or maintained in conjunction with the installation of synthetic turf. Living plant material shall be provided per the minimum code requirements;
- ii. Synthetic turf shall be separated from planter areas and tree wells by a concrete mow strip, bender board or other barrier with a minimum four-inch thickness to prevent the intrusion of living plant material into the synthetic turf; and
- iii. Irrigation systems proximate to the synthetic turf shall be directed so that no irrigation affects the synthetic turf.
- (f) Synthetic turf shall comply with all of the following maintenance standards and shall:
- i. Be maintained in an attractive and clean condition, and shall not contain holes, tears, stains, discoloration, seam separations, uplifted surfaces or edges, heat degradation or excessive wear; and
- ii. Be maintained in a green fadeless condition and free of weeds, debris, and impressions.
- (g) The following uses are prohibited:
- i. Synthetic turf in the public rights-of-way or swales; and
- ii. Synthetic turf shall not be used as a screening material where screening is required by the code.
- (h) All uses of synthetic turf shall require a building permit. The building permit application shall include, at a minimum, all of the following information:
- i. A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas. Minimum landscape requirements shall be required;
- ii. Details regarding existing or proposed irrigation proximate to the synthetic turf;
- iii. Brand and type of synthetic turf, including all manufacturer specifications and warranties.

- iv. A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill; and
- v. A survey of the property with a signed affidavit from the property owner that no changes have occurred since the date of the survey.

Section 4. Town Code Amended. Section 90-88. – “Maintenance of Landscaped Areas” of the Surfside Town Code of Ordinances is hereby amended and shall read as follows¹:

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) 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) 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) Preserved and created native plant communities shall be maintained in a natural state without the use of mechanical equipment.

- (5) 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) All trees shall be trimmed in accordance to Miami-Dade County tree preservation code. Any type of tree abuse/hatracking is prohibited within the Town.
- (7) 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) 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) Any plastic or similar artificial landscape materials shall be prohibited with the exception of seasonal holiday decorative displays of less than 60 days duration and synthetic turf as provided for in this Article VIII. of Chapter 90. Synthetic turf shall be permitted with the exception that it shall not be counted towards the minimum landscaped area, buffers, foundation planting or landscape islands.
- (10) All property owners shall keep such property and the adjoining unpaved portions of the public right-of-ways, swales and bulkheads clean and free from any accumulation of garbage, trash, liter or debris.
- (11) 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) All non-compliance with section of the ordinance shall be enforced in accordance with the Town's Code Enforcement Rules and Regulations.

* * *

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 6. Inclusion in the Code. 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 7. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 8. Effective Date. This ordinance shall become effective upon adoption.

PASSED and **ADOPTED** on first reading this 12th day of November, 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 and Bierman, P.A.
Town Attorney



MEMORANDUM

ITEM NO. 4B2

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: November 12, 2019
Subject: Setbacks Lots over 50 feet in width

The Town Commission previously directed staff to prepare an ordinance modifying the zoning code to address the effects of aggregation of single family lots. This ordinance was adopted in 2018.

The change required aggregated lots to have setbacks of 20 feet or 20%, whichever was greater, regardless of the width of the lot. Therefore, an aggregated lot that is 65 feet in width would have a house that is 25 feet in width, while non-aggregated lot that is 50 feet in width could have a house that is 40 feet in width. A house on an aggregated lot of less than 80 feet in width would be required to build a house smaller than on a lot that is 50 feet in width.

The Planning and Zoning Board requested a proposed scaled approach based on lot width. The formula is as follows: $\text{Setback} = .3 (\text{lot width}) - 10$. The second story setback remains an average setback, however the setback will be from the first floor, not the property line. The setback proposed is a 7.5 foot average side setback from the first floor. The proposed amendment also changes the measurement of the frontage to the setback line rather than from the property line. This provides greater equity for lots that have curves, arcs or are pie shaped.

The original discussion was relating to aggregated lots. Planning and Zoning requested this be applicable to all lots.

Reviewed by: GO

Prepared by: SSG

ORDINANCE NO. 2019 - _____

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90-2 “DEFINITIONS” OF CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE A MEASUREMENT FOR LOT FRONTAGE; AMENDING SECTION 90-45 “SETBACKS” OF CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PROVIDE SETBACKS FOR PROPERTIES IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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; and

4 **WHEREAS**, the Town Commission desires to encourage development consistent and
5 compatible with the existing residential scale of the Town, and propose revised setbacks for the
6 H30A and H30B zoning districts utilizing a scaled approach based on lot frontage or width; and

7 **WHEREAS**, the Planning and Zoning Board recommended revisions to the setbacks
8 consistent with a scaled approach based on lot frontage and width; and

9 **WHEREAS**, the Town Commission held its first public hearing on these regulations on
10 November 12, 2019; and

11 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
12 reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a duly
13 noticed hearing on _____, 2019; and

14 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing
15 on these regulations as required by law on _____, 2020; and
16

17 **WHEREAS**, the Town Commission hereby finds and declares that adoption of this
18 Ordinance is appropriate and advances the public interest.
19

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

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

24 **Section 3. Code Amendment.** The Code of Ordinances of the Town of Surfside, Section
25 90-2 “Definitions” of Chapter 90 “Zoning” is hereby amended as follows¹:

26 * * *

27 **Sec. 90-2. - Definitions.**

29 * * *

30 *Frontage, lot:* The distance for which the front lot line and street line are coincident for
31 multifamily and non-residential properties. For single-family and two-family properties, it is the
32 location of the front setback line.

33 *Lot, front:* Shall be construed to be the portion nearest the street, except for measurement of
34 frontage for single-family properties. For purposes of measuring frontage for single-family
35 properties, it shall be construed to be the location of the front setback line. For corner lots, the
36 lot front shall be the narrowest portion abutting the street.

37 * * *

38 **Section 3. Code Amendment.** The Code of Ordinances of the Town of Surfside,
39 Section 90-45 “Setbacks” of Chapter 90 “Zoning” is hereby amended as follows²:

40 * * *

41 **Sec. 90-45 – Setbacks.**

42 (a) *Massing:*

- 43 (1) *Required massing—Generally.* The development of new single-family structures and
44 additions to existing single-family structures shall abide by height and massing
45 regulations.

¹ Additions to text are shown in underline. Deletions to text are shown in ~~strikethrough~~. Additions after first reading are shown in double underline. Deletions after first reading are shown in ~~double-strikethrough~~.

² Additions to text are shown in underline. Deletions to text are shown in ~~strikethrough~~. Additions after first reading are shown in double underline. Deletions after first reading are shown in ~~double-strikethrough~~.

Massing regulations are based on the height of the structure and are delineated between (a) single and multi-story structures (b) new structures or additions to existing structures and (c) the ratio of area of the first story to the area of the upper stories.

- (2) Required Massing—New single-story structures and single-story additions to single-story structures in H30A and H30B districts. The following table shall be utilized for new single-story structures and single-story additions to existing single-story structures (up to 15 feet in height) in both the H30A and 30B districts.

H30A and H30B (SINGLE-STORY STRUCTURES UP TO 15 FEET IN HEIGHT)	PERCENTAGE
Maximum Lot Coverage	40%
SINGLE STORY STRUCTURES	MINIMUM SETBACK
Primary frontage	20 FT
Interior side (lots equal to or less than 50 feet in width)	5 FT
Interior side (lots over 50 feet in width)	10% of the frontage <u>.3 (lot width) - 10 = Setback</u>
Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)	20 FT or 20% of the frontage whichever is greater
Rear	20 FT
Secondary frontage (Corner only)	<u>.3 (lot width) - 10 = Setback,</u> <u>a minimum of 10 FT</u>
Secondary frontage (corner only) (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)	20 FT or 20% of the frontage whichever is greater

- (3) Required Massing—Single-family homes within the H30A and H30B districts. For single-family homes within the H30A and H30B districts, the following table shall be utilized for new multi-story structures or multi-story additions (additions greater than 15 feet in height) to existing single-story structures where the upper-story floor area is less than 50 percent of first-story floor area. Where provided both the minimum and average setback shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS LESS THAN 50% OF FIRST STORY FLOOR AREA	PERCENTAGE
Maximum Lot Coverage	40%
FIRST STORY (UP TO 15 FT IN HEIGHT)	SETBACK
Primary frontage	Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)	Minimum 5 FT
Interior side (lots over 50 feet in width)	Minimum 10% of the frontage <u>.3(lot width) - 10 = Setback</u>
Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)	20 FT or 20% of the frontage whichever is greater
Rear	Minimum 20 FT
Secondary frontage (Corner only)	<u>.3 (lot width) - 10 = Setback</u> Minimum 10 FT
Secondary frontage (corner only)(when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)	.3 (lot width) - 10 = Setback 20 FT or 20% of the frontage whichever is greater
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT	SETBACK
Primary frontage	Minimum 20 FT
	Average 22.5 FT
Interior side (lots equal to or less than 50 feet in width)	Minimum 5 FT
	Average n/a

Interior side (lots greater than 50 feet in width)	<u>Average 7.5 feet measured from first floor</u> Minimum 10% of lot frontage
	Average n/a
Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)	20 FT or 20% of the frontage whichever is greater
	Average n/a
Rear	Minimum 20 FT
	Average n/a
Secondary frontage (corner only)	<u>Average 7.5 feet measured from first floor</u> Minimum 10FT
	Average 12.5 FT
Secondary frontage (corner only)(when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018	20 FT or 20% of the frontage whichever is greater
	Average 20 FT or 20% of the frontage whichever is greater, plus 5 FT

58 (4) Required massing—New multi-story structures or multi-story additions. For single-family
59 homes within the H30A and H30B districts, the following table shall be utilized for new multi-
60 story structures or multi-story additions (additions greater than 15 feet in height) to existing
61 single-story structures where the upper-story floor area is 50 percent to 64 percent of first-story
62 floor area. Where provided, both the minimum and average setbacks shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS 50% TO 64% OF FIRST STORY AREA		PERCENTAGE
Maximum Lot Coverage		40%
FIRST STORY (UP TO 15 FT IN HEIGHT)		SETBACK
Primary frontage		Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)		Minimum 5 FT
Interior side (lots over 50 feet in width)		<u>.3(lot width) - 10 = Setback</u> Minimum 10% of the frontage
Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)		20 FT or 20% of the frontage whichever is greater
Secondary frontage (corner only)		<u>.3 (lot width) - 10 = Setback</u> Minimum 10 FT
Rear		Minimum 20 FT
Secondary frontage (corner)(when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018		20 FT or 20% of the frontage whichever is greater
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT		SETBACK
Primary frontage		Minimum 20 FT
		Average 25 FT
Interior side (lots equal to or less than 50 feet in width)		<u>Average 7.5 feet measured from first floor</u>

	H30A—Wall length is equal to or less than 20% of the lot depth	Minimum 5 FT
		Average n/a
	H30A—Wall length is greater than 20% of the lot depth	Minimum 5 FT
		Average 7.5 FT
	H30B—Wall length is equal to or less than 25% of the lot depth	Minimum 5 FT
		Average n/a
	H30B—Wall length is greater than 25% of the lot depth	Minimum 5 FT
		Average 7.5 FT
Interior side (lots greater than 50 feet in width)	H30A—Wall length is equal to or less than 20% of the lot depth	Minimum 10% of lot frontage
		Average n/a
	H30A—Wall length is greater than 20% of the lot depth	Minimum 10% of lot frontage
		Average 15% of the frontage
	H30B—Wall length is equal to or less than 25% of the lot depth	Minimum 10% of the frontage
		Average n/a
	H30B—Wall length is greater than 25% of the lot depth	Minimum 10% of lot frontage
		Average 15% of the frontage
Interior sides (when the site consists of more than one lot of record, as shown	H30A or H30B	20 FT or 20% of the frontage whichever is greater

on plats in effect on November 13, 2018)		Average 20 FT or 20% of the frontage whichever is greater, plus 5 FT
Rear		Minimum 20 FT
		Average n/a
Secondary frontage (corner only)		Minimum 10 FT <u>Average 7.5 feet measured from first floor</u>
		Average 15 FT
Secondary frontage (corner only)(when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018		20 FT or 20% of the frontage whichever is greater
		Average 20 FT or 20% of the frontage whichever is greater, plus 5 FT

63

64 (5) Required Massing—New multi-story structures or multi-story additions (additions greater
65 than 15 feet in height) to existing single-story structures where the upper-story floor area is 65
66 percent to 80 percent of first-story floor area. For single family homes within the H30A and H30B
67 districts, the following table shall be utilized for new multi-story structures or multi-story
68 additions (additions greater than 15 feet in height) to existing single-story structures where the
69 upper-story floor area is 65 percent to 80 percent of first-story floor area. Where provided, both
70 the minimum and average setbacks shall be utilized.

71

H30A AND H30B UPPER STORY FLOOR AREA IS 65% TO 80% OF FIRST STORY FLOOR AREA	PERCENTAGE
------------------------------------------------------------------------------------	------------

This Section applies only when the site consists of a single lot of record, as shown on plats in effect on November 13, 2018		
Maximum Lot Coverage		40%
FIRST STORY (UP TO 15 FT IN HEIGHT)		SETBACK
Primary frontage		Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)		<u>.3 (lot width) - 10 = Setback</u> Minimum 5 FT
Interior side (lots over 50 feet in width)		Minimum 10% of the frontage
Rear		Minimum 20 FT
Secondary frontage (corner only)		<u>.3 (lot width) - 10 = Setback,</u> Minimum 10 FT
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT		SETBACK
Primary frontage		Minimum 20 FT
		Average 30 FT
Interior side (lots equal to or less than 50 feet in width)	H30A — Wall length is equal to or less than 20% of the lot depth	<u>Average 7.5 feet measured from first floor</u> minimum 5 FT
		Average n/a
	H30A — Wall length is greater than 20% of the lot depth	Minimum 5 FT
		Average 10 FT
		Minimum 5 FT

	H30B—Wall length is equal to or less than 25% of the lot depth	Average n/a
	H30B—Wall length is greater than 25% of the lot depth	Minimum 5 FT
		Average 10 FT
Interior side (lots greater than 50 feet in width)	H30A—Wall length is equal to or less than 20% of the lot depth	Minimum 10% of lot frontage
		Average n/a
	H30A—Wall length is greater than 20% of the lot depth	Minimum 10% of lot frontage
		Average 20% of the frontage
	H30B—Wall length is equal to or less than 25% of the lot depth	Minimum 10% of lot frontage
		Average n/a
	H30B—Wall length is greater than 25% of the lot depth	Minimum 10% of lot frontage
		Average 20% of the frontage
Rear		Minimum 20 FT
		Average n/a
Secondary frontage (corner only)		Minimum 10 FT
		Average 20 FT

72

73 **Section 4. Severability.** If any section, subsection, clause or provision of this Ordinance is
74 declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be
75 affected by such invalidity.

76 **Section 5. Conflict.** All sections or parts of sections of the Town of Surfside Code of
77 Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 6. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

Section 7. Effective Date. This Ordinance shall be effective upon final adoption on second reading.

PASSED on first reading this 12th day of November, 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

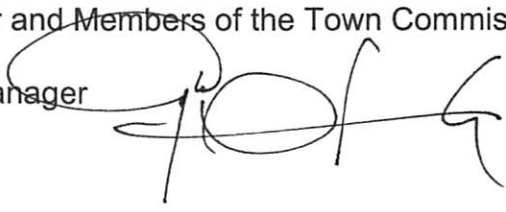
**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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



MEMORANDUM

ITEM NO. 4B3

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager 
Date: November 12, 2019
Subject: Structural Plans Review Fee Change

Structural plans review is an essential function of the Building Department in issuing building permits that involve said scope. This professional service is provided by Arbab Engineering, Inc.

The current fee is codified under the Town of Surfside Code of Ordinances, Section 14-29 (h)(7) Professional engineer review of structural drawings: \$100 per hour. The new fee shall be \$150 per hour of review time assessed at the time of permit issuance.

Staff respectfully requests approval of the increase to structural plans review fees and the amendment of Section 14-29 (h)(7) accordingly.

Reviewed by: MR/RP

Prepared by: MR/RP

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WHEREAS, Chapter 14 of the Town of Surfside’s (“Town”) Code of Ordinances (“Code”) pertains to buildings and building regulations; and

WHEREAS, structural plans review is an essential function of the Town's Building Department in the performance of its responsibilities in enforcing the Florida Building Code and reviewing and issuing permits; and

WHEREAS, the Town's cost for a professional engineer's review of structural plans has increased and it is recommended that the fee for this service be adjusted to account for the increased cost; and

WHEREAS, the Town Commission finds that Section 14-29, “Permit Fees” should be amended to adjust the fee for structural plans review from \$100.00 per hour to \$150.00 per hour; and

WHEREAS, the Town Commission finds that this Ordinance is necessary for the public health, safety and welfare of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF SURFSIDE AS FOLLOWS:¹

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 Ordinances of the Town of Surfside, Florida is hereby amended by amending Section 14-29, “Permit Fees,” as follows:

Chapter 14 – Buildings and Building Regulations

Article II. – Building Code

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.

Section 14-29. - Permit fees.

(h) Other fees.

(7) *Professional engineer review of structural drawings:* ~~\$100.00~~ \$150.00 per hour.

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.

PASSED on first reading on the 12th day of November, 2019.

PASSED AND ADOPTED on second reading on the _____ 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

67 **ATTEST:**

68

69

70

71 _____
Sandra Novoa, MMC

72 Town Clerk

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

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Weiss Serota Helfman Cole & Bierman, P.L.

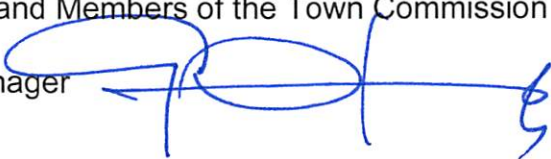
80 Town Attorney



MEMORANDUM

ITEM NO. 5A

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

From: Guillermo Olmedillo, Town Manager 

Date: November 12, 2019

Subject: Interlocal Shuttle System Report

The Town Commission approved Interlocal Memorandum of Understanding (MOU) with Bal Harbour (BH) and Bay Harbor Islands (BHI) for a municipal shuttle initiative with the Lehman Center for Transportation Research at Florida International University (LCTR) has resulted in the attached final report.

This report is being presented for your review and direction on the recommendation. The elected officials in BH and BHI will be going through a similar exercise at their respective November meetings.

The following from page 31 of the report outlines the primary recommendation:

The recommendation of this study is to implement a combination of fixed route service along with on-demand vehicles providing door-to-door service. The existing three shuttles operated by Surfside, Bal Harbour, and Bay Harbor Islands would be merged into a single fixed route shuttle serving all three municipalities. The new merged route, called the Surf-Bal-Bay Shuttle for this study, would operate with two minibuses every 60 minutes from 9:00 a.m. to 5:00 p.m., weekdays only. The route terminuses would be from the North Miami Target store on Biscayne Boulevard / NE 143 Street and the Collins Avenue underpass in Bal Harbour.

In addition, a new on-demand service using low speed electric vehicles would provide door-to-door service throughout all three municipalities including the Biscayne Boulevard corridor to NE 151 Street and along the Collins/Harding Avenues to 72 Street. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number. The combination of the new Surf-Bal-Bay Shuttle with the proposed on-demand service would provide more attractive and efficient transit options within the local communities and an effective first mile/last mile service to the regional transit system. Both the new Shuttle and the on-demand service could connect with the proposed NE 125 Street Station of the future SMART Plan Northeast Corridor.

Presently there is no anticipated change in budget impact as Surfside's projected contribution to a joint system (page 33) equates to the existing expenditure from the Citizens Independent Transportation Trust funding for the Surfside Shuttle.

Any Staff impact is to be determined based on the direction from all three municipalities and the possible future adoption of a joint transportation system.

The Administration is recommending the Town Commission accept the accompanying report and authorize the addendum of the MOU for the continuation of this cooperative initiative and action steps (page 33).

Reviewed by

Prepared by

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line extending to the right.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE VILLAGE OF BAL HARBOUR AND THE TOWN OF BAY HARBOR ISLANDS RELATED TO THE ASSESSMENT OF SHUTTLE BUS SERVICES BY THE LEHMAN CENTER FOR TRANSPORTATION RESEARCH AT FLORIDA INTERNATIONAL UNIVERSITY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2017, the Town of Surfside (“Town”) Commission adopted Resolution No. 2017-2477 approving a Memorandum of Understanding with the Village of Bal Harbour (“Bal Harbour”) and the Town of Bay Harbor Islands (“Bay Harbor Islands”) for the purpose of retaining the Lehman Center for Transportation Research (LCTR) at Florida International University (FIU) to research and assess the development of a more cost-effective interlocal shuttle bus operation and transit routing among the three cities (“Interlocal Shuttle System”) that better meets the needs of residents, business users and visitors; and

WHEREAS, the LCTR has studied the Interlocal Shuttle System and has issued a Final Report dated October 2019 (the “LCTR Report”); and

WHEREAS, the Town, Bal Harbour, and Bay Harbor Islands (collectively, the “Parties”) wish to amend the MOU to continue evaluating the LCTR Report, provide a Joint Recommendation (the “Joint Recommendation”) to their respective governing bodies for adoption, and work together to implement the adopted Joint Recommendations, all as provided for in the First Amendment to the MOU attached hereto as Exhibit “A”; and

WHEREAS, the Town Commissions finds that the First Amendment is in the best interest and welfare of the Town.

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

Section 1. **Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. **Approval.** That the Town Commission approves the First Amendment in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. That the Town Manager is hereby authorized to execute the First Amendment in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Town Manager and/or his designee is authorized to take any and all action reasonably necessary to implement the purposes of this Resolution and the First Amendment.

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

PASSED AND ADOPTED on this 12th day of November, 2019.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

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

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

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

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

AMENDMENT NO.1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWN OF SURFSIDE, FLORIDA,
VILLAGE OF BAL HARBOUR, FLORIDA,
AND
THE TOWN OF BAY HARBOR ISLANDS
INTERLOCAL SHUTTLE

This **AMENDMENT NO. 1** (“**First Amendment**”) to **MEMORANDUM OF UNDERSTANDING** is entered into this ____ day of _____, 2019 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (“**Surfside**”), **VILLAGE OF BAL HARBOUR**, a Florida municipal corporation (“**Bal Harbour**”) and the **TOWN OF BAY HARBOR ISLANDS**, a Florida municipal corporation (“**Bay Harbor Islands**”). Surfside, Bal Harbour, and Bay Harbor Islands shall each hereinafter be referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into an MOU dated December 14, 2017 (the “**MOU**”) wherein the Parties agreed to engage the Lehman Center for Transportation Research (LCTR) at Florida International University (FIU) to research and assess the development of a more cost-effective interlocal shuttle bus operation and transit routing in Surfside, Bal Harbour and Bay Harbor Islands (“**Interlocal Shuttle System**”) that better meets the needs of residents, business users and visitors (“**Services**”); and

WHEREAS, the LCTR has studied the Interlocal Shuttle System and has issued a Final Report dated October 2019 (the “**LCTR Report**”); and

WHEREAS, the Parties wish to continue evaluating the Report, provide a Joint Recommendation (the “**Joint Recommendation**”) to their respective governing bodies for adoption, and work together to implement the adopted Joint Recommendations; and

WHEREAS, the Parties wish to amend the MOU to provide for continued joint collaborative efforts, as provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the Parties to this First Amendment, as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Amendment of Paragraph 4 of the MOU.** Paragraph 4 of the MOU is deleted in its entirety and replaced as follows:
 4. **Interlocal Shuttle System.** The Parties agree to jointly evaluate LCTR's report and recommendations dated October 2019 ("LCTR Report") attached hereto as Exhibit "B." The Parties will submit a Joint Recommendation based on LCTR's Report to their respective governing bodies for adoption. Once adopted, the Parties will collaborate to implement the Joint Recommendations.
3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the MOU, the terms and provisions of this First Amendment shall control.
4. **MOU Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the MOU are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
5. **Defined Terms.** All initial capitalized terms used in this First Amendment shall have the same meaning as set forth in the MOU unless otherwise provided.
6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this First Amendment as of the day and year written below their signatures.

TOWN OF SURFSIDE, FLORIDA,
A Florida municipal corporation

Guillermo Olmedillo, Town Manager

Date Executed: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Town Attorney

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this First Amendment as of the day and year written below their signatures.

VILLAGE OF BAL HARBOUR, FLORIDA,
A Florida municipal corporation

Jorge M. Gonzalez, Village Manager

Date Executed: _____

ATTEST:

Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney

IN WITNESS WHEREOF, the Town of Surfside, Village of Bal Harbour and Town of Bay Harbor Islands have each executed this First Amendment as of the day and year written below their signatures.

TOWN OF BAY HARBOR ISLANDS, FLORIDA,
A Florida municipal corporation

Ronald J. Wasson, Town Manager

Date Executed: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Town Attorney

**Town of Surfside, Bal Harbour Village, and
Bay Harbor Islands Interlocal Shuttle System**

Final Report

Submitted by

Transit Program
Lehman Center for Transportation Research (LCTR)
Florida International University (FIU)

Submitted to:

Town of Surfside
Bal Harbour Village
Bay Harbor Islands

October 2019

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BACKGROUND

Town of Surfside

Incorporated in 1935, Surfside is a town in Miami-Dade County, Florida. As of 2010, the population recorded by the U.S. Census Bureau was approximately 5,800. The total land area of the Town is approximately 0.6 square miles. This population is a varied mix of ethnicity and culture. The Town of Surfside encompasses the area from 87th Terrace to 96th Street, and it is situated between the City of Miami Beach and the Village of Bal Harbour.

The Town of Surfside operates a shuttle route that provides service within two blocks of every resident. The Surfside Shuttle operates weekdays from 7:30 a.m. to 5:16 p.m. and Saturdays from 8:00 a.m. to 1:30 p.m. This circulator route also serves the North Shore Library in Miami Beach.

Bal Harbour Village

Bal Harbour is a village in Miami-Dade County, Florida. The population in 2010 was approximately 2,500, according to the United States Census Bureau. The village has a total land area of approximately 0.3 square miles. Bal Harbour, Florida is located on the northern tip of the barrier island commonly referred to as Miami Beach. The main traffic corridor running south to north through Bal Harbour, as well as the Town of Surfside, is Collins Avenue, also known as Florida State Highway A1A.

The Bal Harbour Village Shuttle serves the commercial section of 96th Street, including Bal Harbour Shops and the residential condominiums and hotels along Collins Avenue. Each trip is extended with limited stops to Sunny Isles Beach and Aventura Mall. The shuttle route runs from 9:00 a.m. to 5:00 p.m. Sunday through Thursday and from 9:00 a.m. to 9:00 p.m. on Friday and Saturday.

Bay Harbor Islands

Bay Harbor Islands is a town in Miami-Dade County, Florida. The population was approximately 5,600 according to the 2010 census and it has an approximate total land area of 0.4 square miles. It is separated from the mainland by Biscayne Bay, with which it is connected via the Broad Causeway. On the mainland side, Bay Harbor Islands is bordered by the city of North Miami, while to the east it borders with the Village of Bal Harbour and the Town of Surfside; to the south lies the exclusive Indian Creek Village.

The Bay Harbor Islands Town Minibus operates from 9:00 a.m. to 5:00 p.m. Monday through Friday. This shuttle service serves the residential areas of both islands with an extension to stops in North Miami including Costco.

Community Coordination

Surfside, Bal Harbour, and Bay Harbor Islands provide no fare (free) shuttle bus service to their passengers. All three shuttle routes have a common transfer point at the Surfside Publix located at

94th Street and Harding Avenue. The three communities have collaborated on the preparation of a colorful, high quality brochure showing the route alignments and stops of all three shuttles and detailed schedules of each service.

PROJECT OBJECTIVES

The Town of Surfside, Bal Harbour Village, and Bay Harbor Islands' provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping. However, there is a need for revising the current transit service to a more efficient and cost-effective system that provides better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to develop a more efficient and cost-effective public transportation operation in Surfside, Bal Harbour, and Bay Harbor Islands that better meets the mobility needs of residents and visitors. The focus will also be on identifying improvements at no additional cost for the municipalities.

To achieve this, the FIU research team conducted a series of tasks that included meeting with staff and other officials, collecting data and information, conducting a community outreach meeting, analyzing the data and information, and preparing the final report.

DATA COLLECTION

This task provides useful information for the next tasks of this project. The FIU team conducted passenger on-board surveys of the three shuttle services. In addition, the team collected manual passenger counts of each shuttle route to determine ridership and productivity of service. Data were collected as follows:

- On-board self-administered survey of current riders on each shuttle route. Surveys were prepared in English and Spanish and were distributed and collected by FIU staff. Nearly all trips were surveyed. The survey questions were shared with each municipality for review prior to printing the survey forms.
- Ridership by trip and bus stop as well as schedule performance were collected on forty trips, weekday, Saturday, and Sunday, of the three shuttle routes.

All the information and survey data provided by each municipality for this project was collected, analyzed, and considered in the proposed redesign of the Shuttle service and recommendations in this report.

Appendix A contains the blank on-board surveys (in English and Spanish) that were used to collect data for all three municipalities.

COMMUNITY OUTREACH

In coordination with the three municipalities, the FIU team participated in a community meeting that took place on February 27, 2019 at the Surfside Town Hall. The meeting was conducted for residents and stakeholders, so that they could provide feedback regarding the needs and potential improvements of the different shuttle services. The following were the main items discussed at the community meeting:

- In general, users are satisfied with the service.
- The cost of the shuttles was discussed.
- Those in attendance were interested in on-demand service; although one attendee was concerned that the low speed vehicles being considered was not conducive for the elderly.
- Low ridership and schedule performance were brought up by two attendees.

An additional meeting between FIU staff and Citizens' Independent Transportation Trust (CITT) as well as the Department of Transportation and Public Works (DTPW) took place to discuss funding opportunities, existing ordinances, and related transit service requirements. The following were the main items discussed at these meetings:

- Compliance with current ordinances including the requirements for fixed route circulators and on-demand service.
- Current Funding.
- Alternatives to current shuttle services.
- Opportunities for Pilot/Demonstration Projects such as FDOT's Service Development grant.
- Significant modifications to current service require an amendment to existing interlocal agreements.

SURVEY DATA ANALYSIS

This section presents the data analysis task. The data and information collected from the previous tasks and will be used in the preparation of the proposed system improvements. It analyzes the data and information of each municipality including on-board surveys, ridership data, information provided by the municipalities, and feedback from the community meeting and project management team. To better organize this section, data analysis was divided in segments, one per each municipality.

Town of Surfside

For the Town of Surfside, both on-board and online surveys as well as ride checks were conducted. The on-board survey and ride checks were conducted by the FIU team. The online survey to the general public was conducted by the Town of Surfside. The following figures present the results from the surveys:

On-Board Survey

The following charts present the results of the Surfside Shuttle on-board survey conducted by the FIU team.

Figure 1 clearly shows that the majority (69%) of the survey participants use the Shuttle because it is convenient. Other reasons (15%) are because they don't drive or because the Shuttle is economical.

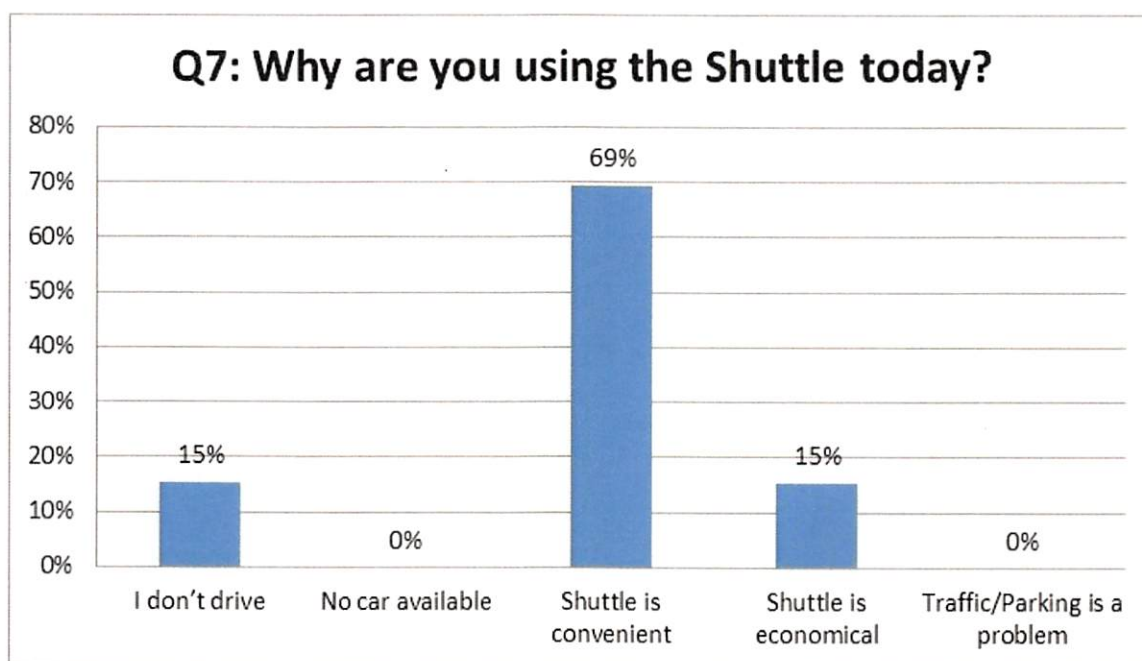


Figure 1 Reasons for using the Surfside Shuttle.

To the question of how often they ride the Shuttle (Figure 2), 81% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

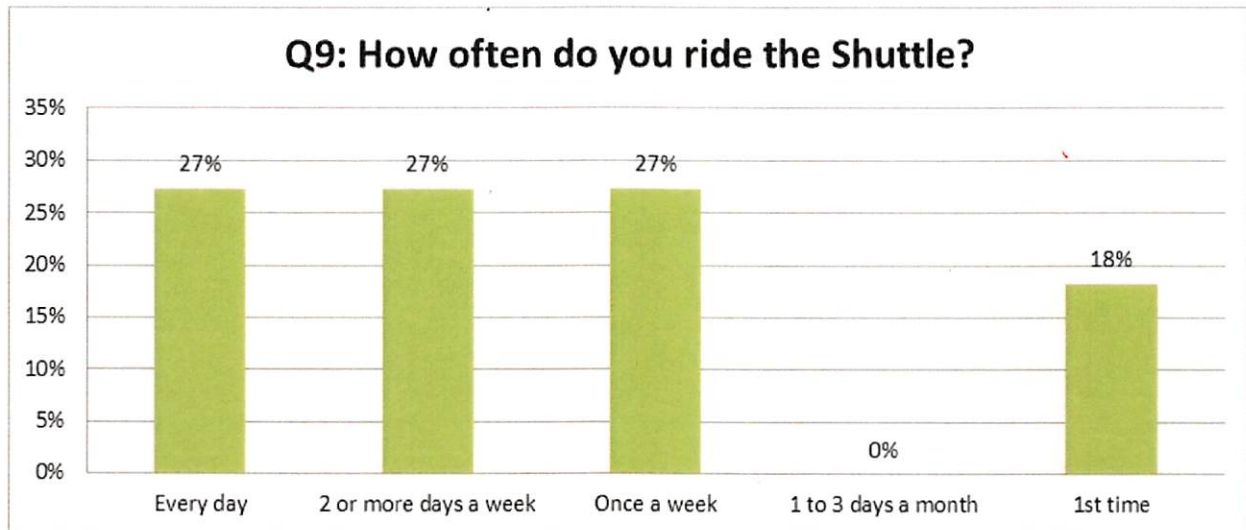


Figure 2 Frequency of Usage of the Surfside Shuttle.

Figure 3 presents a chart with the rating of the system. This type of chart can help get a sense of areas that function well and areas that need to be improved. For example, driver friendliness is valued highly among the riders. In general, according to the on-board survey, the surveyed riders gave the good or very good ratings to the Surfside Shuttle.

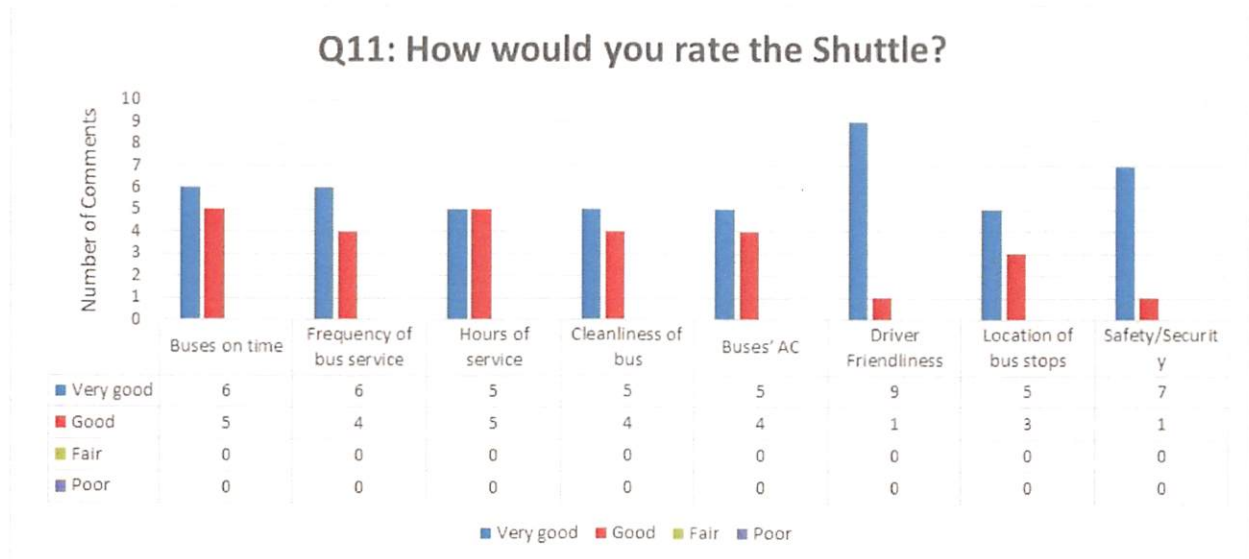


Figure 3 Rating of the Shuttle system.

With survey question 12, riders were asked to select the three most important improvements for the shuttle. This is presented in Figure 4. Although the participation was rather low, the top improvements include more frequent service, extension to other locations, and provide more stops.

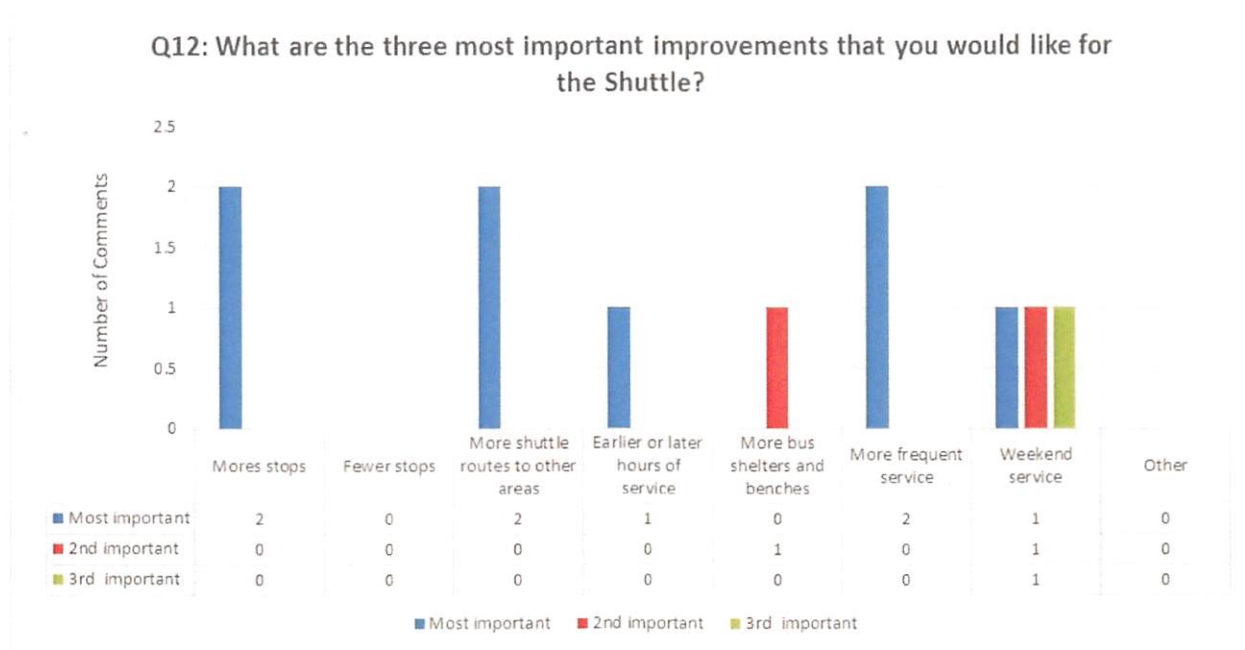


Figure 4 Most Important Shuttle Improvements.

As expected, Figure 5 shows that the majority of the Shuttle riders (78%) were 55 years of age and older and 56% were over 65. The results are somewhat similar to the Surfside online survey.

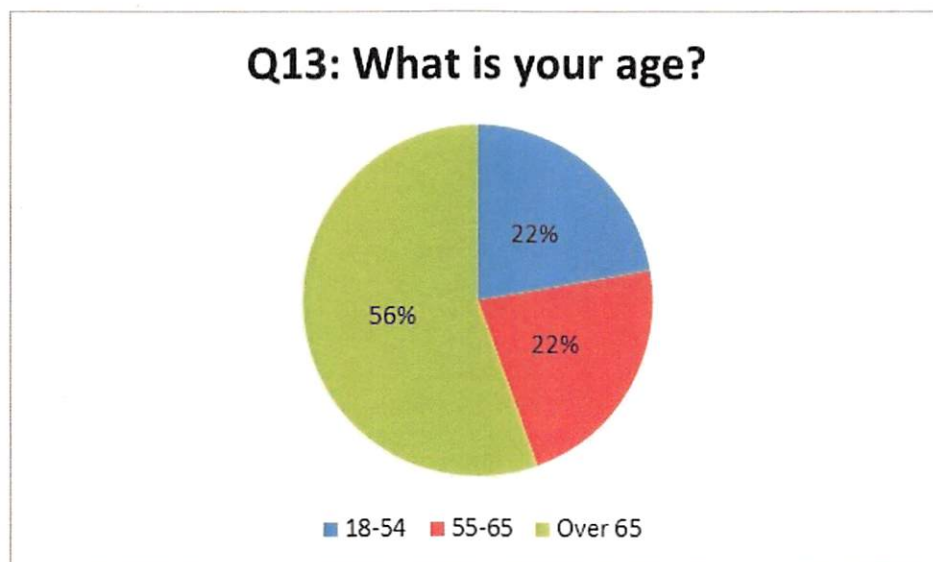


Figure 5 Ages of Current Riders.

Online Survey

The Town of Surfside conducted an online survey to get feedback from the residents regarding the current Shuttle system. The survey was targeted to the whole community, whether they use the Shuttle or not. The following bullets present a summary of the results from the online survey:

- 35% the online survey participants indicated that they use the Surfside Shuttle. This shows that there is a good number of the community members that use the transit service offered by the Town of Surfside.
- The frequency of usage of the Surfside Shuttle service varies: approximately 11% use it daily, 28% weekly, 22% monthly, and 39% at least once. In other words, 39% of the riders use the shuttle system at least once a week and the majority (61%) at least once a month.
- For those who do not ride, the primary reasons they don't use the shuttle are because they prefer to use a personal vehicle (32%), prefer to walk (23%), or the shuttle does not take them where they want to go (38%).
- Survey participants said that the main improvements they would like to see is more frequent service (58%) and door to door service (48%). Other responses included earlier and later service (38%), weekend service (33%), and buses on-time (31%). Note that the survey participants were allowed to answer more than one response, so the percentages do not add up to 100%.
- The following are the top seven destinations survey participants would like the Shuttle to travel to:
 - Costco
 - Miami Beach
 - South Beach
 - Aventura Mall
 - Mount Sinai Hospital
 - Sunny Isles
 - CVS/Walgreens
- In regards to the age of the persons who use the shuttle bus, the vast majority are age 55 and older (79%), with people over 65 as the largest segment (50%). This is important, as it helps the Town of Surfside focus on this segment of the population. Note that the survey participants were allowed to answer more than one response per household, so the percentages do not add up to 100%.

Bal Harbour Village

Bal Harbour Village also conducted on-board and online surveys. However, there were only six respondents which are insufficient for any kind of reasonable analysis. The following figures present the results from on-board passenger survey.

On-Board Survey

Figure 6 shows that 43% of the survey participants use the Shuttle because it is convenient. Other reasons are because they don't drive (23%) or because the Shuttle is economical (14%).

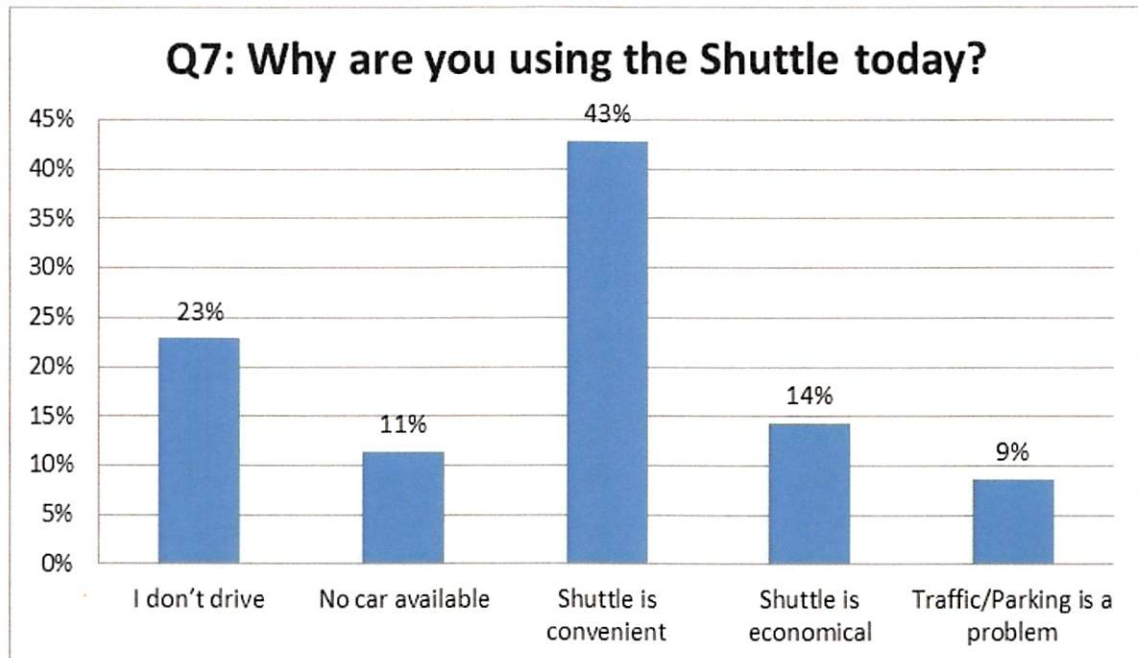


Figure 6 Reasons for using the Bal Harbour Shuttle

To the question of how often they ride the Shuttle (Figure 7), 92% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

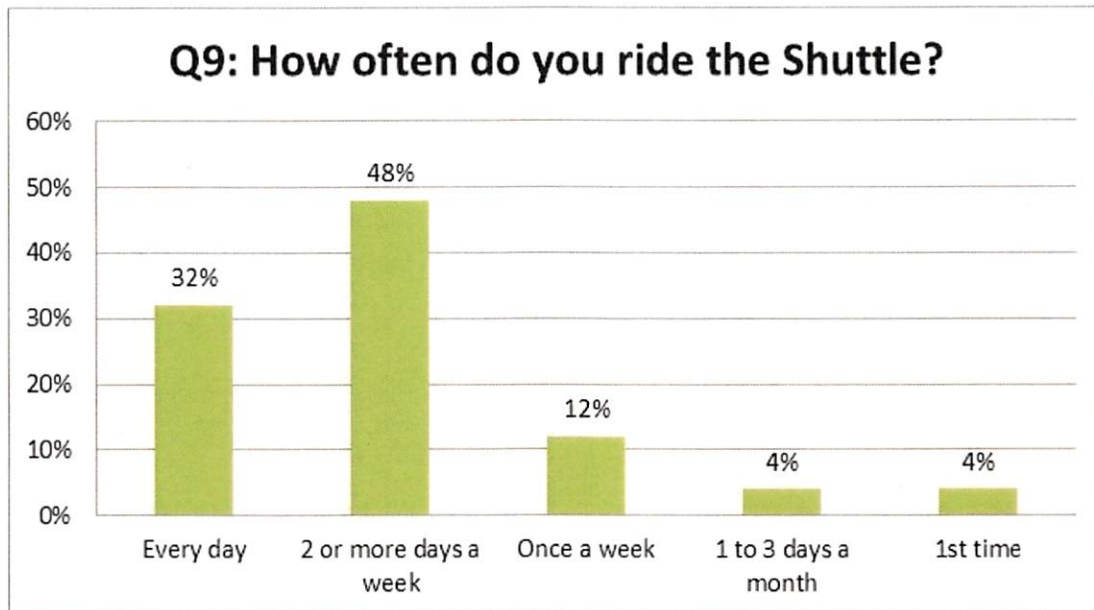


Figure 7 Frequency of Usage of the Bal Harbour Shuttle

Figure 8 presents a chart with the rating of the system. This type of charts can help get a sense of service areas that function well and the areas that need to be improved. Buses on time, Safety/Security, and Driver friendliness are valued highly among the riders. In general, according to the on-board survey, an overwhelming majority of the surveyed riders gave good or very good ratings to the Bal Harbour Shuttle.

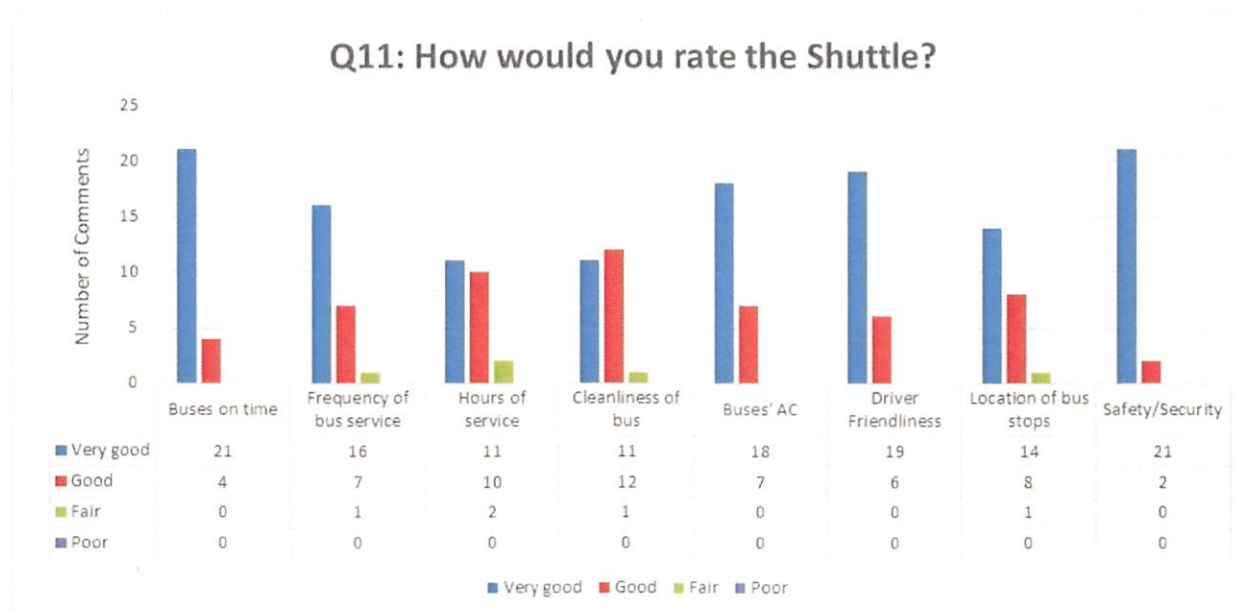


Figure 8 Rating of the Shuttle system.

According to survey question 12, riders were asked to select the three most important improvements, see Figure 9. The top improvements include earlier or later hours of service, more

shuttle routes to other areas, and weekend service. Other improvements include more frequent service and adding more stops.

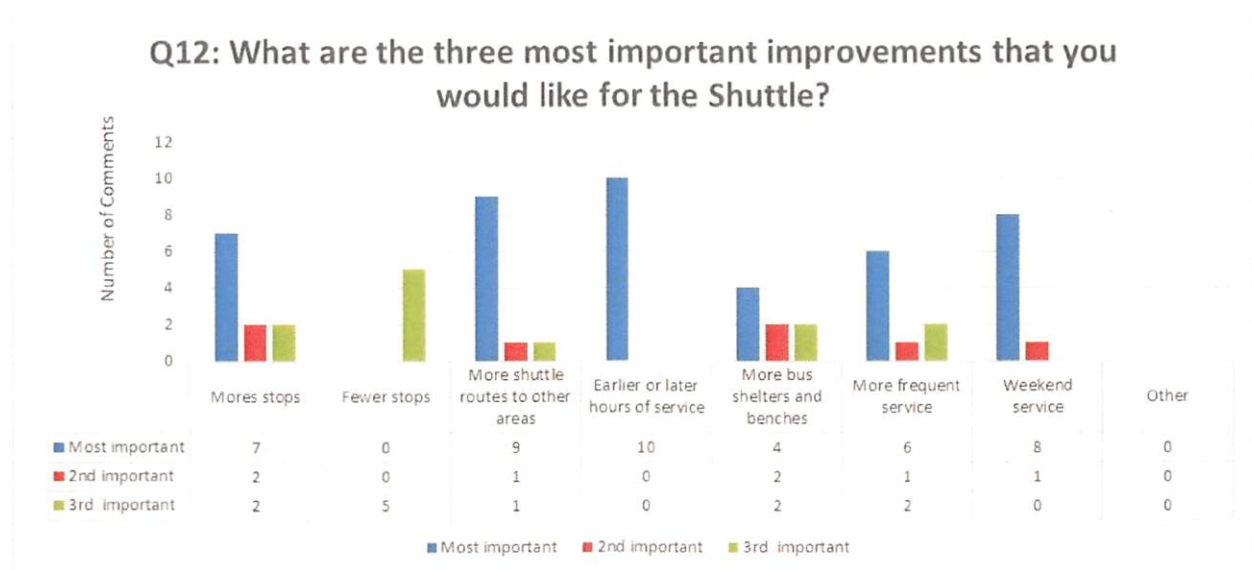


Figure 9 Most Important Shuttle Improvements.

Figure 10 shows that the majority of Shuttle riders (60%) are younger than 55 years of age. This survey result indicates that the riders of the Bal Harbour Shuttle are younger than the ones from the other two municipalities.

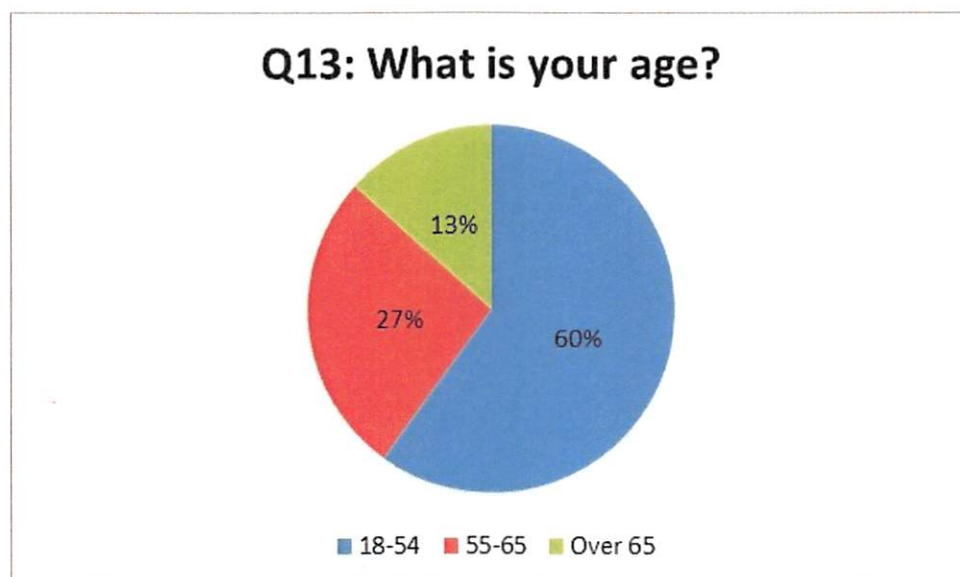


Figure 10 Ages of Current Riders

Bay Harbor Islands

The following figures present the results from passenger on-board survey.

On-Board Survey

Figure 11 shows that 41% of the survey participants use the Shuttle because it is convenient. Other reasons are because they don't drive (31%), there is no car available (21%), or the Shuttle is economical (8%).

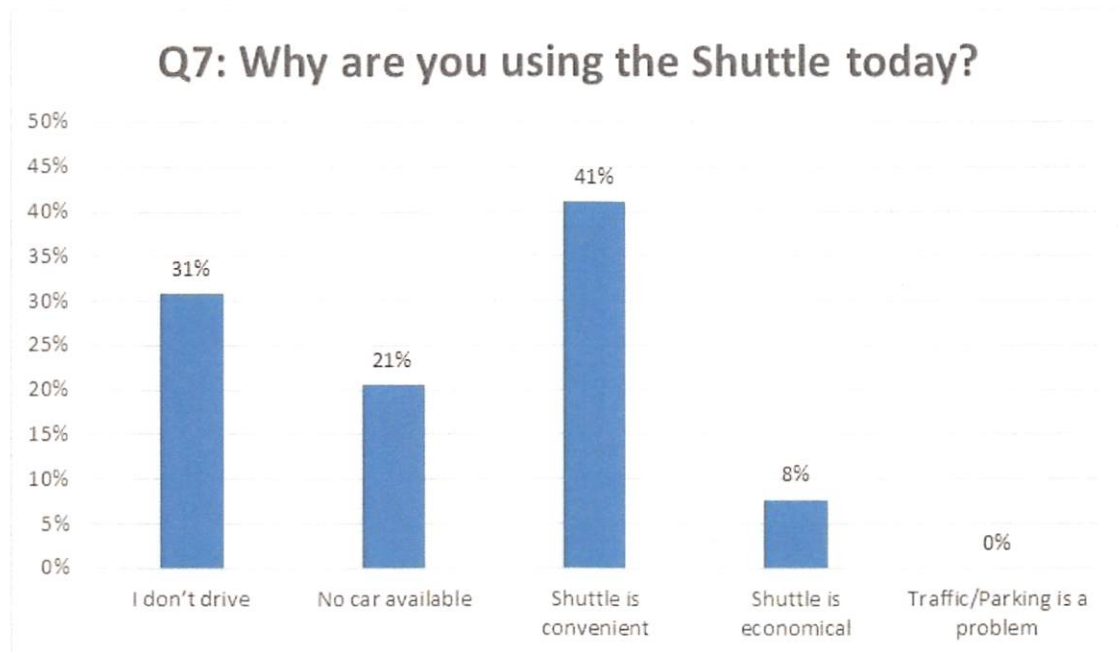


Figure 11 Reasons for using the Bay Harbor Islands Shuttle.

To the question of how often they ride the Shuttle (Figure 12), 82% of the riders said that they ride the Shuttle at least once a week. This shows the loyalty of the riders who continue using the Shuttle on a regular basis.

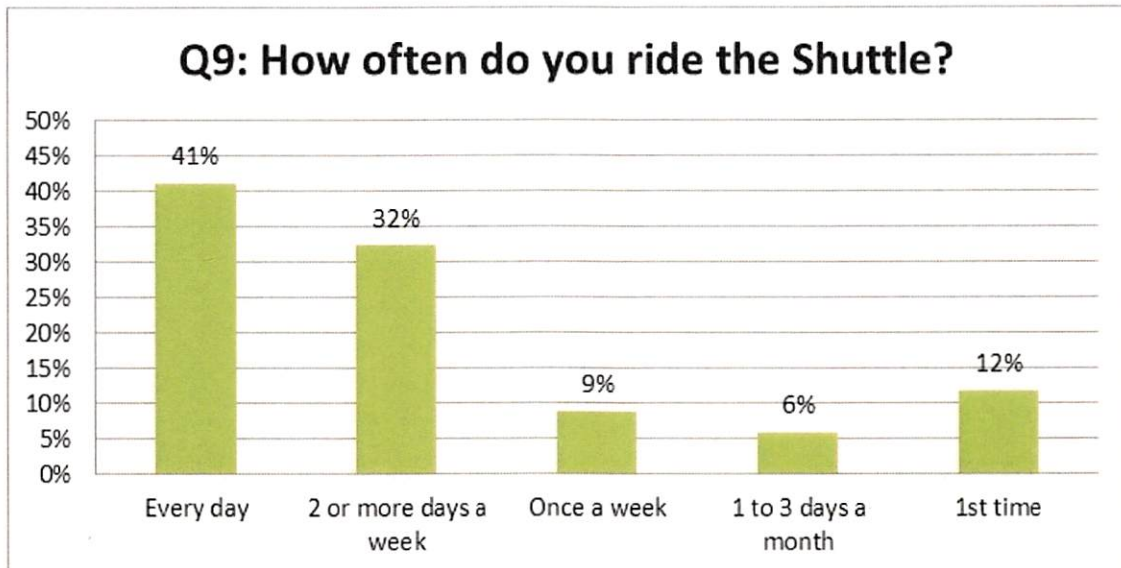


Figure 12 Frequency of Usage of the Bay Harbor Islands Shuttle.

Figure 13 presents a chart with the rating of the system. This type of charts can help get a sense of areas that function well and the areas that need to be improved. For example, driver friendliness is valued highly among the riders. In general, according to the on-board survey, most of the surveyed riders gave the good or very good ratings to the Bay Harbor Islands Shuttle.

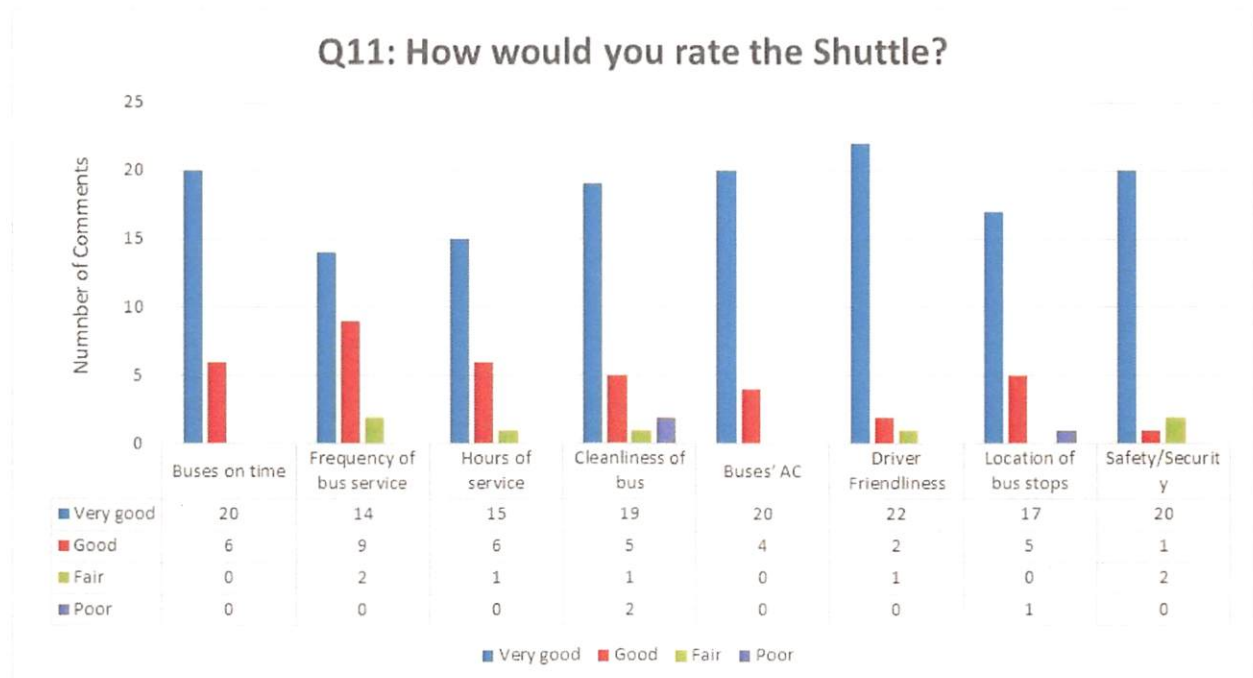


Figure 13 Rating of the Shuttle system.

According to survey question 12, riders were asked to select the three most important improvements, see Figure 14. The top improvements include weekend service, more shuttle routes to other areas, and more frequent service. Other improvements include adding more stops and earlier or later hours of service.

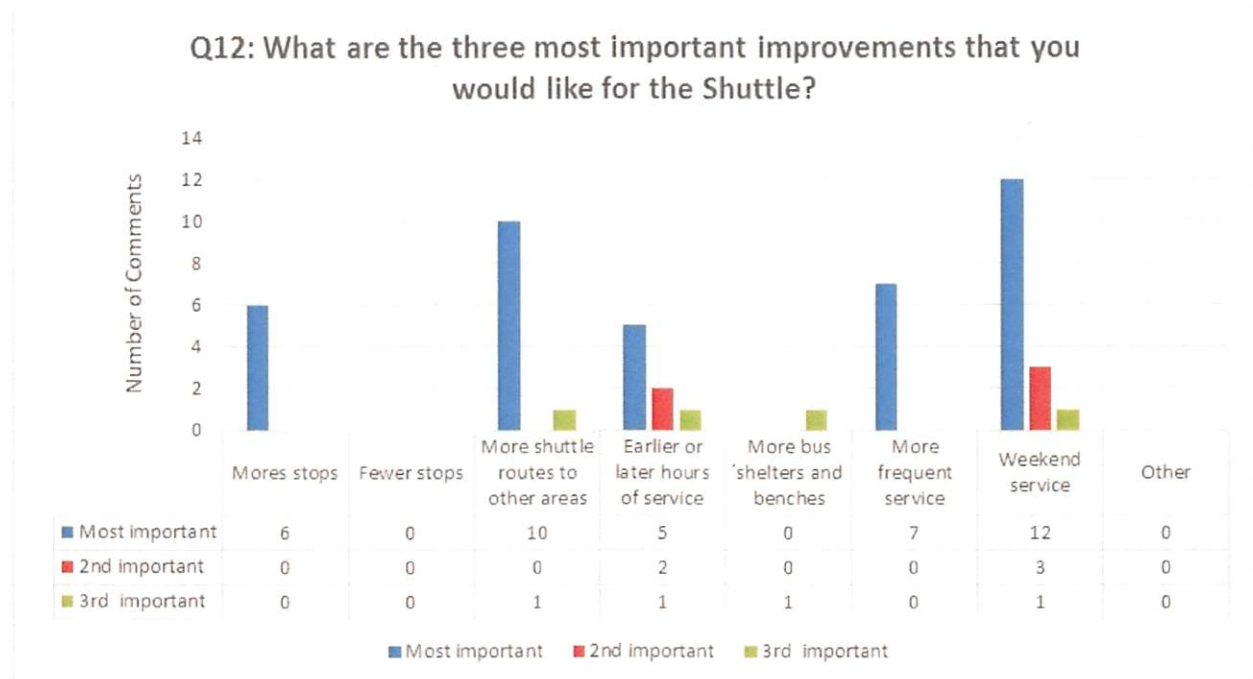


Figure 14 Most Important Shuttle Improvements.

As expected, Figure 15 shows that the more than half of the Shuttle riders (53%) were 55 years of age and older and 32% were over 65. The results show that the age of the Bay Harbor Islands riders were somewhat between the age of the Surfside and Bal Harbour riders.

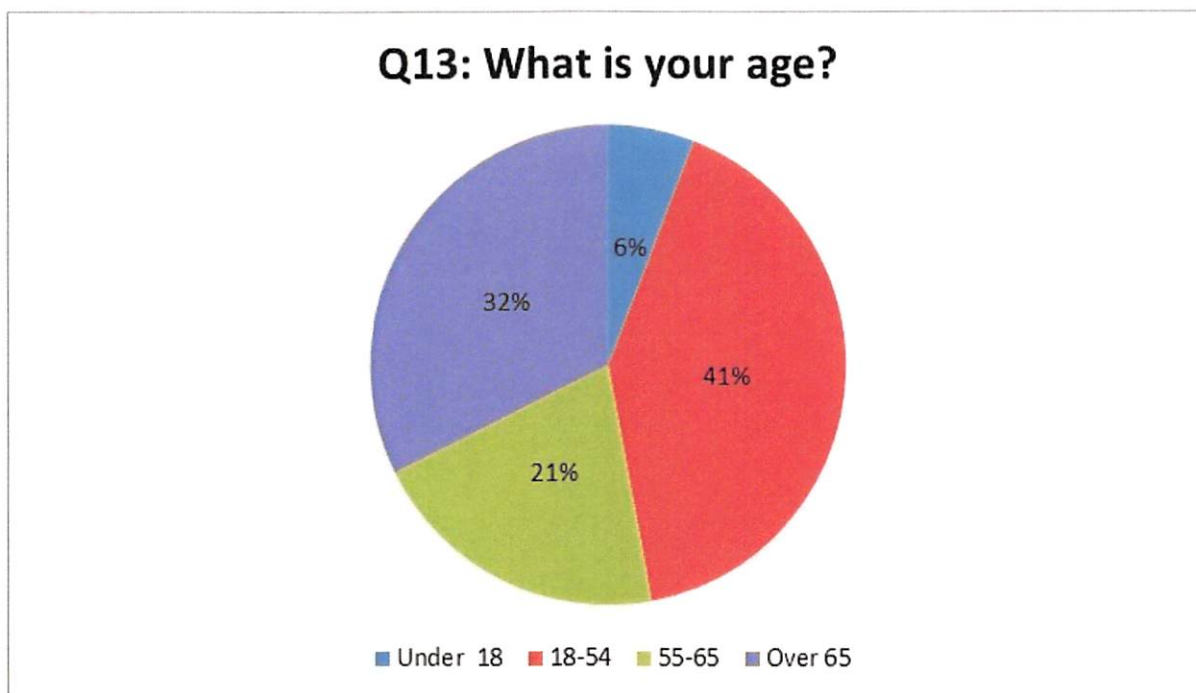


Figure 15 Ages of Current Riders.

RIDERSHIP ANALYSIS

Ridership data from both the FIU Team ride checks and the records collected by the contractors of the shuttle services were analyzed. Highlights of this data analysis are presented for each shuttle route.

Surfside Shuttle

Based on the contractor's January, 2019 passenger counts, rider boardings and boarding per hour are as follows:

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Weekday	92	9.5
Saturday	54	5.6

A study performed by Kimley-Horn titled "Guidelines for Transit Programs in Miami-Dade County" in 2016 recommended the baseline threshold for Boardings per Service Hour to be 6.9. The Surfside Shuttle weekday performance meets this threshold, but the Saturday service does not.

The busiest stops of the Surfside Shuttle are the Surfside Publix on 94 Street, Stella Maris House (senior housing) in Miami Beach, and the North Shore Library in Miami Beach. Eighty-three percent of the ridership of the Surfside Shuttle either gets on or off the Shuttle at these three stops. The lowest ridership of the route is the residential area of single family homes west of Abbott

Avenue. Along busy Collins Avenue from the North Shore Library to 94 Street, ridership is moderate with about five boardings per day.

On the days the FIU team checked, there were no riders on the first morning trip for both weekdays and Saturday.

Bal Harbour Shuttle

Bal Harbour provides service seven days a week and on Fridays and Saturdays extends service until 9:00 p.m. Using ridership counts by the operators of the route, average daily boardings and route productivity in February, 2019 are as follows:

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Monday – Thursday	26	3.1
Friday	25	2.1
Saturday	31	2.6
Sunday	34	5.1

Comparing the boardings per hour for the Bal Harbour Shuttle with the recommendation in the 2016 Kimley-Horn report referenced previously, the average ridership does not meet the recommended baseline threshold on any day of the week.

The Bal Harbour Shuttle operates a significant portion of route miles outside of the Village limits. The operator and rider checks for this project found that only 31% of the boardings or about nine per day are boarding the Shuttle within Village limits. The busiest stops on the Bal Harbour Shuttle are the Surfside Publix and Aventura Mall.

The survey team found that 20% of the total ridership travelling to and from Aventura Mall is getting on and off the Shuttle north of the Bal Harbour Village limits. Metrobus operates frequent service along Collins Avenue, so it can be assumed that these riders may be taking advantage of the free service provided by the Shuttle.

Evening ridership on Fridays and Saturdays is very low with, at most, two or three riders per round trip. The last trip never carries a passenger.

Bay Harbor Islands Shuttle

The Bay Harbor Islands Shuttle has the highest daily ridership of the three shuttles with 81 boardings last June, 2018 and estimated 104 boardings in February, 2019.

	<u>Avg. Boardings/Day</u>	<u>Avg. Boardings/Hour</u>
Weekdays	104	13.2

The Bay Harbor Shuttle easily meets the boardings per hour threshold recommended by Kimley-Horn for municipal circulators.

About one-third of the ridership travels outside of town limits to and from North Miami. The bus stops at NE 123 Street and Biscayne Boulevard, which serves a Walgreens store, have the highest ridership of the mainland bus stops. Also served along the North Miami segment is the heavily commercialized stretch of Biscayne Boulevard including with the Biscayne Commons shopping area and Target on NE 143 Street.

Nearly half of the total ridership board or disembark the Shuttle within the Town limits. The Surfside Publix is also a frequent destination of this route.

Very low ridership occurs on Broadview Island as only two riders (students) were observed using the Shuttle during the two days of surveying and counting riders by the FIU Team.

SERVICE ANALYSIS AND OBSERVATIONS

The FIU Team spent approximately 120 hours surveying, counting passengers, and observing the operation of the three shuttle routes. The current service is highly appreciated by the passengers and they gave the Shuttles high ratings for every service related characteristic of the on-board survey. Although the FIU Team observed the satisfaction of the riders, there are several concerns with the design, scheduling, and operation of the shuttles that affects the effectiveness of the service and may be restricting ridership.

Surfside Shuttle

- The Surfside Shuttle operates approximately every 30 minutes in the morning and every 40 minutes in the afternoon. Schedule performance data and observations indicated that there is too much time in the schedule resulting in the bus running early at several time points and having to kill time at the Surfside Publix. Schedule performance of this route is related to the boarding and disembarking time of older passengers at Stella Maris House. However, the average weekday round trip time is 28 minutes in the morning and 32 minutes in the afternoon. The Saturday service which operates from 8:00 a.m. to 1:30 p.m. required an average of 22 minutes for each round trip.
- The route alignment that the driver followed was consistent with every trip but was not the same as what is shown in the Surf-Bal-Bay brochure. Although the Surfside Shuttle is to serve the bus stop on 95th Street next to the Post Office, the driver would turn a block short

from Collins Avenue to 94th Street. If a passenger requested, the driver would then follow the route to 95th Street.

- Surfside does not have bus stop signage although the stops are shown in the Surf-Bal-Bay brochure. In general, the operator stops on hail or request along the route alignment west of Abbott Avenue. Along Collins Avenue, the Shuttle stopped to pick up or drop off passengers at existing Metrobus stops. The Collins Avenue bus stops do not include any decal or signage of being a Surfside Shuttle bus stop.
- There were suggestions in both the online and on-board surveys to extend the Surfside Shuttle further into Miami Beach. More feasible options are to transfer to a Metrobus Routes S and 115 or the Miami Beach Trolley North Loop and Collins Express at the Harding and 87th Street sheltered bus stop.
- The regular bus driver of the Surfside Shuttle shared that he has received suggestions from riders to extend the Shuttle to the Walgreens at Collins and 73rd Street. In addition, he has observed that ridership to/from Stella Maris House has declined from a year ago as younger residents are moving in with personal vehicles. The Surfside Shuttle connects with frequent, high ridership Metrobus routes operating along Collins Avenue.
- The bus used on the Surfside Shuttle has adequate A/C. However, in serving Stella Maris the bus must travel through the parking lot with speed bumps. Going over the speed bumps is very loud and jarring to the riders perhaps due to poor shock absorbers.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

Bal Harbour Shuttle

- The current route design of the Bal Harbour Shuttle has the bus entering all the driveways along Collins Avenue from 96th Street to the Haulover underpass. While this provides front door service for the residents and visitors, it adds an inordinate amount of travel time to the route. The schedule provides 17 to 25 minutes to travel the one mile from 96th Street to the Haulover underpass while entering all the driveways. An average of eight passengers per day board the Shuttle at the front door of the hotels and condos.
- The schedule of the Bal Harbour Shuttle can be confusing. Regular passengers may be familiar but tourists and new residents would find the schedule and route alignment complex. On each trip, the bus operates northbound on Collins Avenue into the driveways, heads back to the Surfside Publix on southbound Collins and Harding Avenues then returns northbound on Collins Avenue without serving the driveways unless a passenger on-board requests entry to a hotel or condo. The schedule shows no stops along northbound Collins

Avenue from the Publix to Sunny Isles Beach. Upon returning from Aventura Mall, the southbound bus U-turns at 95th Street and the operator takes a break. After the break, the Bal Harbour Shuttle returns to northbound Collins Avenue entering all the driveways.

- The door-to-door feature of the Bal Harbour Shuttle along Collins Avenue is not compatible with the fixed alignment operation of this route and is most likely limiting the number of passengers using the Shuttle daily.
- The alignment of the Bal Harbour Shuttle north of the Village overlaps frequent Metrobus service on Collins Avenue to the Aventura Mall.
- If the Bal Harbour Shuttle were to continue to serve Aventura, realigning the route alignment, in both directions to U.S. 1 to serve the bus terminal, instead of using West Country Club Drive, should save about five minutes of travel time.
- The bus used for the Bal Harbour Shuttle is in very good condition.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

Bay Harbor Islands Shuttle

- The route alignment and schedule of the Bay Harbor Islands Shuttle can be confusing to potential new riders. The first stop is Town Hall and the route loops through both Bay Harbor and Broadview Islands then heads back east to the Surfside Publix. Leaving Publix westbound, the Shuttle loops through Bay Harbor Island but does not serve Broadview Island on its way to North Miami. The map and schedule brochure does not adequately describe how this Shuttle route alignment is designed, however, there seemed to be minimal confusion except that some passengers asked the driver which way he was going.
- The route operates along Biscayne Boulevard southbound from Costco/Target/Publix in the inside lane and does not pick up riders, therefore, passengers must board a northbound trip to return to Bay Harbor Islands. The bus operator takes a 40 minute lunch break at Costco/Target/Publix at 12:49 p.m. so any passengers boarding to return to Bay Harbor Islands must wait through the lunch break.
- As mentioned in the Ridership Analysis, the route rarely picks up or drops off a passenger in Broadview Island and six minutes could be saved minutes in the schedule without the Broadview Island loop. The average walking time from the 96th Street stop to the far end of the north Broadview Island would be 10 minutes. The south Broadview Island would have a maximum walking time of five minutes. This change also would make the route easier to understand.

- Although there are some marked bus stops in Bay Harbor Islands, most of the riders hail or request the bus to stop.
- Section 31-102 of the County Code requires at least 70% of the route miles to be within the municipality limits. Appendix B contains information on Amended Section 31-102 of the Code of Miami-Dade County and Amended Section 29-124 of the Code of Miami-Dade County.

PROPOSED SERVICE PLAN

Based on the data and ridership analysis, the FIU team first developed a series of possible alternatives that included the service plans, headways, and span of service in the same range as the current operating cost. These options were submitted to the project management team prior to completion of the final report. With their feedback, a recommended service plan has been developed that consists of a combined fixed route shuttle serving the three municipalities and an on-demand (door-to-door) service. Based on the information gathering of this project and with attention for a more efficient operation, a new single fixed route called the Surf-Bal-Bay Shuttle for this study. The new route incorporates an improved alignment and better scheduling. The changes from each municipality operating its own shuttle route to the new Surf-Bal-Bay shuttle will reduce overall service hours and costs. This allows for the introduction of a new on-demand service that will provide door-to-door service throughout Bal Harbour, Bay Harbor Islands, and Surfside.

The new Surf-Bal-Bay shuttle route would operate with two minibuses every 60 minutes from 9:00 a.m. to 5:00 p.m., weekdays only. The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143rd Street and the Collins Avenue underpass in Bal Harbour. This new combined shuttle route would provide first mile/last mile capability for regional trips.

On-Demand low speed electric vehicles would provide door-to-door service throughout all three municipalities. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number.

Figure 16 shows the proposed Surf-Bal-Bay Shuttle route and Figure 17 is an enlarged area around Publix for easy visualization of the route and its turns. Appendix C depicts the proposed schedule for the new Surf-Bal-Bay Shuttle route.



Figure 16 Proposed Surf-Bal-Bay Shuttle Route



Figure 17 Surf-Bal-Bay Shuttle Route: Blown-up Area

Detailed reasoning for the proposed modifications to the current shuttle services of the Town of Surfside, Bal Harbour Village, and Town of Bay Harbor Islands into a new Surf-Bal-Bay Shuttle are as follows:

Surfside

- Ridership is low prior to 9:00 a.m. with about three boardings per trip. A 9:00 a.m. start time would be consistent with the start times of the current Bal Harbour and Bay Harbor Islands service.
- There is very little ridership in the ‘interior’ of Surfside west of Abbott Avenue. Rather than zig-zagging through this area, it is recommended to use Dickens Avenues between 93rd Street and 88th Street. This would save time and still provide service within walking distance (1/4 mile) for any riders in this area.
- With a library in Bay Harbor Islands, deleting the route segment from the Town line to the North Shore Library is recommended. The new Surf-Bal-Bay Shuttle would serve the Bay Harbor Islands Library. This new route would travel as far south as 85th Street from Harding to Collins Avenue enabling a connection to the Miami Beach Trolley at Harding and 87th Street. Those wishing to go to the North Shore Library can transfer to Metrobus or the Miami Beach Trolley. The new On-Demand service could also provide service to the Library.
- Add designated bus stops for the Surf-Bal-Bay Shuttle along Collins Avenue to serve the hotels and condominiums with signage or decals at existing County bus stops. New bus stops on Collins Avenue are suggested at 89th Street in front of the Mirage and between 91st Street and 92th Street to fill in the gaps of existing Metrobus stops.

Bal Harbour

- The northbound route on Collins Avenue from 96th Street to Haulover Bridge Underpass would stay on Collins instead of turning into every hotel and condo driveway. The Surf-Bal-Bay shuttle can serve County bus stops along Collins Avenue. The current Bal Harbour Shuttle schedule takes too much time to travel along this short section of condos and hotels to the Surfside Publix. About eight passengers per day are boarding the Shuttle inside the driveways off of Collins. The new Surf-Bal-Bay route will provide much more efficient service. Those riders needing front door service will have available the new On-Demand service.
- Later evening service on Fridays and Saturdays after 5:00 p.m. would be discontinued. Nearly all the ridership, which is very minimal, of the evening Friday and Saturday trips

are not coming from or going to Bal Harbour. If someone wants to travel to or from Aventura on Friday and Saturday evenings, Metrobus has service approximately every 15 minutes.

- The current service on the Bal Harbour Shuttle from Haulover to Aventura Mall would be discontinued. Metrobus provides alternative service along Collins Avenue to Aventura Mall about every 15 minutes.

Bay Harbor Islands

- The current Bay Harbor Islands shuttle service to Broadview Island would not be served by the new Surf-Bal-Bay Shuttle. However, the On-Demand vehicles would provide service to the entire island. Ridership checks of every trip found only two riders used the service on Broadview Island. Discontinuing this segment of the route will save time and make the route simpler for passengers.
- Costco moved their store to NE 151st Street east of Biscayne Blvd. Bal Harbor Islands is now providing separate service to Costco twice a week. Expansion of this special service is being discussed with Surfside and Bal Harbour. This is a better solution than operating every trip of the Surf-Bal-Bay Shuttle to Costco, since it would add 10 minutes to the round trip schedule.

On-Demand Service

On-Demand service using low speed electric vehicles has become very popular in several municipalities in Miami-Dade County. The service providers use the latest technology to monitor and streamline the service. The vehicles have no emissions and are very quiet. It is recommended that the vehicles be ADA compliant and one local provider uses a ramp and removes one or two seats for a disabled passenger.

Miami-Dade County adopted an ordinance in 2018 that authorized the use of surtax funds for On-Demand transportation services. The use of surtax funding for on-demand services is limited to trips no greater than a five miles and with the origin or destination be within municipal boundaries. The Miami-Dade County officials consulted for this project seem agreeable to combining the three municipalities into a single transit region.

On-Demand service is flexible to adjust service for the ridership demand that will be generated. The number of vehicles can be modified based on the amount of ridership for a specific day or time period. For example, if ridership is high in the afternoon peak another vehicle could be added and if ridership is low on weekend mornings, the number of vehicles may be reduced. The providers of low speed electric vehicles use technology to track their vehicles to provide real-time information of location and the number of passengers.

On-Demand service would provide First Mile/Last Mile service within the three municipalities. The On-Demand service recommended for Surfside, Bal Harbour, and Bay Harbor Islands along with the proposed minibus route would encourage more ridership of the County public transportation system.

Although it is likely that on-demand, door-to-door service will be accepted by existing riders; a trial period is suggested for those not familiar with this type of service. If a contractor who provides low speed electric on-demand service is willing, a no-cost demonstration should be requested to work out any initial complications with the new type of service.

Low Speed Electric Vehicle Operators

Two local operators of low speed electric vehicles have been providing service in Miami-Dade County. They are Freebee and U-Ride which provide on-demand service using a smartphone app or telephone request.

Freebee

Freebee uses electric transportation that promotes energy efficient service. Their service is currently being used by other municipalities and areas within Miami-Dade County such as Coral Gables, Key Biscayne, Miami, Miami Beach, Wynwood, Downtown, Brickell, Miami Lakes, Coconut Grove, and Hallandale Beach. It is also being tested by other municipalities such as Doral as a means of filling the first and last mile gap by operating as a feeder to the existing transit service.

Freebee provided special service in Surfside to hotels, parking lots, and venue (96th Street Park) for the Paddletopia event in 2019.

The following is the website for Freebee: <https://ridefreebee.com/>

U-Ride

A similar service is U-Ride which provides on-demand transportation service like a taxi, Uber or Lyft in Miami-Dade County. The vehicles are electric and can be used as complementary transportation service.

U-Ride provided special service in Surfside to hotels, parking lots, and venue (96th Street Park) for the Paddletopia event in 2018 and ran a pilot project in Surfside to hotels and the business district in Jan/Feb 2019.

The following is the website for U-Ride: <https://theuride.com/>

Based on the feedback from the three municipalities, a demonstration project should be considered to test the viability of the on-demand system using low speed electric vehicles.

First Mile/Last Mile

An obstacle to public transportation usage is that it's not always accessible for the beginning and end of a person's trip. This dilemma when the distance to or from a public transit stop or station exceeds a person's comfortable walking distance is commonly referred to as the First Mile/Last Mile problem. In general, most prospective transit riders are willing to walk up to ¼ of a mile at the start or end of their trip. Distances greater than ¼ of a mile, poor weather, or walking surfaces in poor condition can make it a challenge to use public transportation.

An emerging solution to the First Mile/Last Mile problem is Microtransit, which is a multi-passenger transportation service with smaller vehicles. In Miami-Dade County, many municipalities are including on-demand transit service to provide First Mile/Last Mile connection. In most cases, the on-demand service is being provided by low-speed electric vehicles. Microtransit companies such as Freebee and U-Ride embrace the latest technology such as smartphone apps and real-time tracking information to provide door-to-door service within minutes of a service request.

Surfside, Bal Harbour, and Bay Harbor Islands are bracketed by two major north-south corridors: U.S. 1 (Biscayne Boulevard) and A1A (Collins Avenue). The U.S. 1 Corridor, which is heavily traveled with high transit (Routes 3 and 93MAX) ridership, is one of the Miami-Dade County SMART Plan corridors, both local and regional for future rapid transit. Although the A1A corridor, is not one of the SMART Plan corridors, it does have very frequent Metrobus service (Routes S and 120 Beach MAX) with more than 15,000 boardings per day from Aventura Mall to South Beach. Improved connectivity between these two major transportation corridors and residents and visitors of these three municipalities would have a positive impact on the SMART Plan.

The recommended service plan to create the Surf-Bal-Bay Shuttle would connect to both the U.S. 1 and A1A Corridors. The new combined Shuttle system and On-Demand service will provide First Mile/Last Mile service within the municipalities to and from transit hubs along these corridors.

Mount Sinai Medical Center

There have been requests to extend shuttle service to the Mount Sinai Medical Center on Alton Road. There are more cost effective options to provide service to Town residents wishing to travel to Mount Sinai as follows:

1. Transfer from the potential Surf-Bal-Bay Shuttle serving the three municipalities to Metrobus Route 115. The transfer point would be at the sheltered bus stop on Harding

Avenue and 87 Street right before the entrance into Stella Maris. Route 115 serves the Medical Center every hour on weekdays.

2. On-Demand transportation service in Miami-Dade County is limited to trip distance no greater than five miles. This is the approximate distance from the center of the Town of Surfside to the Mount Sinai Medical Center.
3. Sunny Isles Beach provides free transportation with two daily round trips to and from Mount Sinai Medical Center on Monday, Wednesday, and Fridays. This service requires for Sunny Isles Beach residents to make reservations for the service. Although Surfside has requested participation with the Sunny Isles Beach service in the past without success, they may wish to try one more time.

Haulover Skate Park

The Haulover Skate Park is on the east side of the park between the Haulover bridge and the traffic signal to Haulover Marina. An option may be to use public transportation to the Skate Park is Metrobus Route S or the Route 120 Beach MAX. Metrobus vehicles have bike racks on the front of all buses. There is a northbound stop next to the skate park; however, getting to the southbound stop by crossing Collins Avenue may not safe.

Extending the proposed Surf-Bal-Bay Shuttle is another option. Even so, it is suggested to extend the Surf-Bal-Bay Shuttle only on weekends and holidays. The Shuttle could drop off and pick up riders at the same northbound stop, however, to return southbound, a U-turn would be needed west of Collins on the Marina roadways. It is estimated that the additional travel time to the Surf-Bal Bay route would be 7 to 8 minutes which may require changing the weekend frequency from 60 to 65 minutes.

On-demand vehicles are too small for bicycles but should be OK for skateboards. Perhaps one or two bicycles could be brought onto a minibus but that may be hazardous if the bus makes a sudden stop.

CONCLUSIONS AND RECOMMENDATIONS

The Town of Surfside, Bal Harbour Village, and the Town of Bay Harbor Islands provide mobility to its residents and visitors connecting them to municipal offices, libraries, and popular shopping areas. However, the three municipalities realized that there was room for improvement with the current transit service to develop a more efficient and cost-effective system with better service to all three communities. An efficient transit system should provide mobility through reliable, safe, comfortable, and accessible service to its residents and visitors. The main objective of this project is to recommend a more efficient and cost-effective public transportation operation for Surfside, Bal Harbour, and Bay Harbor Islands that better meets improves the mobility of residents and visitors.

This report documents all aspects of this study with feedback from the community and reviews and comments from representatives of the three municipalities. The following are the key findings of this study:

- The three municipalities currently coordinate their systems with a central transfer point (Surfside Publix), and a single transit information brochure.
- All three shuttle routes were rated highly by the passengers.
- Ridership for the Bay Harbor Islands Shuttle is reasonable, while the Surfside Shuttle is a little lower. The Bal Harbour Shuttle has low ridership especially in light that there are more service hours per week as compared to the Surfside and Bal Harbor Islands Shuttles.
- The County has approved the use of surtax proceeds for On-Demand service. Door-to door service would be significant upgrade for the residents and visitors of the three municipalities.

Recommended Service Plan

The recommendation of this study is to implement a combination of fixed route service along with on-demand vehicles providing door-to-door service. The existing three shuttles operated by Surfside, Bal Harbour, and Bay Harbor Islands would be merged into a single fixed route shuttle serving all three municipalities. The new merged route, called the Surf-Bal-Bay Shuttle for this study, would operate with two minibuses every 60 minutes from 9:00 a.m. to 5:00 p.m., weekdays only. The route terminuses would be from the North Miami Target store on Biscayne Boulevard/NE 143 Street and the Collins Avenue underpass in Bal Harbour.

In addition, a new on-demand service using low speed electric vehicles would provide door-to-door service throughout all three municipalities including the Biscayne Boulevard corridor to NE 151 Street and along the Collins/Harding Avenues to 72 Street. Two vehicles would be assigned to provide the on-demand service from 9:00 a.m. to 5:00 p.m., seven days a week. Passengers would request a ride through an app on their smartphone or by calling a phone number. The combination of the new Surf-Bal-Bay Shuttle with the proposed on-demand service would provide

more attractive and efficient transit options within the local communities and an effective first mile/last mile service to the regional transit system. Both the new Shuttle and the on-demand service could connect with the proposed NE 125 Street Station of the future SMART Plan Northeast Corridor.

There should be some routing changes to the new fixed route shuttle for more efficient service as follows:

- The current service on the Bal Harbour Shuttle from Haulover to Aventura Mall would be discontinued. Metrobus provides alternative service along Collins Avenue to Aventura Mall approximately every 15 minutes.
- The current Bay Harbor Islands shuttle service to Broadview Island would not be served by the new Surf-Bal-Bay Shuttle; however, the on-demand vehicles would provide service to the entire island.
- The minibus service provided by the Surfside Shuttle to the North Beach Library in Miami Beach would be discontinued, but the North Beach Library would continue to be served with the new on-demand service.
- The new Surf-Bal-Bay minibus route would serve the Bay Harbor Islands branch library. Because of low ridership, a minor modification of the fixed route service in Surfside would be to operate along Dickens Avenue instead of the current winding Surfside Shuttle alignment west of Harding Avenue.

The new on-demand service using low speed electric vehicles has become very popular in several municipalities of Miami-Dade County. The service providers use the latest technology to monitor and streamline the service. The vehicles have no emissions and are very quiet. It is recommended that the vehicles be ADA compliant. One local provider uses a ramp and removes one or two seats for a disabled passenger. If possible, a no-cost demonstration period should be requested to allow residents to become familiar with new type of service and to assure that it will be accepted especially by current shuttle riders.

Resource Impacts of Recommended Plan

The estimated resource impact of the Recommended Service Plan would be two minibuses and two on-demand vehicles. The estimated hourly cost for the minibus service is based on the average of the current hourly costs for the Surfside and Bal Harbour Shuttles. The on-demand service would operate within the boundaries of the three municipalities with extensions to Biscayne Boulevard and NE 151 Street on the mainland and along Collins/Harding Avenues to 72 Street in Miami Beach. With on-demand service operating on Biscayne Boulevard, one of the two on-demand vehicles would need to be the XL vehicle to allow operation on roadways (Biscayne Boulevard) with speed limits that exceed 35 mph. The XL vehicle, which also has more seating, will increase total costs slightly. The estimated cost for the on-demand service is based on information provided from a local on-demand operator.

Number of Minibuses: 2
Minibus Hours/year: 4,080
Estimated Cost per hour: \$43.00

Number of on-demand vehicles: 2
On-demand hours/year: 5,840
Estimated Cost per hour: Standard Vehicle \$29.55 w/ advertising \$33.88/hour w/o advertising
XL Vehicle \$36.48 w/ advertising \$42.25/hour w/o advertising

Estimated Annual Cost: \$368,200 w/ advertising
Estimated Annual Cost: \$397,700 w/o advertising

Action Steps

It is recommended that, to provide better service to the citizens and visitors of Town of Surfside, Bal Harbour Village, and Town of Bay Harbor Islands, the following action steps should be performed:

- Apply for Pilot/Demonstration Projects such as FDOT's Service Development grant.
- Contact CITT to advise of planned changes to current service and to ensure compliance.
- Public hearings with each Council/Commission with advance notice to residents and current passengers.
- Coordinate with Miami-Dade DTPW to prepare amendment(s) to the existing interlocal agreements, preferably a new single interlocal agreement for all three municipalities.
- If approved by each Council/Commission, commence the procurement process for On-Demand service using low speed electric vehicles either jointly or separately. Consider including a free demonstration with opt-out clause during demo period.
- Meet with current Shuttle operators to advise of the changes in service and either renegotiate or terminate the current agreements with preparation of a new one.
- If changes to fixed route service are accepted, have route operator(s) drive the route to familiarize with the new alignment and to make sure that all turns can be made safely.
- Install or modify bus stop signage along the fixed route shuttle alignment. Stop on hail is reasonable for roadways with light traffic. Major roads such as Collins, Harding, 96 Street, and Biscayne Blvd. should have signed bus stops.

- Prepare a new route/schedule brochure in both English and Spanish including information on how to request and use the on-demand service.
- Promote service changes in Town newsletters and social media and print handouts in English and Spanish to be distributed to passengers by the drivers.
- Update websites with the new transit service changes, including maps, schedules, and on-demand service information
- Prepare maps, schedules, and on-demand service information for Miami-Dade DTPW to include in the County information system.
- Miami-Dade County requires real time tracking equipment for fixed routes and implementation should be synchronized with the start of the new service.
- Arrange for a kick-off event for first day of service including government officials, celebrities, free gifts, discount coupons, etc.
- For the first few days, have city staff riding the modified fixed route to assist passengers with new routing and the on-demand service.

Future Considerations

It is also suggested that the following items be considered to improve the transit service provided:

- Develop standards and a monitoring plan to measure the effectiveness of the new system. Also record and respond to all complaints and comments to determine public acceptance. It is suggested that for effective monitoring of the transit service, the following service standards, need to be taken in consideration: riders per service hour, daily/monthly/yearly ridership, on-time performance, and cost per service hour.
- Provide benches and shelters at locations with high passenger activity.
- Promote the service through marketing campaigns such as website announcement or community newsletters.
- Continue to coordinate with Miami-Dade County and the CITT.

- Consider the use of available technology for vehicle tracking and passenger counting systems. Miami-Dade County passed an ordinance for all municipal systems have a tracking system compatible with the County's system. In addition, ridership counts must be reported to the County on a regular basis.
- Monitor services and conduct periodical surveys to assess the changes in ridership and preferences.

APPENDIX A

On-Board Surveys (English and Spanish) for

Town of Surfside, Bal Harbour Village, and Bay Harbor Islands

On-Board Survey - Surfside Shuttle

Date_____

Surveyor's Initials_____

Time_____

The Town of Surfside needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Surfside Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?

a) Walked_____ blocks b) Drove or Dropped Off_____

c) Transferred from another bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

3. Where are you coming from?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

4. Where are you going on this trip?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

5. Where will you get off the Surfside Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

a) Walk_____ blocks

b) Drive or Dropped Off_____

c) Transfer to another bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share ☐ Other_____

7. Why are you using the Surfside Shuttle today?

a) I don't drive_____ b) No car available_____

c) Shuttle is convenient_____

d) Shuttle is economical_____

e) Traffic/Parking is a problem_____

8. Are you a full-time or seasonal resident of Surfside?

☐ Yes ☐ No

- If No, do you reside (or a visitor) in one of the following?

☐ Bal Harbour

☐ Bay Harbor Islands

☐ Miami Beach

☐ Other_____

9. How often do you ride the Surfside Shuttle?

a) Every Day_____

b) 2 or more days per week_____

c) Once a week_____

d) 1 to 3 days per month_____

e) This is my first time_____

10. What other places either within or outside of the Town would you like the Surfside Shuttle to travel to?

11. How would you rate the Surfside Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements that you would like for the Surfside Shuttle?
(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops_____

Fewer stops_____

More shuttle routes to other areas_____

Earlier or later hours of service_____

More bus shelters and benches_____

More frequent service_____

Weekend service_____

Other_____

13. What is your age?

☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Do you have any comments?_____

Encuesta – Bus de Surfside

Fecha_____

Iniciales del Encuestador_____

Hora_____

La ciudad de Surfside necesita su asistencia para proporcionar un mejor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordastes el bus de Surfside?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?
a) Caminé_____ cuadras b) Conduje or me dejaron_____ c) Me transferí de otro bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro_____

3. ¿De dónde vienes?

a) Casa_____ b) Trabajo_____ c) Escuela_____

d) De compras_____ e) Médico_____ f) Otro_____

4. ¿A dónde vas en este viaje?

a) Casa_____ b) Trabajo_____ c) Escuela_____

d) De compras_____ e) Médico_____ f) Otro_____

5. ¿Dónde te bajarás del autobús de Surfside?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?

a) Caminaré_____ cuadras

b) Conduciré o me llevarán_____

c) Me transferiré a otro bus:

☐ Bal Harbour Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Viaje compartido ☐ Otro_____

7. ¿Porqué estás usando el bus de Surfside hoy?

a) No conduzco_____ b) No hay un auto disponible_____ c) El bus es conveniente_____

d) El bus es económico_____

e) El tráfico/estacionamiento es un problema_____

8. ¿Es usted residente permanente o temporal de Surfside?

☐ Sí ☐ No

- Si No eres residente de Surfside, ¿resides (o eres un visitante) en uno de los siguientes?

☐ Bal Harbour

☐ Bay Harbor Islands

☐ Miami Beach ☐ Otro_____

9. ¿Con qué frecuencia usas el bus de Surfside?

a) Todos los días_____

b) Dos o más días por semana_____

c) Una vez por semana_____

d) Uno a tres días por mes_____

e) Esta es mi primera vez_____

10. ¿A qué otros lugares, ya sea dentro o fuera de la Ciudad, te gustaría que viajara el bus de Surfside?

11. ¿Cómo calificaría el bus de Surfside?

	Muy Bueno	Bueno	Regular	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Surfside?

(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)

Más paradas_____

Menos paradas_____

Más rutas de transporte a otras áreas_____

Horas de servicio más temprano o más tarde_____

Más paradas de autobuses y bancos_____

Servicio más frecuente_____

Servicio de fin de semana_____

Otro_____

13. ¿Cuál es tu edad?

☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

¿Tienes algún comentario?_____

On-Board Survey - Bal Harbour Shuttle

Date_____

Surveyor's Initials_____

Time_____

Bal Harbour Village needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Bal Harbour Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?

a) Walked_____ blocks b) Drove or Dropped Off_____

c) Transferred from another bus:

☐ Surfside Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share

☐ Other_____

3. Where are you coming from?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

4. Where are you going on this trip?

a) Home_____ b) Work_____ c) School_____

d) Shopping_____ e) Medical_____ f) Other_____

5. Where will you get off the Bal Harbour Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?

a) Walk_____ blocks

b) Drive or Dropped Off_____

c) Transfer to another bus:

☐ Surfside Shuttle

☐ Bay Harbor Islands Shuttle

☐ Miami Beach Trolley

☐ Metrobus

☐ Ride Share

☐ Other_____

7. Why are you using the Bal Harbour Shuttle today?

a) I don't drive_____ b) No car available_____

c) Shuttle is convenient_____

d) Shuttle is economical_____

e) Traffic/Parking is a problem_____

8. Are you a full-time/seasonal resident of Bal Harbour?

☐ Yes ☐ No

- If No, do you reside (or a visitor) in one of the following?

☐ Surfside

☐ Bay Harbor Islands

☐ Miami Beach

☐ Other_____

9. How often do you ride the Bal Harbour Shuttle?

a) Every Day_____

b) 2 or more days per week_____

c) Once a week_____

d) 1 to 3 days per month_____

e) This is my first time_____

10. What other places either within or outside of Bal Harbour would you like the Shuttle to travel to?

11. How would you rate the Bal Harbour Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements

that you would like for the Bal Harbour Shuttle?

(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops_____

Fewer stops_____

More shuttle routes to other areas_____

Earlier or later hours of service_____

More bus shelters and benches_____

More frequent service_____

Weekend service_____

Other_____

13. What is your age?

☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Do you have any comments?_____

Encuesta – Bus de Bal Harbour

Fecha_____

Iniciales del Encuestador_____

Hora_____

La ciudad de Bal Harbour necesita su asistencia para proporcionar un mejor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Bal Harbour?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?
a) Caminé_____ cuadras b) Conduje or me dejaron_____ c) Me transferí de otro bus:
☐ Surfside Shuttle
☐ Bay Harbor Islands Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro_____
3. ¿De dónde vienes?
a) Casa_____ b) Trabajo_____ c) Escuela_____ d) De compras_____ e) Médico_____ f) Otro_____
4. ¿A dónde vas en este viaje?
a) Casa_____ b) Trabajo_____ c) Escuela_____ d) De compras_____ e) Médico_____ f) Otro_____
5. ¿Dónde te bajarás del autobús de Bal Harbour?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al lugar de tu destino desde la parada del bus?
a) Caminaré_____ cuadras
b) Conduciré o me llevarán_____ c) Me transferiré a otro bus:
☐ Surfside Shuttle
☐ Bay Harbor Islands Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro_____
7. ¿Porqué estás usando el bus de Bal Harbour hoy?
a) No conduzco_____ b) No hay un auto disponible_____ c) El bus es conveniente_____ d) El bus es económico_____ e) El tráfico/estacionamiento es un problema_____
8. ¿Es usted residente de Bal Harbour?
☐ Sí ☐ No

Si No eres residente de Bal Harbour, ¿resides (o eres un visitante) en uno de los siguientes?

- ☐ Surfside
☐ Bay Harbor Islands
☐ Miami Beach ☐ Otro_____

9. ¿Con qué frecuencia usas el bus de Bal Harbour?
a) Todos los días_____ b) Dos o más días por semana_____ c) Una vez por semana_____ d) Uno a tres días por mes_____ e) Esta es mi primera vez_____
10. ¿A qué otros lugares, ya sea dentro o fuera de la Ciudad, te gustaría que viajara el bus de Bal Harbour?

11. ¿Cómo calificaría el bus de Bal Harbour?

	Muy Buena	Buena	Así	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te gustaría para los buses de Bal Harbour?
(1 - la más importante; 2 - la segunda más importante; y 3 - la tercera mejora más importante)
Más paradas_____
Menos paradas_____
Más rutas de transporte a otras áreas_____
Horas de servicio más temprano o más tarde_____
Más paradas de autobuses y bancos_____
Servicio más frecuente_____
Servicio de fin de semana_____
Otro_____

13. ¿Cual es tu edad?
☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

¿Tienes algún comentario?_____

On-Board Survey - Bay Harbor Islands Shuttle

Date_____

Surveyor's Initials_____

Time_____

The Town of Bay Harbor Islands needs your assistance to provide improved bus service. Please help us serve you better by completing this survey and returning to the Surveyor. Thank you for your feedback!

1. Where did you board the Bay Harbor Islands Shuttle?
(nearest intersection or major place)

2. How did you get to this shuttle stop?
a) Walked_____ blocks b) Drove or Dropped Off_____
c) Transferred from another bus:
☐ Surfside Shuttle
☐ Bal Harbour Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Ride Share ☐ Other_____

3. Where are you coming from?
a) Home_____ b) Work_____ c) School_____
d) Shopping_____ e) Medical_____ f) Other_____

4. Where are you going on this trip?
a) Home_____ b) Work_____ c) School_____
d) Shopping_____ e) Medical_____ f) Other_____

5. Where will you get off the Bay Harbor Islands Shuttle?
(nearest intersection or major place)

6. After you get off this bus, how will you get from the shuttle stop to the place you are going to?
a) Walk_____ blocks
b) Drive or Dropped Off_____
c) Transfer to another bus:
☐ Surfside Shuttle
☐ Bal Harbour Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Ride Share ☐ Other_____

7. Why are you using the Bay Harbor Islands Shuttle?
a) I don't drive_____ b) No car available_____
c) Shuttle is convenient_____
d) Shuttle is economical_____
e) Traffic/Parking is a problem_____

8. Are you a resident of Bay Harbor Islands?
☐ Yes ☐ No

Do you have any comments?_____

If No, do you reside (or a visitor) in one of the following?

- ☐ Surfside
☐ Bal Harbour
☐ Miami Beach
☐ Other_____

9. How often do you ride the Bay Harbor Islands Shuttle?
a) Every Day_____
b) 2 or more days per week_____
c) Once a week_____
d) 1 to 3 days per month_____
e) This is my first time_____

10. What other places either within or outside of Bay Harbor Islands would you like the Shuttle to travel to?

11. How would you rate the Bay Harbor Islands Shuttle?

	Very Good	Good	Fair	Poor
Buses on time/Reliability				
Frequency of bus service				
Hours of service				
Cleanliness of buses				
Buses' Air Conditioning				
Driver Friendliness				
Location of bus stops				
Safety/Security				

12. What are the three most important improvements you would like for the Bay Harbor Islands Shuttle?
(1- the most important; 2- the second most important; and 3- the third most important improvement)

More stops_____
Fewer stops_____
More shuttle routes to other areas_____
Earlier or later hours of service_____
More bus shelters and benches_____
More frequent service_____
Weekend service_____
Other_____

13. What is your age?
☐ Under 18 ☐ 18-54 ☐ 55-65 ☐ Over 65

Encuesta – Bus de Bay Harbor Islands

Fecha_____

Iniciales del Encuestador_____

Hora_____

La ciudad de Bay Harbor Islands necesita su asistencia para proporcionar un mejor servicio de autobuses. Por favor ayúdenos a servirle mejor completando esta encuesta y regresándola al Encuestador. ¡Gracias por sus comentarios!

1. ¿Dónde abordaste el bus de Bay Harbor Islands?
(intersección más cercana o lugar principal)

2. ¿Cómo llegaste a esta parada de autobús?
a) Caminé_____ cuadras b) Conduje or me
dejaron_____ c) Me transferí de otro bus:

☐ Surfside Shuttle
☐ Bal Harbour Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro_____

3. ¿De dónde vienes?

a) Casa_____ b) Trabajo_____ c) Escuela_____
d) De compras_____ e) Médico_____ f) Otro_____

4. ¿A dónde vas en este viaje?

a) Casa_____ b) Trabajo_____ c) Escuela_____
d) De compras_____ e) Médico_____ f) Otro_____

5. ¿Dónde te bajarás del autobús de Bay Harbor Islands?
(intersección más cercana o lugar principal)

6. Después de bajarse de este bus, ¿Cómo llegarás al
lugar de tu destino desde la parada del bus?

a) Caminaré_____ cuadras
b) Conduciré o me llevarán_____
c) Me transferiré a otro bus:
☐ Surfside Shuttle
☐ Bal Harbour Shuttle
☐ Miami Beach Trolley
☐ Metrobus
☐ Viaje compartido ☐ Otro_____

7. ¿Porqué estás usando el bus de Bay Harbor Islands?

a) No conduzco_____ b) No hay un auto
disponible_____ c) El bus es conveniente_____
d) El bus es económico_____
e) El tráfico/estacionamiento es un problema_____

8. ¿Es usted residente de Bay Harbor Islands?

☐ Sí ☐ No

¿Tienes algún comentario?_____

- Si No eres residente de Bay Harbor Islands, ¿resides (o
eres un visitante) en uno de los siguientes?

☐ Surfside
☐ Bal Harbour
☐ Miami Beach ☐ Otro_____

9. ¿Con qué frecuencia usas el bus de Bay Harbor
Islands?

a) Todos los días_____
b) Dos o más días por semana_____
c) Una vez por semana_____
d) Uno a tres días por mes_____
e) Esta es mi primera vez_____

10. ¿A qué otros lugares, dentro o fuera de la Ciudad, te
gustaría que viajara el bus de Bay Harbor Islands?

11. ¿Cómo calificaría el bus de Bay Harbor Islands?

	Muy Bueno	Bueno	Así	Deficiente
Puntualidad de los buses				
Frecuencia del servicio				
Horas de servicio				
Limpieza de los autobuses				
Aire acondicionado				
Amabilidad del conductor				
Ubicación de las paradas				
Seguridad				

12. ¿Cuáles son las tres mejoras más importantes que te
gustaría para los buses de Bay Harbor Islands?

(1 - la más importante; 2 - la segunda más importante;
y 3 - la tercera mejora más importante)

Más paradas_____
Menos paradas_____
Más rutas de transporte a otras áreas_____
Horas de servicio más temprano o más tarde_____
Más paradas de autobuses y bancos_____
Servicio más frecuente_____
Servicio de fin de semana_____
Otro_____

13. ¿Cual es tu edad?

☐ Menos de 18 ☐ 18-54 ☐ 55-65 ☐ Más de 65

APPENDIX B

Amended Section 31-102 of the Code of Miami-Dade County

Amended Section 29-124 of the Code of Miami-Dade County

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(A)
10-2-18

ORDINANCE NO. _____

ORDINANCE RELATING TO MUNICIPAL CIRCULATORS;
AMENDING SECTION 31-102 OF THE CODE OF MIAMI-
DADE COUNTY, FLORIDA; REQUIRING MUNICIPALITIES
TO PROVIDE CIRCULATOR ROUTE INFORMATION FOR
INTEGRATION INTO THE COUNTY'S TRANSIT TRACKER
APPLICATION AND TRANSIT RIDERSHIP INFORMATION
TO THE COUNTY; REQUIRING COUNTY AND MUNICIPAL
TRANSIT RIDERSHIP DATA REPORTS; PROVIDING
SEVERABILITY, INCLUSION IN THE CODE, AND AN
EFFECTIVE DATE

WHEREAS, many municipalities in Miami-Dade County are providing circulator service within their municipal boundaries pursuant to section 31-113 of the Code of Miami-Dade County, Florida and through an interlocal agreement with the County; and

WHEREAS, said service has proven popular with the residents of and visitors to the County; and

WHEREAS, the County currently has a smartphone transit tracker application that allows transit patrons to, among other things, find information regarding Metrobus routes and current time of arrival for Metrorail, Metromover, and Metrobus; and

WHEREAS, integrating the municipal circulator service information as part of the County transit application would provide for better mobility options and help Miami-Dade County and municipal transit services serve as one complementary system; and

WHEREAS, analyzing transit ridership information from Miami-Dade County and municipal transit services in a holistic manner helps transit planners and policymakers make better informed decisions regarding the provision of transit services within Miami-Dade County,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 31-102 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 31-102. Definitions.

For the purposes of this article, the following definitions shall apply:

* * *

- (f) *Circulator* service means the provision of fixed route or semi-fixed route transportation service where at least 70 percent of the route is within 1 municipality. Motor vehicles owned, operated by or operated under contract with a municipality in a local public transportation system may provide circulator service when authorized by an interlocal agreement with Miami-Dade County which has been approved by the Board of County Commissioners. The interlocal agreement and any certificate of transportation, chauffeur's registration and permit issued to provide circulator service pursuant to an interlocal agreement shall require, among other things, that the municipality, operator, vehicles and chauffeurs comply with safety, mechanical and vehicular standards mandated by the Department of Transportation and Public Works, and any applicable state or federal requirements. >>Additionally, for any new interlocal agreement or any amendment to an existing interlocal agreement, the agreement (1) must include a provision requiring that the municipality provide to the County the municipality's real time circulator service route information in a format approved by the Department of Transportation and Public Works, or its successor department, such as provided by a Global Positioning System, and which is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third party applications, and (2) must include a provision requiring municipalities to provide

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

to the County on a quarterly basis municipal daily transit ridership data for both circulator and on-demand services<< >>and a description of any area within the municipal boundaries not being serviced by the municipal transit services<<² >>. Said data shall be due to the County within 15 days from the end of the corresponding quarter. Within 30 days of receipt of the information from a municipality, the County Mayor or County Mayor's designee shall place a report showing the municipal transit service ridership information, in addition to County transit ridership information for the corresponding quarter, on an agenda of the Board of County Commissioners pursuant to Ordinance No. 14-65.<< Where a municipality intends to provide circulator service pursuant to a contract with a third party, said municipality shall give Miami-Dade County the opportunity to submit a bid or proposal to provide that transportation service.

* * *

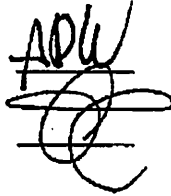
Section 2. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

² Committee amendments are indicated as follows: Words double stricken through and/or [[double bracketed]] are deleted, words double underlined and/or >>double arrowed<< are added.

Section 3. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

A handwritten signature in black ink, appearing to read 'APL', with a large, stylized flourish underneath.

Prepared by:

Annery Pulgar Alfonso

Prime Sponsor:	Commissioner Daniella Levine Cava
Co-Sponsors:	Vice Chairwoman Audrey M. Edmonson
	Commissioner Eileen Higgins
	Commissioner Dennis C. Moss
	Commissioner Rebeca Sosa

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(B)
1-23-19

ORDINANCE NO. _____

ORDINANCE RELATING TO THE PEOPLE'S
TRANSPORTATION PLAN AND CHARTER COUNTY
TRANSPORTATION SYSTEM SURTAX FUNDS; AMENDING
SECTION 29-124 OF THE CODE OF MIAMI-DADE COUNTY,
FLORIDA, BY A TWO-THIRDS VOTE OF THE COMMISSION
MEMBERSHIP; REQUIRING MUNICIPALITIES TO ENTER
INTO AN INTERLOCAL AGREEMENT WITH THE COUNTY
AUTHORIZING THE USE OF CHARTER COUNTY
TRANSPORTATION SYSTEM SURTAX FUNDS FOR
ON-DEMAND TRANSPORTATION SERVICES; IMPOSING
CERTAIN REQUIREMENTS FOR THE AGREEMENT;
PROVIDING SEVERABILITY, INCLUSION IN THE CODE,
AND AN EFFECTIVE DATE

WHEREAS, section 29-124 of the Code of Miami-Dade County, Florida (the "Code"),
provides that municipalities may fund on-demand transportation services as defined in section
212.055(1)(e), Florida Statutes, with their share of surtax proceeds; and

WHEREAS, on-demand transportation services when coordinated with existing County
transit services may augment transportation options and provide for better mobility solutions for
heavily congested areas; and

WHEREAS, requiring municipalities to coordinate with the County in order to provide
for an implementation plan for surtax funded on-demand transportation services will promote the
efficient use of surtax funds; and

WHEREAS, this Board wishes to ensure that on-demand transportation services funded
by surtax proceeds enhance existing transit services and function as a first-and-last mile solution
for County residents and visitors,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 29-124 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

**Sec. 29-124. - Special fund created; uses of surtax proceeds; and
role of Citizens' Independent Transportation
Trust.**

The surtax proceeds collected by the State and distributed hereunder shall be deposited in a special fund set aside from other County funds in the custody of the Finance Director of the County. Moneys in the special fund shall be expended for the transportation and transit projects (including operation and maintenance thereof) set forth in Exhibit 1 to this article (including those projects referenced in the ballot question presented to the electors to approve this levy) and the adopted Five Year Implementation Plan, subject to any amendments thereto made in accordance with the Transportation Planning Organization ("TPO") process or made in accordance with the procedures specified in subsection (d) of this section.

Expenditure of surtax proceeds for contracts procured by or on behalf of Miami-Dade Transit or for transit-related procurements shall be subject to the following limitations:

* * *

- (h) Twenty percent of surtax proceeds shall be distributed annually to those cities existing as of November 5, 2002 that meet the following conditions:
 - (i) That continue to provide the same level of general fund support for transportation that is in their FY 2001-2002 budget in subsequent Fiscal Years. Any surtax proceeds received shall be applied to supplement, not replace a city's general fund support for transportation;

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

- ii) That apply 20 percent of any surtax proceeds received to transit uses in the nature of circulator buses, bus shelters, bus pullout bays, on-demand transportation services as defined in Section 212.055(1)(e), Florida Statutes, as may be amended from time to time, or other transit-related infrastructure. >>The use of surtax proceeds for on-demand transportation services must be authorized by an interlocal agreement with the County which has been approved by the Board of County Commissioners. The interlocal agreement shall require, among other things, that the city, operator, vehicles and chauffeurs comply with applicable safety, mechanical and vehicular standards required by the County, and any applicable state or federal requirements, and shall detail the implementation plan and fare structure for the on-demand services.<< The use of surtax proceeds for on-demand transportation services shall be limited to providing transportation services where the trip is no greater than 5 miles in distance and (1) where the origination or destination of the trip is solely within city boundaries; (2) where the origination of a trip is within city boundaries and the destination is the nearest Metrorail station or South Dade Transitway bus shelter; (3) where the origination of a trip is the Metrorail station or South Dade Transitway bus shelter closest to the city boundary of the city where the intended destination of the trip is located; or (4) where the origination or destination of the trip is a public transit park-and-ride facility. Each city that uses surtax proceeds for on-demand transportation services shall provide an annual report to the County describing the city's implementation of the on-demand transportation services in accordance with this paragraph. Any city that cannot apply the 20 percent portion of surtax proceeds it receives as provided in this paragraph, may contract with the County for the County to apply such proceeds on a County project that enhances traffic mobility within that city and immediately adjacent areas. If the city cannot expend such proceeds in accordance with this paragraph and does not contract with the County as described in this paragraph, then such proceeds shall

carry over and be added to the overall portion of
surtax proceeds to be distributed to the cities in the
ensuing year and shall be utilized solely for the
transit uses enumerated in this subsection (ii);

* * *

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective six (6) months after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

Section 5. This ordinance may only be amended or repealed by a two-thirds vote of the Board of County Commissioners. Any amendment or repeal of this ordinance shall further require a minimum of six weeks between first and second reading.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Annery Pulgar Alfonso

Prime Sponsor: Commissioner Dennis C. Moss



APPENDIX C

Schedule Information for Proposed Surf-Bal-Bay Shuttle Route

Surf-Bal-Bay Shuttle Proposed Schedule

Walgreens													
Depart				Saks Bal				Bay Harbor				NE 123 St.	
Surfside				Harbour				Islands				& Bisc.	
Publix				Shops				Library				Blvd.	
Haulover				Surfside				Stella				Maris	
Underpass				Publix				Publix				Publix	
Surfside				Publix				Publix				Publix	
Target				Target				Target				Target	
9:25 AM				10:12				10:12				10:12	
10:25				11:12				11:12				11:12	
11:25				12:30				12:30				12:30	
12:30				1:30				1:30				1:30	
2:25				2:25				2:25				2:25	
3:25				3:25				3:25				3:25	
4:25				4:25				4:25				4:25	



MEMORANDUM

ITEM NO. 5B

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

From: Guillermo Olmedillo, Town Manager
Lillian M. Arango, Esq., Town Attorney

Date: November 12, 2019

Subject: Resolution Directing the Town Manager to Take any and all Actions Necessary to Ban the Use of Herbicides Containing Glyphosate by the Town of Surfside ("Town") and Town Contractors in the Performance of Landscaping and Maintenance Work on all Town-Owned Properties and Facilities.

Background:

The Town Commission has previously directed the Town Administration and Staff to not utilize herbicides containing glyphosate in the landscaping and maintenance work occurring on Town facilities and properties. In fact, it has been the practice of the Town for the past two years to utilize organic products and not utilize such herbicides or glyphosate products on Town facilities and properties. The attached Resolution formally bans the use of herbicides containing glyphosate by the Town or Town contractors in the performance of landscaping and maintenance work on all Town properties and facilities.

Analysis.

Numerous lawsuits have been filed in state and federal courts across the country alleging that exposure to herbicide products containing glyphosate is associated with increased incidents of cancer. Researchers studying the impact of glyphosate on water quality have discovered a potential link between glyphosate and harmful blue-green algal blooms, which has a significant negative impact on water quality, marine life and human health. In recent years, Biscayne Bay has experienced a proliferation of blue-green algal blooms, which has a significant negative impact on water quality, marine life, and human health. Runoff from the use of herbicides containing glyphosate may be contributing to the growth of blue-green algae in Biscayne Bay and coastal communities. Banning the use of glyphosate herbicides on Town properties and facilities will protect water quality and promote the public health, safety and general welfare of the Surfside community.

Staff and Budget Impact. Currently, the Town and Town contractors use organic herbicide products and do not utilize glyphosate containing herbicides on Town properties and facilities. Therefore, there is no additional work or expense in continuing to implement the ban on glyphosate herbicide products.

Commission Direction: It is recommended that the Town Commission adopt the attached Resolution in order to formally adopt the Town's existing practice of not utilizing glyphosate herbicide products on Town properties and facilities.

Reviewed by

Prepared by

RESOLUTION NO. 2019- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA DIRECTING THE TOWN MANAGER TO TAKE ANY AND ALL ACTIONS NECESSARY TO BAN THE USE OF HERBICIDES CONTAINING GLYPHOSATE BY THE TOWN OF SURFSIDE (“TOWN”) AND TOWN CONTRACTORS IN THE PERFORMANCE OF LANDSCAPING AND MAINTENANCE WORK ON ALL TOWN-OWNED PROPERTIES AND FACILITIES; FURTHER DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION AS STATED HEREIN; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, glyphosate is a herbicide that is applied to the leaves of plants to kill both broadleaf plants and grasses; and

WHEREAS, while the United States Environmental Protection Agency considers glyphosate “not likely to be carcinogenic to humans,” the International Agency for Research on Cancer has classified glyphosate as “probably carcinogenic to humans”; and

WHEREAS, numerous lawsuits have been filed in state and federal courts across the country alleging that exposure to herbicide products containing glyphosate is associated with increased incidents of cancer; and

WHEREAS, researchers at Bowling Green State University studying the impact of glyphosate on the water quality in Lake Erie have discovered a potential link between glyphosate and harmful blue-green algal blooms, which has a significant negative impact on water quality, marine life and human health; and

WHEREAS, in recent years, Biscayne Bay has experienced a proliferation of blue-green algal blooms, which has a significant negative impact on water quality, marine life, and human health; and

WHEREAS, runoff from the use of herbicides containing glyphosate may be contributing to the growth of blue-green algae in Biscayne Bay; and

WHEREAS, the Town Commission has determined that it is in the best interest of the public health, safety, recreation and general welfare of the residents of the Town of Surfside to adopt this Resolution formally banning the use of herbicides containing glyphosate in all Town-owned properties and facilities.

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 Town Commission directs the Town Manager to take any and all actions necessary to ban the use of pesticides containing glyphosate by the Town and Town contractors in the performance of landscaping and maintenance work in all Town-owned properties and facilities.

Section 3. **Transmission.** The Town Commission further directs the Town Clerk to transmit of a copy of this Resolution to the Florida Department of Agriculture, the Florida League of Cities, the Miami-Dade League of Cities, the Board of County Commissioners of Miami-Dade County, and all municipalities in Miami-Dade County.

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

PASSED AND ADOPTED this 12th day of November, 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



MEMORANDUM

ITEM NO. 5C

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

From: Guillermo Olmedillo, Town Manager
Lillian M. Arango, Esq., Town Attorney

Date: November 12, 2019

Subject: Resolution Establishing a Policy for the Maintenance and Retention of Text Messages Sent or Received in Connection with Town Business Consistent with the Requirements of the Florida Public Records Law.

Background:

Florida's Public Records Law (Chapter 119, Florida Statutes) requires, subject to limited exceptions, that text messages related to Town business received or transmitted on Town-owned cell phones or devices, stipend employee-owned cell phones or personally owned cell phones and devices must be retained by the Town of Surfside ("Town") and available for public disclosure. The Text Messaging Policy ("Policy") attached to the Resolution as Exhibit A addresses the use of text messages for Town-business and the retention requirements for these messages. The Policy is intended to assure the Town's compliance with records retention and disclosure requirements. The failure to follow the Policy may expose the Town to damages and attorney's fees under the Public Records Law. Failure to follow the Policy may subject the employee to disciplinary action up to and including termination and could result in criminal prosecution for egregious misconduct. The Town Attorney's office was recently contacted by the Miami-Dade County State Attorney's office requesting a copy of the Town's text messaging policy in connection with public records requests for such messages.

Analysis.

The Policy would be adopted by Resolution and applicable to all Town officials and employees in connection with all messages sent or received on a cell phone or device pertaining to Town-business. The Policy discourages the use of substantive text messages (defined as Non-Transitory Texts) pertaining to Town business, but in the event of such use, the Policy requires that the text messages be stored, retained and available for retrieval and disclosure as required by Florida Public Records Law.

There are three classifications of cell phones and devices in use by Town officials and employees: (1) Town-owned cell phones or devices. All elected officials and some Town

employees are issued Town-owned cell phones or devices. There are approximately 35 Town-owned cell phones and devices issued to officials and employees; (2) Stipend employee-owned cell phones. Approximately 30 employees avail themselves of a monthly stipend provided by the Town in connection with the employee's use of their personal phone for Town business and deemed necessary to conduct Town business; (3) Personally-owned cell phones or devices may be used in part by the official or employee to send or receive text messages related to Town business. Regardless of which phone or device is used by the official or employee, if the phone or device is used for text messages pertaining to Town business, the text messages must be retained and available for disclosure as required by Florida Public Records Law.

The attached Policy provides that with respect to Town-owned cell phones and devices and stipend-employee owned cell phones, the Town will engage and implement a text message archiving system with its current carrier, AT&T (or any successor carrier or service provider), at the Town's cost, to enable the Town to store, retain and retrieve text messages from these phones and devices in connection with a public records request and for compliance with Florida law. All text messages on Town-owned cell phones or devices or stipend employee-owned cell phones will be automatically archived through the AT&T message archiving system, and all text messages pertaining to Town business shall be accessible and retrievable by the Town in connection with a public records request. Consequently, all text messages on the stipend employee-owned cell phone will be accessed via AT&T through to the employee's phone service provider's archive server, and, in the event of a public records request, only those messages pertaining to Town business may be accessed and retrieved.

Alternatively, and in lieu of providing the text message archiving system with AT&T, the Town may elect to place the responsibility of storing, retaining and retrieving text messages on the employee who owns the stipend employee-owned phone. This option may not ensure proper text message archiving as required by Florida Public Records Law.

Staff and Budget Impact.

Currently, IT provides these type of support services thorough its retainer services, so no additional staff time would be incurred in implementing the text messaging archive system. For Town-owned cell phones and devices using AT&T as a service provider, the cost of the text messaging archiving service will be \$5.00 per device per month (\$60 annually). There are approximately 35 Town-issued cell phones and devices, so the annual cost of the message archiving will be approximately \$2,100. For the stipend employee-owned cell phones (estimated at 30), the cost would vary depending on the carrier service provider from \$5.00 per phone per month (\$60 annually) or \$8.00 per

phone per month (\$96 annually) for text messaging archiving. The total cost for the stipend employee-owned phone would be in the range of \$1,800 to \$2,880 annually. Additionally, it should be noted that many of the 30 employees who currently have a stipend employee-owned phone, may opt to use a Town-owned cell phone in lieu thereof in order to not have private text messages archived. The estimated cost of this transition from stipend employee-owned phones to Town-owned phones, where the Town would need to potentially purchase 30 new phones, could cost \$300 for each new phone, plus the service cost of \$600 annually. Assuming all existing stipend employee-owned phones transition to a Town-owned cell phone, the cost would be approximately \$27,000 for the first year, and \$18,000 annually thereafter.

Commission Direction: It is recommended that the Town Commission adopt the attached resolution, and accompanying Text Messaging Policy (or modify the Policy as directed), in order to provide full compliance with the Florida's Public Records Law in connection with the storage, retrieval and disclosure of text messages pertaining to Town-business.

Reviewed by: GO, JG, YS

Prepared by: LA

RESOLUTION NO. 2019- _____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA ESTABLISHING A
POLICY FOR THE MAINTENANCE AND RETENTION OF
TEXT MESSAGES SENT OR RECEIVED IN CONNECTION
WITH TOWN BUSINESS CONSISTENT WITH THE
REQUIREMENTS OF THE FLORIDA PUBLIC RECORDS
LAW; PROVIDING FOR AUTHORIZATION; PROVIDING
FOR IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Florida Public Records and Public Meeting laws are among the strongest in the nation, and the constitution of the State of Florida mandates citizen access to records of government; and

WHEREAS, the transmission of any media related to official public business is considered a public record, regardless of whether the device is utilized for business or personal use, and regardless of the format of the message or the means of transmission; and

WHEREAS, technological advances in telecommunications have made the use of smart phones with the ability to send texts prevalent; however, without extra effort, text messages sent by cell phones or other devices may not be saved as required for public purposes; and

WHEREAS, the Town of Surfside desires to establish an official policy (“Text Messaging Policy”) applicable to Town officials and Town employees to define the guidelines for organizing, maintaining, retaining and destroying text messages sent or received in connection with official Town business to comply with requirements of Florida Public Records Law; and

WHEREAS, the Town of Surfside desires to adopt the Text Messaging Policy substantially in the form attached hereto as Exhibit “A” governing the organization, maintenance, retention and destruction of Town-related text messages.

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 1. **Section 2.** **Text Messaging Policy Approved.** The Text Messaging Policy attached hereto as Exhibit “A” is hereby approved in substantially the form attached, subject to final approval by the Town Attorney as to form, content, and legal sufficiency.

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

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

PASSED AND ADOPTED this 12th day of November, 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

TEXT MESSAGING POLICY

In accordance with Chapter 119, Florida Statutes (“Public Records Law”), subject to limited exceptions, Town-business related text messages must be retained by the Town. The purpose of this policy is to address the use of text messaging for Town-business and the retention requirements of these messages relating to Town-business received or transmitted on Town-owned cell phones or devices, stipend employee-owned cell phones or personally owned cell phones and devices. This policy is intended to assure the Town’s compliance with records retention and disclosure requirements. The failure to follow this policy may expose the Town to damages and attorney’s fees under the Public Records Law. Failure to follow this policy may subject the employee to disciplinary action and could result in criminal prosecution for egregious misconduct.

A. DEFINITIONS

The following terms shall have the meaning provided:

“Town-owned cell phone or device” means a cell phone or other device capable of sending or receiving text messages that is provided to an employee by the Town for the purposes of performing his or her job duties.

“Town business” in relation to text messages means a text message sent or received by a Town employee relating to the work of the employee or the business of the Town.

“Town employee” means an employee of the Town and also means, for purposes of this policy only, an elected official, committee or board member, intern, or appointee of the Town, or a person hired by the Town through a temporary placement agency to perform work that otherwise would be performed by the employee, or a Town contractor.

“Message” for purposes of this policy, shall mean text messages.

“Personal text message” means a text message sent or received by a Town employee that does not discuss a matter of town business.

“Personally, owned cell phone or device” means a cell phone or other device that may be used by the employee in part to send or receive text messages related to Town business, but is not owned by the Town.

“Stipend employee-owned cell phone” means a cell phone owned by the employee who receives a stipend from the Town for the purposes of transacting Town business and personal business on this phone.

“Text” or “text message” is a brief message that is composed and sent between two mobile phones or portable devices such as a computer or tablet.

“Transitory text” means a text message that only documents information of temporary, short-term value, and that is not needed as evidence of a business transaction. Examples of transitory texts includes, but are not limited to:

- a. Texts that set work meetings or request job-related phone calls.
- b. Texts that are akin to transitory voicemail messages.
- c. Texts noting the sender has completed tasks.
- d. Texts informing a coworker/supervisor that the sender will be late to work, late to a meeting, is taking the day off, or other similar message.
- e. Texts that ask another employee to take some sort of action

B. MESSAGES REGARDING TOWN BUSINESS ARE PUBLIC RECORDS

Text messages regarding Town business constitute public records under the Public Records Law. Whether a text must be retained depends on whether it is transitory or non-transitory. Retained text messages, may be subject to disclosure under the Public Records Law. This applies whether the messages regarding Town business are sent or received on a Town-owned or personally-owned cell phone or device.

1. Town-Owned Cell Phone or Device

There is an expectation that Town employees will use Town-issued phones or devices exclusively for Town business. All Town-owned phones or devices, including the messages transmitted or stored by them, are the property of the Town and the Town reserves the right to access, read, use, monitor, and disclose employee communications, files, and other use without prior notice, as the Town considers appropriate. Moreover, employees have no right to privacy regarding the information stored, sent, or received on Town-owned phones or devices. After receipt of a public records request, and upon request of the Town, an employee may be required to provide his or her Town-owned cell phone or device to the Town for inspection, and all information on the cell phone or device is subject to Town review, including personal texts. Alternatively, the Town will engage and implement a text message archiving system with its current carrier, AT&T (or any successor carrier or service provider), at the Town’s cost, for Town-owned cell phones and devices to enable the Town to store, retain and retrieve text messages from these phones and devices in order to comply with Florida law. All text messages on Town-owned cell phones or device will be automatically archived through the AT&T message archiving system, and all text messages pertaining to Town-business shall be accessible and retrievable by the Town in connection with a public records request.

2. Stipend Employee-Owned Phone

There is an expectation that Town employees who opt for a Town stipend for their personally-owned cell phones will conduct Town business on these phones. In order to comply with the Public Records Law, the text messaging archive system employed by the Town to archive messages for all Town-owned cell phones or devices will also be utilized for stipend employee-owned phones. The Town realizes that the Town-subsidized phone may contain both Town-related messages and personal messages, but the AT&T messaging archiving system, described above, is not capable of distinguishing between Town messages and personal messages. Consequently, the Town would have access to all text messages on the stipend employee-owned phone by accessing via AT&T to the employee's phone service provider's archive server. However, in the event of a public records request, only those messages pertaining to Town business will be accessed and retrieved in connection with a public records request. The Information Technology department will not access the employee's phone service provider's archive server without a public records request and written approval of both the Town Manager and Town Attorney.

3. Personally Owned Cell Phone or Device

Personal cell phones and devices are the private property of Town employees. Personal texts unrelated to Town-business, are not public records, and need not be retained on a personally owned cell phone or device. It is strongly encouraged that messages regarding Town-business are not sent or received on personally owned cell phones or devices. If, however, text messages are sent, received or stored on a personal cell phone or device and pertain to Town-business, these records must be stored, retained and accessible and retrievable by the Town or employee unless otherwise exempt under Florida law.

While the Town is generally not permitted to inspect an employee's personal cell phone or device without the employee's consent, an employee who uses his or her personal cell phone or device to send or receive text messages concerning Town-business shall be required to store, produce, transcribe, or note in another document, texts or messages relating to Town-business in accordance with this policy. Town employees shall cooperate with the Town and provide assistance in fulfilling the Town's duties and obligations under the Public Records Law.

C. TRANSITORY MESSAGES v. NON-TRANSITORY MESSAGES

Text regarding Town business are of two types: (1) transitory and (2) non-transitory. In accordance with this policy, the user may delete transitory messages once the message has served its purpose. Non-transitory messages may not be deleted from a cell phone or device until they have been archived in some manner and must be retained according to the appropriate retention schedule.

Texting Should be Limited to Transitory Texts

An employee should limit his or her texting regarding town business to transitory texts that can be deleted once the message serves its purpose. Texts of a non-transitory nature should be discouraged. Rather, such communications should occur in person, by telephone, by email, or by memorandum. Using this approach will avoid complications with archiving and producing texts for the purposes of responding to public records requests.

1. Transitory Texts

- a. Delete once no longer needed, unless a public records request is received.
- b. Transitory texts may not be deleted if there is a public records request.
 - i. In the event a public records request is received that may contain a request for text messages transmitted on *either* a Town-owned or a personally owned cell phone or device, the employee, once put on notice of the request, shall not delete any text messages from the cell phone or device, even if such text is transitory or personal. The employee must produce any message that is on a personally owned phone or device within the scope of a public records request and meets the definition of a public record.

2. Non-Transitory Texts

Employees should not send non-transitory texts relating to Town business through a cell phone or device. In the event an employee sends or receives a non-transitory text, it shall be preserved and produced in accordance with this policy.

D. EXPENDITURE OF FUNDS TO RETAIN TEXT MESSAGES FROM TOWN PHONES/DEVICES AND STIPEND EMPLOYEE-OWNED CELL PHONES.

While discouraged as a primary means of communication for Town-business, the Town recognizes that using text messages to conduct Town-business may be unavoidable and both transitory and non-transitory messages will continue to be sent and received in an effort to efficiently conduct Town-business. In order to capture text messages sent or received on a Town-owned cell phone or device assigned to Town officials and employees, or a stipend employee-owned cell phone, the Town Commission is authorizing the Town Manager and Administration to work with the IT Department to implement a text message archiving system with AT&T (or any successor carrier or service provider), at the Town's cost, for Town-owned cell phones and devices and stipend employee-owned cell phones to enable the Town to store, retain and retrieve text messages from these phones and devices in order to comply with Florida law.



MEMORANDUM

ITEM NO. 9A

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

From: Guillermo Olmedillo, Town Manager

Date: October 10, 2019

Subject: Rotary Club of Bal Harbour Donation Request

The Rotary Club of Bal Harbour is requesting a donation from the Town (Attachment A).

The Town Commission authorized a \$1,000 donation at the February 12, 2019 meeting to this organization.

For Fiscal Year 2019/2020, \$4,500 is budgeted for miscellaneous donations.

The Administration is seeking Town Commission direction.

Reviewed by

Prepared by



ROTARY CLUB OF BAL HARBOUR

Club #4433 District #6990

Mailing Address: P.O. Box 546461, Surfside, FL 33154-6461 USA

Meeting Thursday mornings, 8:00-9:00am at the
Sea View Hotel, 9909 Collins Avenue, Bal Harbour, FL

2019-2020 Officers:

President: Hyon O'Brien, (786) 327-9200, HyonObrien@gmail.com

Past President: Sara J Saba, esquire, (305) 450-8009, SaraJSaba@me.com

Treasurer: Gayle Mintz, (786) 350-8228 or Gmintz96@yahoo.com

Secretary: Rabbi Chaim Casper, (305) 865-0433 or info@surfflorist.com

Facebook: [Rotary Club of Bal Harbour](#) Website: <http://rotarybalharbour.org/>

בעדהש"ית

Town of Surfside, FL
9293 Harding Ave
Surfside, FL 33154

September 9, 2019

Dear Friends:

Allow me to introduce our club to you. Rotary is a worldwide organization of more than 1.2 million business, professional, and community leaders founded in 1905 by Paul Harris in Chicago. Rotary club members provide humanitarian service, encourage high ethical standards in all vocations, and help build goodwill and peace in the world. There are 33,000 Rotary clubs in more than 200 countries and geographical areas (plus a high school affiliate with 12,000 clubs in 109 countries with 275,000 members and a college affiliate with 7,500 clubs in 163 countries with 175,000 members). Rotary's main objective is service — in the community, in the workplace, and throughout the world and it is most famous for our leadership role in eliminating polio throughout the world. The Rotary Club of Bal Harbour is a member club of this international service organization. Our local district #6990 has 49 clubs and spans Key West to Pompano Beach and over to the Bahamas. Our club was founded in 1953. Further information about our organization may be found through our local district website at <https://ri6990.org/about-rotary-district-6990/> or click on any or all of the tabs on the Rotary International website at <https://www.rotary.org/en/about-rotary> for the who, what and why of Rotary for prospective members.

As a follow up to your instructions in your grant application, please note that our foundation is an IRS 501c(4) recognized charity organization. We have attached that determination to this package.

In addition, we have also attached our recognition of incorporation from the State of Florida Secretary of State's office.

Town of Surfside, FL
September 9, 2019
Page 2

We will attempt to get you our yearly IFS Form# 990 as quickly as possible so please excuse us if we need a couple of days to fulfill this request.

Finally, as secretary of the club, I affirm that our club has authorized the submission of this application.

Please contact me with any questions.

Chaim Casper

Yours in Rotary,
Rabbi Chaim Casper
Secretary

Enc.

**Application By Not-For-Profit/Charitable Organization For Financial or In-Kind Assistance From
The Town of Surfside**

Legal Name of Applicant: Rotary Club of Bal Harbour

Year Established in Florida: 1953

Business Address: %Sea View Hotel, 9909 Collins Ave, Bal Harbour, FL 33154

Business Phone Number: Rabbi Chaim Casper, secretary 305-865-0433
Hyon O'Brien, president 786 327-9200 Gayle Mintz, treasurer 786-385-5764

Contact Name and Phone Number: see above

Contact email address: info@SurfFlorist.com
hyonobrien@gmail.com GayleMende@yahoo.com

Business Website URL: <http://rotarybalharbour.org/>

Facebook page which is more informative: Rotary Club of Bal Harbour

Describe the services you will provide to the Town of Surfside Residents or Businesses with the assistance you will receive from the Town: We run a yearly 5K and hopefully this March, 2020 a 10K race proceeds of which fund a scholarship for qualified applicants to any of the three Miami Dade County Police Academies. The race is named in memory of Chief Overton and Chief de la Rosa, two well known and beloved Bal Harbour police chiefs.
What assistance do you need from the Town: We are looking for a grant to our 501c(4) foundation that will fund this scholarship. Each scholarship costs \$7000 per applicant.

Who will be the person in your organization accountable for the assistance the Town provides your organization: Chief Raleigh Flowers of the Bal Harbour Police Department

How will you measure and report to the Town how well the assistance was used by your organization: Miami Dade Police Departments are always in need of qualified applicants to fill positions in the county's police forces. Our program will be a success if we can help qualified applications enter the academies without the burden of having to pay for their education and training.

If you have provided the intended services to other communities or organizations, please briefly describe them below or attach them to this application: We have reached out and received in the past help for our project from Bal Harbour, Bay Harbor Islands and Sunny Isles Beach. All three communities have been approached for this year's race and have signaled a willingness to help.

If you are not awarded the assistance you are requesting, what do you think it will mean to the community and the Town: We will continue with our program with or without Surfside's leadership. We welcome their participation and view it as a feather in their communal cap.

Please detail any known relationship (familial, business, friendship, etc.), no matter how distant, that your organization has with any elected official or employee of the Town of Surfside:
None known.

- **Documents to be submitted with applications from not-for-profit organizations:**
 - State of Florida Certificate of Status, Non-Profit Corporation
 - IRS Ruling or Determination Letter of your charitable status
 - Your most recent annual information return (Form 990 or 990-EZ) or a determination letter stating your organization is exempt from the annual return requirement
 - A letter from the applicant that is signed by an individual authorized to make the request of the Town stating that the application has been authorized by the organization

Agenda Deadline Dates

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

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

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

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

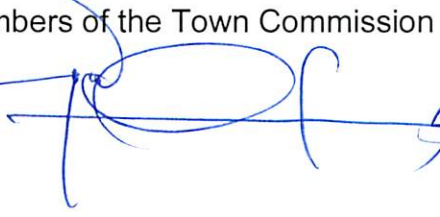
*11/10/2020 Meeting Changed to Thursday 11/12/2020 due to Veteran's Day holiday

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



MEMORANDUM

ITEM NO. 9C

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager 
Date: November 12, 2019
Subject: Alleys

The Town has two types of alleys:

- 1) de facto
- 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 95th Street.

Platted alleys are spaces reserved for a particular purpose and they remain in place, with all the conditions attached to, until an amendment is made to the original plat.

The platted alleys are located from 96th Street and 94th Street behind the properties located on the east side of Harding Avenue (Location map attached).

The plat identified as “Altos del Mar No. 6, contains a number of limitations, one of which is that the “tracts marked A ... are reserved and limited to the private use of the present and future owners of Altos del Mar No. 6”. There are about 288 parcels included.

The previously described alley located east of Harding Avenue is depicted in the plat map as “A”.

The Town has maintained and repaired this alley for a long time, abutting owners and operators have benefited by using this alley for vehicular access and parking.

The administration is requesting a policy decision that will affect the future use of the alley.

The options are:

1. Remain as is (Status quo);

2. Turn the maintenance and upkeep of the alley to the present owners of the Altos del Mar No.6, as stipulated in the existing plat; or
3. Assume ownership of the alley through legal means and assume total responsibility for future maintenance.

The alley presents the opportunity to be turned into a more usable space, that will become an asset to the Town and to the abutting owners. For that purpose, there needs to be a landscape/hardscape design with specifications of work and materials, an estimate of construction cost, and a contract to perform the specified work.

The Town Commission at its June regular meeting, directed the Administration to present the options to the Downtown Advisory Committee (DVAC) for a recommendation.

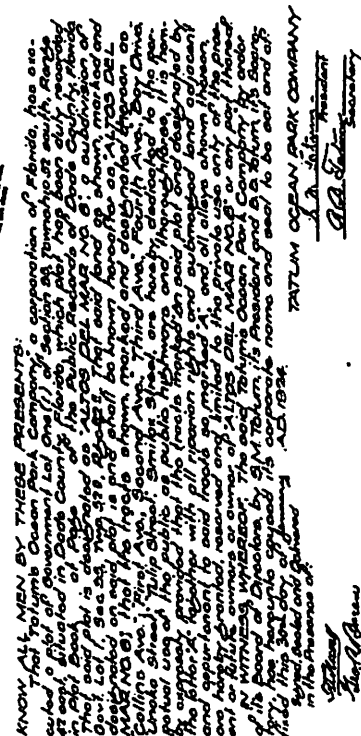
At its meeting of October 17, DVAC recommended that the “de facto” alley that runs between properties on the west side of Harding Avenue and the apartment buildings fronting on the east side of Abbott Avenue, south of 95th Street should be left to the abutting owners, given the complexity of issues and the concern of using public monies for the benefit of private properties.

The DVAC also recommended that the platted alleys located from 96th Street to 94th Street behind the properties located on the east side of Harding Avenue (Location map attached) be programmed in two steps, one, the 95th To 96th Streets Alley should be improved according to the existing Development Order issued to the Shul; once that is completed, explore options to improve the stretch between 94th and 95th Streets.

The Administration requests a policy direction to prepare the necessary program and project to accomplish the desired results.

Attachments 2

Prepared by GO

[illegible]

My commission expires: Sep. 13th 1927

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 Plot Book _____ of the Public Records of Dade County, Florida. That said plot is designated as "ALTOS DEL MAR NO. 5", a subdivision of Gov't Lot 1, Sec. 35, Twp. 32S., R. 42E.; That said land as shown, marked and designated on said plot 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.", "Fourth Ave.", "Boy 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 plot 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 caused its corporate name and seal to be set and affixed, this 30th day of January, A.D. 1924.

IN WITNESS WHEREOF, The said Tatums Ocean Park Company, by order of its Board of Directors, by S.M. Tatums, its President and B.D. Tatums, its Secretary, has hereunto cyased its corporate name and seal to be set and affixed, this 30th day of January A.D. 1924.

Signed, Sealed and Delivered
in the Presence of:

TATLUM OCEAN PARK COMPANY
S M Tatums

S. M. Yatom President

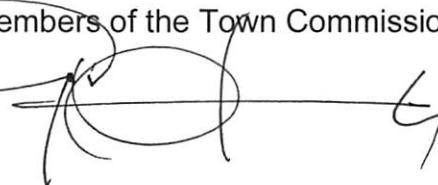
06/17/2000



MEMORANDUM

ITEM NO. 9D

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

From: Guillermo Olmedillo, Town Manager 

Date: November 12, 2019

Subject: Hamsa-Hamsa Agreement Discussion

The Town successfully completed the Community Center Project and opened in 2011. The Community Center design includes a concession operation. The initial tenant transferred ownership of operations to another tenant in 2012. This tenant remained in operation until December 2017, determining it was no longer the operation for their business. After the RFP process, the tenant of Hamsa-Hamsa was awarded the contract in November 2018.

The concession began in a limited capacity and opened in January 2019. The Town and the concession vendor worked cooperatively in securing the necessary permits for the concession operations. While doing so, the Town waived the rent payments from the vendor until June 2019 (six months of rent). In the midst of the operations, the original established partnership was internally dissolved and the vendor disputed partnership status from March until completion in May.

The Town receives a monthly rental payment in the amount of \$500/month. Additionally, the vendor pays the required resort tax fee. The Town currently subsidizes the costs for all repairs associated with the concession equipment/facilities, all the utilities and background screenings.

The concession operations are not currently performing at a satisfactory level. Parks and Recreation staff and Town Administration have continuously had to address matters as a direct result of the Concession operations. The agreement states the venue is to be open during the operating hours of the pool. The timeline below reflects and supports the closures and matters Town staff has had to address.

12/11/2017	RFP for Food and Beverage Concession Services Issued
2/12/2018	RFP Cancelled
3/26/2018	RFP Food and Beverage Concession Services Reissued
4/27/2018	RFP Closed

6/26/2018	Concession Evaluation Committee formed and reviewed received proposals
8/13/2018	Recommendation to the Commission – based off the Evaluation Committee
11/13/2018	Commission Discussion
11/13/2018	Commission Approved to move forward with selection of concession vendor
11/18/2018	Contract executed between Town of Surfside and Hamsa-Hamsa, LLC.
1/02/2019	Concession soft opening with limited menu
2/23/2019	Complaint from Resident requesting concession contact information
2/27/2019	Complaint from resident reference no follow up from previous complaint
3/27/2019	Internal conflict amongst partners, indicated via email closed until further notice. Concession re-opened – no closure occurred
4/16/2019	Partner status update reference transition and operations
4/26/2019	Concession stand closed due to partner mediation
5/15/2019	Mediation resolved and transition of partnership reported
5/20/2019	Concession closed early due to mediation amongst partners
5/20/2019	Notification of documentation finalized amongst partners. Requested closure of 10 days during transition time. Estimated reopening on June 1, 2019
5/28/2019	Status update regarding relaunch provided
5/29/2019	Informed the Town beach flags were ordered
6/2/2019	Concession re-opened
6/19/2019	Flags displayed on the beach; code enforcement removed
6/19/2019	Closed early due to personal matters
6/21/2019	Grease trap permit finalized

6/26/2019	Status update reference insurance and bond requested per the agreement
6/27/2019	Notification of Bond issued submitted with the Town
9/7/2019	Concession stand closed – no notification provided
9/17/2019	Email submitted informing of schedule change and closing 9/26/2019 – 10/02/2019 and 10/08/2019 & 10/09/2019
9/18/2019	Closed mid-day to pick up supplies – did not return until after 5:00pm
9/21/2019	Concession closed 2 hours early due to high winds
9/25/2019	Town issued notice of violation (Default/Non-Performance) (Attachment “A”)
9/26/2019 – 10/02/2019	Concession stand closed
10/08/2019 – 10/09/2019	Concession stand closed
10/25/2019	Failed to respond to notice of violation (Default/Non-Performance)

The foregoing staffing and operational issues represent material non-performance with the terms and conditions of the Agreement. The Administration is seeking direction from the Town Commission on the defaults of the Agreement and direction to discuss the contract renewal terms/status.

Reviewed by: TM

Prepared by: SW



TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

September 25, 2019

**Via Email, Certified Mail, Return Receipt Requested,
and Regular U.S. Mail**

Eliyahu Ginsburg, Managing Member
Hamsa Hamsa, LLC
D/B/A Surf-N-Sides
9516 Abbott Avenue
Surfside, Florida 33154
EliGinsburg1@gmail.com
surfsides@gmail.com

Re: Agreement for Food and Beverage Concession Services, Surfside Community Center, between the Town of Surfside (Town) and Hamsa Hamsa, LLC D/B/A Surf- N-Sides (Contractor) (the "Agreement").

Dear Mr. Ginsburg:

Pursuant to Section 4 of the referenced Agreement, we have evaluated the performance of the Contractor during the first year or term of operations, and have identified material issues with staffing, operations and hours of operations. As you know, Section 10.2 of the Agreement (Hours of Operations) requires that Contractor operate the concession seven (7) days a week, from 11:00 am to pool closing. This letter shall serve as notice pursuant to section 12.1 of the Agreement of the Contractor's defaults and failure to perform pursuant to the terms and conditions of the Agreement. The Town notes that the Agreement was entered into with a corporate entity, Hamsa Hamsa, LLC, and not any particular individual who may fail to perform as required by the terms of the Agreement.

Despite the operational requirements of the Agreement, the Concession has been closed on numerous occasions due to business, ownership and staffing issues. On March 27, 2019, the Town received an email advising that the Concession would be closed until further notice due to business related challenges, as well a separate email advising of termination of an employee. On May 20, 2019, the Town was notified by email that the concession would be closing for 10 days or until June 1, 2019 due to ownership issues, and then reopening with a limited menu. On May 29, 2019, the Town received another email regarding temporary closure of the Concession due to ownership/transition issues and advising that the Concession would re-open by June 2, 2019. On

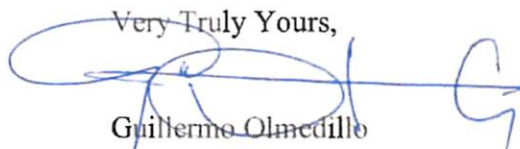
June 19, 2019, the Town received an email that that Concession would be closing early due to personal matters. Most recently, on September 17, 2019, The Town received an email advising of a temporary schedule change and indicating that the Concession would be closed from September 26 through October 2, 2019 and closed October 8 and 9, 2019. In addition to the foregoing emails, the Town has also been contacted by Concession employees when they will be absent and not available.

The foregoing staffing and operational issues represent material non-performance with the terms and conditions of the Agreement. Failure to meet staffing and hours of operations has impacted the Town's ability to have a viable and operational concession at the Community Center in order to serve its residents and patrons. While the Town is sympathetic to various staffing, ownership and operational difficulties faced by the Contractor, such (and without advance approval of the Town) do not excuse or permit non-performance of the Agreement.

As required by the terms of the Agreement, the Town requests that such defaults or non-performance be cured timely and within thirty (30) of the date of this notice. Furthermore, the Town reserves the right not to renew the Agreement for an additional term pending satisfactory performance by the Contractor and cure and resolution of the above noted defaults.

Should you have any questions or comments, please do not hesitate to contact me.

Very Truly Yours,



Guillermo Olmedillo
Town Manager

cc: Tim Milian, Director, Parks & Recreation Department
Duncan Tavares, Assistant Town Manager
Lillian M. Arango, Town Attorney



MEMORANDUM

ITEM NO. 9E

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

From: Lily Arango, Town Attorney
Guillermo Olmedillo, Town Manager
Jason Greene, Finance Director

Date: November 12, 2019

Subject: Purchasing Code Revisions

It is periodically necessary for the Town of Surfside ("Town") to evaluate and amend its Code of Ordinances in order to update regulations and procedures to maintain consistency with state law and to implement effective practices and procedures to accomplish efficient government operations and services. The Town's Purchasing Code, Chapter 3, of the Town of Surfside Municipal Code ("Purchasing Code") was last substantively revised in 2006 and is in need of updating in order to address escalating prices for goods and services and in order to implement more efficiency in the Town's purchasing procedures. The Purchasing Code revisions would primarily revise Section 3-6 Purchasing Limitations and Section 3-13 Exemptions from Competitive Bidding. Currently, except for Public Works purchases and expenditures for public works and utilities, pursuant to Section 3-6 of the Purchasing Code, the Town Manager is authorized to expend funds less than \$8,500, with all expenditures above \$8,500 subject to approval by the Town Commission. Consequently, all purchases for goods and services exceeding \$8,500 must be authorized and approved by the Town Commission, as well as various contracts and purchase orders for routine goods and services. The result is delays in the timely purchasing, delivery and payment of goods and services, operational inefficiencies, use of Town staff time and resources, as well as the placement of miscellaneous and routine expenditures and contracts on the Town Commission agenda.

It is recommended that the Town amend its Purchasing Code to increase the expenditure and spending authority of the Town Manager from the current cap of \$8,500 to \$25,000. Below are some examples other South Florida municipalities' level of purchasing authority conferred upon the manager:

• Weston	\$100,000	• Homestead	\$25,000
• Miramar	\$75,000	• Bal Harbour	\$20,000
• Aventura	\$50,000	• Bay Harbor Islands	\$20,000
• Sunny Isles Beach	\$50,000	• North Bay Village	\$15,000
• Pinecrest	\$50,000	• Biscayne Park	\$10,000
• Cutler Bay	\$25,000	• Surfside	\$8,500

In addition, the Town Administration is also recommending the following revisions to the Exemptions from Competitive Bidding in Section 3-13 of the Purchasing Code:

- Adding exemption for purchases from other governmental entities, non-profits, institutions of higher learning, and cooperative purchasing organizations;
- Adding exemption for the purchase and administration of utilities, such as water, sewer, electricity, and telecommunications.
- Adding exemptions for purchases for abstracts of titles for real property, title insurance for real property, paralegal services, expert witnesses, court reporters, fuel, postage, food and catering services, bath/breakroom/office/auto repair supplies, police supplies and equipment, and health and employment related screenings.
- Clarifying and updating existing language on “Academic program reviews or lectures or seminars by individuals” to include training, education, conferences, seminars, memberships and related expenses.
- Clarifying and updating existing language on “Advertising” to include patented and/or copyrighted materials and promotional materials.
- Clarifying and updating existing language on “Performing artists and entertainers” to include entertainment service providers.
- Expanding the Public Works and Utilities exemption to clearly include repairs, maintenance, services, and purchases of equipment and materials in connection with all Town facilities and properties.

Lastly, the Town Administration is recommending revisions to Section 3-7 of the Purchasing Code with respect to competitive bidding procedures to amend the small purchases procedures to require three quotes or bids for purchases in excess of \$15,000 (currently required of all purchases with no dollar amount).

The Town Administration requests that the Commission provide direction on the recommended revisions to the Purchasing Code.

Reviewed by: GO

Prepared by LA/JDG



MEMORANDUM

ITEM NO. 9F

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

From: Guillermo Olmedillo, Town Manager

Date: November 12, 2019

Subject: Installation of Traffic Signal Loop Detectors

In order to decrease wait times at intersections and promote the use of main state roads such as A1A and Harding Ave, the Town administration obtained approval from the Town Commission at its meeting of 05/09/17, to perform, through Calvin Giordano and Associates (CGA), a traffic study on various streets and identified Harding Ave intersections on 88th Street, 93rd Street, 94th Street and 95th Street for potential traffic signal modifications.

Subsequently, the Town administration, obtained approval from the Town Commission, at its meeting of 11/03/17 to work with CGA to create a design and Request for Proposal (RFP) for bidding purposes. Its purpose was to obtain a responsive and responsible contractor for the installation of traffic signal loops at the mentioned intersections through Invitation to Bid (ITB) No. 2018-01. As a result, Under Power Corp. was the lowest bidder with submitted bid of \$109,045.23. The scope of work per design drawings was to perform all underground conduit installation through directional drilling method – installation of underground utility through a horizontal drilling without open trench / cut on surface – the most cost-effective method. During pre-construction walkthrough with CGA and Under Power Corp, various conflicts were encountered with the elevation of existing utilities and the path of the directional drilling. Due to these conflicts, open trench / cut of Harding Ave was required at each location. With the open trench/cut method, the roadway has to be excavated and construction duration is extended.

The scope of the job has changed to the point that a new solicitation is necessary. The open trench will be more expensive and the impact of construction will be longer and more disruptive to traffic flow.

Presently, Under Power has agreed not to pursue the awarded contract with the scope changes and the contract was terminated on June 6, 2019.

I seek direction from the Town Commission taking into consideration that the cost, traffic impact and construction time will increase.

Reviewed by GO

Prepared by RS



**Town of Surfside
Town Commission Meeting
November 12, 2019
7:00 pm**

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

Date: November 4, 2019
Prepared by: Daniel Dietch, Mayor
Subject: Climate Emergency Resolution

Objective: To discuss whether to direct the Town Attorney to prepare a resolution declaring a climate emergency that will be enacted to coincide with the release of Surfside's Climate Crisis Action Plan in December 2019.

Consideration: A crisis is generally defined as a situation in which something or someone is affected by one or more very serious problems. Today, there is little doubt our changing climate poses an existential threat to humanity; the evidence is in plain sight. Surfside is at risk and has been working on a wide range of activities to raise consciousness, mitigate our impacts, adapt to the changing conditions all while building resiliency. These actions are captured in a Climate Crisis Action Plan that has been presented to our Sustainability and Resiliency Committee, Planning and Zoning Board, and by the time of this meeting, presented at a Town-wide workshop. The Climate Crisis Action Plan summarizes our past actions, our current state and a recommended path forward.

The climate crisis cannot be ignored. According to The Climate Mobilization, a nonprofit that develops and advocates for climate mobilization policies and engages in direct political work, more than 1,170 local governments in 23 countries have declared a climate emergency and have committed to action to drive down emissions at emergency speed. Most recently, the City of Miami Beach declared a climate emergency. As Surfside continues to lead by example, we have an opportunity to address the climate emergency through joining this initiative. The Miami Beach Resolution is presented in Attachment A and a recent article entitled "Are climate emergency declarations the new normal?" is presented in Attachment B. There is no better time than to have such a resolution be prepared co consideration that concurrently with the presentation of the Climate Crisis Action Plan at our December Commission meeting.

Recommendation: For the Town Commission to direct the Town Attorney to prepare a resolution declaring a climate emergency that will be enacted to coincide with the release of Surfside's Climate Crisis Action Plan in December 2019.

attachments

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, DECLARING A CLIMATE EMERGENCY, URGING THE STATE OF FLORIDA AND THE U.S. GOVERNMENT TO DECLARE A CLIMATE EMERGENCY, REQUESTING REGIONAL COLLABORATION ON AN IMMEDIATE JUST TRANSITION AND EMERGENCY MOBILIZATION EFFORT TO RESTORE A SAFE CLIMATE, AND DIRECTING THE CITY CLERK TO SEND A COPY OF THIS RESOLUTION TO THE SPEAKER OF THE U.S. HOUSE OF REPRESENTATIVES, THE MAJORITY LEADER OF THE U.S. SENATE, TO EACH FLORIDA SENATOR AND REPRESENTATIVE IN THE UNITED STATES CONGRESS, TO THE MAYOR AND MEMBERS OF THE COMMISSION OF MIAMI-DADE COUNTY, TO ALL MUNICIPALITIES WITHIN MIAMI-DADE COUNTY, AND TO ALL MEMBERS OF THE SOUTH FLORIDA LEGISLATIVE DELEGATION.

WHEREAS, in April 2016 world leaders from 175 countries recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep the increase in global average temperature to “well below 2°C above pre-industrial levels,” and to “pursue efforts to limit the temperature increase to 1.5°C; and

WHEREAS, the death and destruction already wrought by climate change of approximately 1°C demonstrate that the Earth is already too warm as attested by increased and intensifying wildfires, floods, rising seas, diseases, droughts, and extreme weather; and

WHEREAS, climate change and the global economy’s overshoot of ecological limits are driving the sixth mass extinction of species, which could devastate much of biological life on Earth for the next 10 million years; and

WHEREAS, the United States of America has disproportionately contributed to climate change and ecological crises, and has repeatedly obstructed global efforts to transition towards a sustainable economy, and thus bears an extraordinary responsibility to rapidly solve these crises; and

WHEREAS, in order to reach zero greenhouse gas emissions around the globe, to rapidly and safely drawdown or remove all the excess carbon from the atmosphere, and to implement measures to protect all people and other biological species, there must be emergency mobilization on scale not seen since World War II; and

WHEREAS, the term “Just Transition” is a framework for a fair shift to an economy that is ecologically sustainable, equitable, and just for all; and

WHEREAS Just Transition strategies were first forged by a “blue-green” alliance of labor unions and environmental justice groups who saw the need to phase out the industries that were harming workers, community health, and the environment, while also providing just pathways for workers into new livelihoods; and

WHEREAS, Just Transition initiatives shift the economy from fossil fuel energy to energy democracy, from funding highways to expanding public transit, from incinerations and landfills to zero waste, from industrial food systems to food sovereignty, from car-dependent sprawl and unbridled growth to smart urban development without displacement, and from rampant, destructive over-development to habitat and ecosystem restoration; and

WHEREAS, the “justice” component in Just Transition requires that frontline communities, which have historically borne the brunt of the extractive fossil-fuel economy, participate actively in the planning and implementation of this mobilization effort at all levels of government, and that they benefit first from the transition to a renewably energy economy; and

WHEREAS, Just Transition framework includes a guarantee of high-paying, good-quality jobs with comprehensive benefits for all, and many other tenets of a Green New Deal effort as the mobilization to restore a safe climate is launched; and

WHEREAS, the City is joining a nation-wide call for a regional Just Transition and climate emergency mobilization effort focused on transforming its region and rapidly catalyzing mobilization at all levels of government to prevent further climate change; and

WHEREAS, the City of Miami Beach (the “City”) can act as a global leader by both converting to an ecologically, socially, and economically regenerative economy at emergency speed, and by catalyzing a unified regional Just Transition and climate emergency mobilization effort; and

WHEREAS, as such, the City commits to a citywide Just Transition and climate emergency mobilization efforts to reverse climate change, aiming, with appropriate financial and regulatory assistance from the Miami-Dade County, State, and Federal authorities, to end citywide greenhouse gas emissions as quickly as possible and no later than 2020, to safely drawdown carbon from the atmosphere, and accelerate adaptation and resilience strategies in preparation for intensifying climate impacts; and

WHEREAS, the City further commits to educating its residents about the climate emergency and working to catalyze a Just Transition and climate emergency mobilization effort on local, state, national, and global levels to provide maximum protection for its residents; and

WHEREAS, the City underscores the need for full community participation, inclusion, and support, and recognizes that residents of Miami Beach and community organizations, faith, youth, labor, academic institutions, homeowners associations, and

environmental, indigenous, and social justice organizations and other such allies will be integral to and in the leadership of the mobilization effort; and

WHEREAS, the City further commits to keeping the concerns of vulnerable communities central to Just Transition and climate emergency mobilization efforts and inviting and encouraging such communities to actively participate in order to advocate directly for their needs.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby declare a Climate Emergency, urge the State of Florida and the U.S. government to declare a Climate Emergency, request regional collaboration on an immediate just transition and emergency mobilization effort to restore a safe climate, and direct the City Clerk to send a copy of this Resolution to the Speaker of the U.S. House of Representatives, the Majority Leader of the U.S. Senate, to each Florida Senator and Representative in the United States Congress, to the Mayor and members of the Commission of Miami-Dade County, to all municipalities within Miami-Dade County, and to all members of the South Florida Legislative Delegation.

PASSED AND ADOPTED this ____ day of _____, 2019.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

(Sponsored by Mayor Dan Gelber)

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

City Attorney

FA

10-7-19

Date

DEEP DIVE

Are climate emergency declarations the new normal?

As cities wrestle with the urgent need to deal with the climate crisis, advocates say the declarations could be "coming to your city as a demand soon."

By Chris Teale

Published Nov. 4, 2019

Hundreds of thousands of climate advocates have marched on city streets this year to demand governmental action in the fight against climate change.

As more protests near, an increasing number of cities have matched the reverberating sense of urgency with climate emergency declarations to drive policy.

Around 50 cities and counties in the United States have made such declarations, according to campaign group The Climate Mobilization, which urges a level of "World War II-scale" efforts to reverse the effects of global warming and cut emissions back to pre-industrialization levels. The Darebin City Council in Victoria, Australia, became the first city in the world to declare a climate emergency on Dec. 5, 2016, inspiring others to follow suit.

The trend recently spread to the U.S. and is growing, with cities viewing it as a way to hold themselves accountable on ambitious climate goals by pledging to urgently cut emissions and make their economies greener.

"This may be coming to your city as a demand soon," Ezra Silk, director of strategy and policy at The Climate Mobilization, told Smart Cities Dive.

The emergency movement

In the U.S., it was Hoboken, NJ that broke new ground by declaring the country's first climate emergency in November 2017,

calling for citywide carbon neutrality by 2027. Since then, cities as large as New York have made declarations, while the smallest settlement to join the trend was Crystal Bay Township, MN, a town of 600 people, according to The Climate Mobilization.

A template climate emergency resolution produced by The Climate Mobilization notes the extraordinary effects set to be felt from climate change, and highlights the need for the accelerated removal of fossil fuels, an end to greenhouse gas emissions and "an end to the Sixth Mass Extinction through widespread conservation and restoration of ecosystems."

"When we launched this with our partners in Australia, we had something very specific in mind, which was a local government — by declaring a climate emergency — will take responsibility for the full global problem and for catalyzing the global response needed to reverse climate change and restore pre-industrial climate conditions," Silk said. "It's kind of a radical idea."

Kelly Shultz, a member of the Environment team at Bloomberg Philanthropies, noted that it is not just mayors driving these declarations, but also elected leaders who recognize the need to act fast.

"I really see it as a signal that climate action is really a priority across the entire city, not just for the mayor, which is really exciting," Shultz told Smart Cities Dive.

Those declarations have also been driven by an abundance of climate strikes. A generational shift has taken place inside city halls, where young people have advocated for climate emergency declarations and warned that their futures are at stake.

"You might not see it at first but everything contributes to climate change: how we drive, how we grow our food, how we design buildings," 11-year-old Alex Hanna testified to the Albuquerque, NM City Council in September as it considered its emergency

declaration. "These all need to change, and this action plan can help us get there. I say that this should not just be an action plan, it should be our new reality."

For organizers on the ground in Albuquerque, located in a state known for being a major producer of natural gas and with temperatures and the risk of drought rising, it has been rewarding to see young residents so engaged.

"Young people right now have been incredibly engaged for a while because of where we are," Martha Engberg, a coordinator and climate justice organizer at the social justice advocacy group the Albuquerque Center for Peace and Justice, told Smart Cities Dive. "Sometimes they're the ones mobilizing us and taking leadership, which has been amazing."

Some of the world's biggest companies are also bringing urgency to climate action. In an April letter to The Times of London, a swath of CEOs from a variety of industries called for businesses to make an emergency declaration and "urgently redesign entire industries and businesses, using science-based targets."

In May, Dale Vince, the founder of renewable energy firm Ecotricity, announced in a Facebook post that he was declaring a climate emergency for his company and saying that "'business as usual' is a major part of the problem."

The sharing of early learnings has already borne fruit in the form of the American Cities Climate Challenge Climate Action Playbook, a guide that highlights 30 high-impact actions in 25 cities.

Bloomberg Philanthropies officials said if the 100 largest U.S. cities took on the playbook's strategies, their total combined emissions would drop by 28.5%, meeting their share of the U.S. national target of reducing emissions by 26-28% by 2025.

It would also result in carbon reductions of 224 million metric tons, the equivalent of taking 47.5 million cars off the road for a year or shutting down 57 coal fired power plants for one year.

Once a climate emergency is declared by a city, it is often used as a launchpad for some ambitious goals and policies. For example, in the wake of its climate emergency declaration, Berkeley, CA passed a historic law banning the use of natural gas in new buildings and mandating electrification, noting that the move was driven by that declaration. San Jose, CA made similar moves after its emergency declaration, in addition to a series of pledges around going zero waste and supporting a federal carbon tax.

"Sometimes [young people are] the ones mobilizing us and taking leadership, which has been amazing."

Martha Engberg

*Coordinator and Climate Justice Organizer, Albuquerque
Center for Peace and Justice*

While such pledges do not explicitly call for residents to change their habits, they do show the desire for change at the local level, Silk said.

"There's really a lot of interesting experimentation going on right now around how to do a local climate emergency response, and it's exciting to see the social movement momentum around it, but also how local government officials are stepping up in response to the challenge," Silk said.

In putting forward new policies that stem from their climate emergency declarations, cities may cause some heartburn for businesses, which may be required to do things differently to comply. Lisa Jacobson, executive director of the Business Council for Sustainable Energy (BCSE), said the business community can be a valuable ally in the formulation of policy.

"One of the things we've been concerned about is policies that are too prescriptive on the pathway to achieve those goals," Jacobson told Smart Cities Dive. "We feel that you need every technology we currently have, and every possible one we may bring to the table.

Policies that are creating lists of in and out is not helpful right now.

What the business community needs is the flexibility to do these

things as cost-effectively as possible if they are being asked to implement."

Los Angeles has taken a unique approach. While the city hasn't yet formally declared an emergency, it moved to establish a dedicated "Climate Emergency Mobilization Department," the first such department in the world, as part of its citywide Green New Deal.

In a statement earlier this year, Councilmember Paul Koretz said the department would have a mission to "protect all residents, especially the most vulnerable, from the health and economic impacts of the climate crisis by ensuring a rapid and equitable just transition... and the right to a healthy, egalitarian quality of life for future generations."

L.A.'s Chief Sustainability Officer Lauren Faber told Smart Cities Dive in an interview earlier this year that it is a big commitment but fighting climate change needs to be a part of every policy decision, especially in something as far-reaching as a Green New Deal.

"We wanted to be able to show what a Green New Deal really means," Faber said. "To us, that means acting with urgency on climate change, that means ensuring that we are focused on the most disadvantaged communities in LA and really leading with community implementation. That we're ensuring an inclusive green economy, that we are making sure everyone has the ability to join the green economy and a just transition within the workforce."

Many declarations place a big emphasis on community engagement, and the need to work with communities in cities often on the front-line feeling the effects of climate change. Resident mistrust can affect all manner of city-level initiatives, so it will be key for leaders to be deliberate in their engagement, as promised in their emergency declarations.

"One of the most important things for me was really putting front-line communities at the forefront of the policy decisions and creating a system for community engagement that makes participation really easily accessible for those communities that

have already bore the brunt of the impacts of climate change and the impacts of environmental issues," Engberg said.

And that community engagement extends to the business community, which Jacobson said prioritizes certainty above all. Making sure they are a partner in the process can avoid difficulties down the road, which could include litigation as a worst-case scenario.

"I think the first thing that the business community at large cares about is certainty," Jacobson said. "To the extent that these types of declarations can provide them a path so that they can plan and expand, or change their businesses, or know that certain changes are likely to be coming down the pike, they have more information."

Accountability

Cities must also consider how they hold themselves accountable to their ambitious goals. Some environmental leaders have expressed concerns about the compressed timelines of climate efforts, and the extra onus of an emergency declaration could increase the pressure.

But there are ideas floating around that could help cities keep to their promises. At an event hosted by the World Resources Institute (WRI) in September, Charles Hernick, director of policy and advocacy at Citizens for Responsible Energy Solutions, said the federal government could help localities track their climate goals by introducing its own version of the greenhouse gas emissions registry established under the Paris agreement.

Providing that framework could enhance accountability and transparency, he said, though it may be unlikely given that the Trump administration has doubled down on withdrawing the U.S. from the Paris climate accord.



Climate protest in Washington, DC. | Credit: Brian Tucker (Industry Dive)

With the federal government unlikely to step in any time soon, there are some other alternatives. Shultz said Bloomberg Philanthropies' American Cities Climate Challenge can help cities learn best practices from each other and encourages transparency and accountability. It also helps cities work even faster toward climate goals.

"I think what we're going to see more of in the future is the spreading of these proven policies and programs that we know make a difference," she said. "We've really seen a phase change the last couple of years, where we're moving beyond just creating a climate action plan and announcing a lofty goal, but actually announcing new policy and putting new programs on the books."

For Los Angeles, having a full measurement of its emissions in the form of a greenhouse gas inventory is key, as well as understanding where the city is on other goals like existing park access, the use of transit over private vehicles and the use of solar and renewables creates transparency. With that transparency, it ensures the city knows where it wants to go and means it can be held to account.

"Spending some time on data and getting a sense of where you are as a city in the areas that are highest priority is really important for science-based policy-making, but also really important from an accountability standpoint," Faber said. "We want to make sure that

we're being accountable for the actions we're taking, and the commitments we're making... That transparency is a key part of it."



**Town of Surfside
Town Commission Meeting
November 12, 2019
7:00 pm**

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

Agenda #: 9H
Date: November 12, 2019
From: Daniel Dietch, Mayor
Subject: Practical Difficulty Variance Ordinance Amendment

Objective: To seek direction from the Town Commission whether it desires to amend Ordinance No. 15-1636 (codified in Section 90-36.1 of the Town Code) to place further vertical development limits on residential properties.

Consideration: The Town adopted Ordinance No. 15-1636 on June 9, 2015 to allow for a Practical Difficulty Variance, which is attached for reference and has been codified as Section 90-36.1 of the Town Code. Most recently, a property owner was granted relief through this process on October 29, 2019. While the Ordinance provides for certain limitations on allowed square footage on a second story, further limitations may be warranted to limit unintended consequences. One possible consequence is allowing both the horizontal expansion and also the vertical expansion of a property thus resulting in a massive structure on the property. Accordingly, I am seeking discussion to consider placing a limit on vertical construction in perpetuity on a property that gains relief under Section 90-36.1.

One option, could be to permit the available square footage on second floor to be a maximum of 50% of the square footage of the first floor for properties granted a practical difficulty variance.

Recommendation: Direct the Town Administration to amend Section 90-36.1 of the Town Code to place further vertical development limits on residential properties that receive relief under this section.

ORDINANCE NO. 15 - 116316

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING "SECTION 90-36 VARIANCES"; SPECIFICALLY AMENDING "90-36.1 GENERAL VARIANCES" TO MODIFY THE CODE TO PROVIDE FOR A PRACTICAL DIFFICULTY VARIANCE; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Code limits lot coverage to 40%; and

WHEREAS, lot coverage is defined as the percentage of the total area of a lot that, when viewed from above, would be covered by all principal and accessory buildings and structures, or portions thereof; provided however that allowable exclusions, as described under "floor area," shall not be included in determining the building area; and

WHEREAS, at the October 14, 2014 Town Commission meeting, the Commission directed staff to consider the option of prohibiting an expansion of the second story if a homeowner takes advantage of a maximum lot coverage of 50% on the first story; and

WHEREAS, on December 9, 2014 the Town Commission directed staff to offer a method whereby the Town Commission could approve a request to allow lot coverage greater than 40% on a case by case basis; and

WHEREAS, staff after research has determined that variance standards may differ between an "unnecessary hardship" and a "practical difficulty" and in the case of a variance, a practical difficulty is a standard which is similar to but less rigorous than the unnecessary and undue hardship standard; and

WHEREAS, practical difficulty variances were discussed at the January 29, 2015 Planning and Zoning Board meeting and the Board recommended adding landscaping requirements to any approval of additional lot coverage under a practical difficulty standard; and

WHEREAS, the Town Commission held its first public hearing on May 12, 2015; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on May 28, 2015 with due public notice and input; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on June 9, 2015; and

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

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The Code of Ordinances of the Town of Surfside, Section 90-36. Variances is hereby amended as follows:

90-36.1 General variances.

(1) Purpose, definition, scope and limitations.

- a. **Unnecessary and undue hardship variance.** An unnecessary and undue hardship variance is a relaxation of the terms or provisions of the Zoning Code of the Town of Surfside (zoning code) where such action will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of the zoning code would result in unnecessary and undue hardship on the property. As used in this section, a variance is authorized only for lot coverage, dimensions of yards, setbacks, other open spaces, building spacing, parking, or loading requirements.
- b. **Practical difficulty variance.** A practical difficulty variance is a relaxation of the terms or provisions of the Zoning Code which is less rigorous than the unnecessary and undue hardship standard. Practical difficulty variances shall only be applicable to lot coverage for single family homes located on single platted lots in the H30B zoning district. If a practical difficulty variance is granted, the maximum lot coverage afforded shall be 50%. Any property granted additional lot coverage by a practical difficulty variance shall not increase the square footage permitted on the second story. Further, any square footage added by the practical difficulty variance on the first floor, shall be considered a reduction in the available square footage be added to the second floor. A practical difficulty variance shall only be granted by the Town one time per property. The standard provides for a variance where a literal enforcement of a zoning regulation will create a practical difficulty in the use of the parcel of land for the purpose or in the manner for which it is zoned, considering various factors set forth in paragraph (9) below.

(2) Uses and height of structures not subject to variance. A variance is authorized only as set out in subsection (1).

- a. Under no circumstances shall the town commission grant a variance that would allow a use of property that is not allowed within the zoning district under the Town of Surfside Comprehensive Plan and the zoning code.
- b. Under no circumstances shall the town commission grant a variance that would allow height of development and structures within the Town of Surfside that exceeds the maximum building heights that are set out in the Town of Surfside Comprehensive Plan or the zoning code, whichever provisions are more restrictive.

(3) Nonconforming uses and structures not grounds for granting variance. Nonconforming use of neighboring lands, structures, or buildings in the same zoning district, and permitted use of

lands, structures or buildings in any other district, shall not be considered grounds for granting a variance.

(4) *Town manager not authorized to vary terms of section.* The town manager or designee has no authority to relax the terms of this section. Authority to grant variances is lodged solely with the town commission.

(5) *Application requirements.* An application for a general variance shall be filed by the owner of the property upon which the variance is requested or the owners designated representative. The following shall, at minimum, be required to support a variance application:

- a. Statements of ownership and control of the property, executed and sworn to by the owner or owners of 100 percent of the property described in the application, or by tenant or tenants with the owners' written, sworn consent, or by duly authorized agents evidenced by a written power of attorney if the agent is not a member of the Florida Bar.
- b. The written consent of all utilities and/or easement holders if the proposed work encroaches into any easements.
- c. Survey less than one year old (including owner's affidavit that no changes have occurred since the date of the survey). A survey over one year is sufficient as long as the property has not changed ownership and the owner provides an affidavit that no changes change occurred since the date of the survey.
- d. Site plan indicating the existing and proposed structures.
- e. A map indicating the general location of the property.

(6) *Staff review.* The town manager or designee shall review the application to determine whether the proposed variance complies with the general purpose and standards set forth herein. The town manager or designee shall compile a written staff report summarizing the facts regarding the application, including all relevant documents. The complete staff report shall be transmitted to the planning and zoning board and to the town commission.

(7) *Review by planning and zoning board and by the town commission.* The town manager or designee shall schedule the general variance application for a meeting of the planning and zoning board. The planning and zoning board shall conduct one public hearing on the general variance application, review the application, and make recommendations to the town commission for final action. The town manager or designee shall then schedule the variance application, including the recommendation of the planning and zoning board, for a meeting of the town commission.

- a. *Public hearing.* The town commission shall hold one public hearing on the variance application.
- b. *Action by the town commission.* In considering whether to approve or deny the application, the town commission shall review the application, the purposes and standards set forth in this section, the staff report, the recommendation of the planning and zoning board, and relevant evidence, including oral and written comments received at the public hearing. No variance shall be granted except upon the affirmative vote of at least four members of the town commission.

(8) *Standards of review for an unnecessary and undue hardship variance.* The town commission shall approve an unnecessary and undue hardship variance only if the variance applicant demonstrates by clear and convincing evidence that all of the following are met and satisfied:

- a. 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;
- b. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;
- c. Literal interpretation of the provisions of the zoning code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the zoning code and results in unnecessary and undue hardship on the applicant;
- d. 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 comprehensive plan or the zoning code;
- e. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;
- f. 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;
- g. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and
- h. The requested variance is in harmony with the general intent and purpose of the town comprehensive plan and the zoning 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.

(9) Standards of review for a practical difficulty variance. The town commission shall approve a practical difficulty variance if it finds, based on substantial competent evidence, that following factors demonstrate that a practical difficulty exists:

- a. How substantial the variance is in relation to the requirement sought to be varied;
- b. Whether an adverse change will be produced in the character of the neighborhood;
- c. Whether the difficulty can be obviated by some method feasible for the applicant to pursue other than by a variance; and
- d. Whether, in view of the manner in which the difficulty arose, the interest of justice will be served by allowing the variance.

(9) (10) Conditions and restrictions. The town commission may impose such conditions and restrictions upon the premises benefited by any variance as may be necessary to comply with the standards set out in this Section, and to prevent or minimize adverse effects on other property in the neighborhood. Violation of such conditions and restrictions, when made a part of the terms under which any variance is granted, shall be deemed a violation of the zoning code, and shall constitute grounds for revocation of the variance.

- a. A condition of granting a practical difficulty variance shall be for the property to meet or exceed the landscape requirements in Chapter 90, Article VIII of the Town's Code of Ordinances.

~~(10)~~(11) *Expiration of approval.* The approval of any variance shall be void if the applicant does not obtain a building permit or other development order to implement the variance within 24 months after the granting of the variance. An applicant who has obtained approval of a variance may request an extension of this time period within the original approval period. 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.

~~(11)~~ (12) *Amendments and alterations to approved variances.* Any expansion to an approved variance and any addition to or expansion of an existing variance shall require the same application, review, and approval as required under this Section for the original variance.

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

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

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or relettered 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 and ADOPTED on first reading this 12th day of May, 2015.

PASSED and ADOPTED on second reading this 9th day of June, 2015


Daniel Dietch, Mayor

ATTEST:


Sandra Novoa, CMC, Town Clerk

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


Linda Miller, Town Attorney

On Final Reading Moved by: Vice Mayor Tourgeman
On Final Reading Seconded by: Commissioner Cohen

VOTE ON ADOPTION:

Commissioner Barry R. Cohen	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>
Commissioner Michael Karukin	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Commissioner Marta Olchyk	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>
Vice Mayor Eli Tourgeman	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>
Mayor Daniel Dietch	yes	<input type="checkbox"/>	<u>Absent</u>	<input type="checkbox"/>